



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, APRIL 22, 2024 5:30 PM

1. Pledge of Allegiance

2. Call to Order

3. Approve Agenda

4. Approval of Minutes

4.1. City Council - Regular Meeting April 8, 2024

4.2. City Council - Special Meeting April 8, 2024

5. Public Input

5.1. Resolution in Support of the Completion of the Court Street Project

6. Consent Agenda

6.1. Accounts Payable To Be Paid Proof List thru March 25th

6.2. Financial Reports March 2024

6.3. Receive & File Illinois Department of Transportation Review #73 Motor Fuel Tax Funds January 1, 2023 - December 31, 2023

6.4. Ordinance No. 4181-23/24 A variance request submitted by Andrew Mickle for the property located at 200 Cottage Grove Avenue to reduce the minimum setbacks for an accessory structure. (Case V 2024-05)

6.5. Ordinance No. 4182-23/24 A variance request submitted by Kanieca Williams for the property located at 800 State Street to allow for two driveways on one parcel. (Case V 2024-06)

6.6. Ordinance No. 4183-23/24 A variance request submitted by Raymond E. Whitaker and Kimberly D. Whitaker for the property located at 1709 Gingoteague Way to reduce property line setbacks. (Case V 2024-07)

6.7. Ordinance No. 4184-23/24 A Rezoning request submitted by the City of Pekin from

ED-1 Economic Development District to B-3 General Business District for the vacant property located at 121 South 2nd Street. (Case RZ 2024-03)

- 6.8. Resolution No. 126-23/24 Approving the Mayor's Re-appointments to the City of Pekin Economic Development Advisory Committee

7. New Business

- 7.1. Resolution No. 127-23/24 Annual Renewal of ESRI GIS Software
- 7.2. Resolution No. 128-23/24 Approve Memorandum of Understanding with Alto Pekin, LLC for Grant Application
- 7.3. Resolution No. 129-23/24 Approve ADA Transition Plan
- 7.4. Ordinance No. 4185-23/24 Amending Chapter 7 of the Pekin City Code Establishing Utility Taxes
- 7.5. Ordinance No. 4186-23/24 Amending Chapter 3 of the Pekin City Code Regarding Garbage Collection Fees
- 7.6. Ordinance No. 4187-23/24 Amending Chapter 3 of the Pekin City Code Regarding Sewer Charges
- 7.7. Resolution No. 130-23/24 Approving a Cost of Living Adjustment for Non-Union Employees in the FY25 Budget
- 7.8. Ordinance No. 4188-23/24 Approving the Fiscal Year 2024-2025 Annual Budget

8. Any Other Business To Come Before The Council

9. Executive Session 5 ILCS 120/2 (c)

10. Adjourn



City of Pekin

**PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY, APRIL 8, 2024 AT 5:00 PM
MAYOR MARY J. BURRESS PRESIDING**

Call to Order

The Pledge of Allegiance was led by Mayor Mary Burress at 5:10 p.m.
City Clerk, Ms. Sue McMillan, confirmed all Council Members were physically present and logged in. Mayor Burress declared a quorum to conduct business.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Council Member	Present	5:30 PM
Karen Hohimer	City of Pekin	Council Member	Present	5:30 PM
Dave Nutter	City of Pekin	Mayor Pro Tem	Present	5:30 PM
Mary Burress	City of Pekin	Mayor	Present	5:30 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:30 PM
John P Abel	City of Pekin	Council Member	Present	5:30 PM
Chris Onken	City of Pekin	Council Member	Present	5:30 PM

Approve Agenda

RESULT:	PASSED (UNANIMOUS)
MOVER:	Council Member Lloyd Orrick
SECONDER:	Council Member Karen Hohimer
AYES:	1st Alternate Mayor Pro Tem Abel, Mayor Burress, Mayor Pro-Tem Nutter, Council Member Hilst, Council Member Orrick, Council Member Hohimer, Council Member Onken

Public Input

There were no comments received from the Public.

Executive Session 5 ILCS 120/2 (c) 5. Purchase or Lease of Real Property for the Use of the Public Body

A motion was made by Council Member Orrick seconded by Council Member Abel to

move to Executive Session to discuss 5 ILCS 120/2 (c) 5. Purchase or Lease of Property for the Use of the Public Body at 5:13 p.m. Council returned to open session at 5:40 p.m.

RESULT:	PASSED (UNANIMOUS)
MOVER:	Council Member Lloyd Orrick
SECONDER:	1st Alternate Mayor Pro Tem John Abel
AYES:	1st Alternate Mayor Pro Tem Abel, Mayor Burress, Mayor Pro-Tem Nutter, Council Member Hilst, Council Member Orrick, Council Member Hohimer, Council Member Onken

Adjourn

There being no further business to come before the Council, a motion was made by Council Member Orrick seconded by Council Member Nutter to adjourn the meeting. Motion carried. Mayor Burress adjourned the meeting at 5:40 p.m. There would be a 10-minute break for the Regular Council Meeting of April 8, 2024.

RESULT:	PASSED (UNANIMOUS)
MOVER:	Council Member Lloyd Orrick
SECONDER:	Mayor Pro-Tem Dave Nutter
AYES:	1st Alternate Mayor Pro Tem Abel, Mayor Burress, Mayor Pro-Tem Nutter, Council Member Hilst, Council Member Orrick, Council Member Hohimer, Council Member Onken



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MOVER:	Council Member Lloyd Orrick
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AYES:	1st Alternate Mayor Pro Tem Abel, Mayor Burress, Mayor Pro-Tem Nutter, Council Member Hilst, Council Member Orrick, Council Member Hohimer, Council Member Onken

RESOLUTION IN SUPPORT OF THE COMPLETION OF THE COURT STREET PROJECT

WHEREAS, the Pekin Area Chamber of Commerce Board of Directors and the Pekin Area Chamber of Commerce Transportation Committee have taken a lead role in advocating for local transportation since 1992; and

WHEREAS, both of the aforementioned groups advocate for businesses, residents, and visitors while pursuing the mission to create opportunities for Pekin area businesses to succeed; and

WHEREAS, both groups have successfully coordinated lobbying efforts in collaboration with the City of Pekin to receive funding from State and Federal grants; and

WHEREAS, the Pekin Area Chamber of Commerce Transportation Committee meets every other month with the primary purpose of spearheading advocacy for the completion of local transportation projects in an effort to benefit a strong local economy and support local business investment and job growth; and

WHEREAS, Court Street is the main thoroughfare in our city and a vital corridor for commerce and tourism, the location of several well-established retailers and large employers and is in dire need of repairs; and

WHEREAS, Court Street is highly visible, being adjacent to community assets such as the Mineral Springs Park which hosts our community's largest tourism and quality of life event, the Pekin Marigold Festival; and

WHEREAS, the first phase of the Court Street Improvement (Veteran's Drive to Valle Vista) has advanced economic development by benefitting the business community as a whole, including the membership of the Pekin Area Chamber of Commerce, producing evidence of significant investment and job creation and therefore strengthening our local economy, supporting our local business enterprises and retaining and creating jobs for our local citizens; and

WHEREAS, the second phase of the Court Street Improvement (Valle Vista to Stadium Drive) currently under construction will similarly benefit the Pekin business community and Pekin area residents; and

WHEREAS, the Pekin Area Chamber of Commerce Transportation Committee strongly supports timely completion of the Court Street Rehabilitation Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Pekin Area Chamber of Commerce Board of Directors and the Pekin Chamber of Commerce Transportation Committee recommend to the Pekin City Council that adequate revenues are included in the 2024-2025 City budget, and any necessary future budgets, to allow for completion of the Court Street project from Stadium Drive to 8th Street.

BE IT FURTHER RESOLVED, that Amy McCoy, Executive Director of the Pekin Area Chamber of Commerce, is authorized on behalf of the Chamber Board of Directors to submit this Resolution to the Council of the City of Pekin.

PASSED THIS _____ DAY OF April, 2024.

Amy McCoy, Executive Director
Pekin Area Chamber of Commerce

Accounts Payable

To Be Paid Proof List

User: cmbodine@ci.pekin.il.us
Printed: 03/13/2024 - 1:06PM
Batch: 00001.03.2024 - CMB_2024-03-15



City Of Pekin
111 S. Capitol
Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Advance Auto Parts 12965									
5146405353660	2/22/2024	50.16	0.00	03/15/2024				No	0
100-761-534000 Automotive Expense				PART REPLACEMENT FOR SQUAD 5206					
5146405353660 Total:		50.16							
Advance Auto Parts Total:		50.16							
Allegra Print & Imaging 10016									
*** 69859	3/7/2024	228.52	0.00	03/15/2024				No	0
100-990-551000 Printing And Publications				FLIP & SEAL ENVELOPE, WINDOWLESS - 500 CT					
*** 69859	3/7/2024	269.47	0.00	03/15/2024				No	0
100-990-551000 Printing And Publications				FLIP & SEAL ENVELOPE, WINDOWS - 500 CT					
69859 Total:		497.99							
Allegra Print & Imaging To		497.99							
Altorfer Inc 10019									
PC020785033	2/28/2024	206.74	0.00	03/15/2024				No	0
100-032-534000 Automotive Expense				END LOADER 926 MIRROR					
PC020785033 Total:		206.74							
PC020785211	2/29/2024	51.18	0.00	03/15/2024				No	0

AP-To Be Paid Proof List (03/13/2024 - 1:06 PM)

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*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-032-534000 Automotive Expense				HOSE COUPLING #420					
PC020785211 Total:		51.18							
WO020132769	2/29/2024	236.82	0.00	03/15/2024				No	0
100-032-534000 Automotive Expense				OLD BACKHOE REPAIRS & TOP OFF OIL					
WO020132769 Total:		236.82							
WO020132770	2/29/2024	2,574.69	0.00	03/15/2024				No	0
100-032-534000 Automotive Expense				926M LOADER REPAIRS (SERVICE)					
WO020132770 Total:		2,574.69							
Altorfer Inc Total:		3,069.43							
Amazon Capital Services									
10020									
16LFHC1T73GH	3/1/2024	48.98	0.00	03/15/2024				No	0
100-761-520200 Office Supplies				OFFICE SUPPLIES PATROL					
16LFHC1T73GH Total:		48.98							
17V1XDHM9JLL	3/1/2024	24.24	0.00	03/15/2024				No	0
100-763-522400 General Supplies				IPAD CASE					
17V1XDHM9JLL Total:		24.24							
*** 1F9R117W6QM	3/1/2024	275.26	0.00	03/15/2024				No	0
501-501-599000 Miscellaneous				EMPLOYEE APPRECIATION - BUS DEPT					
*** 1F9R117W6QM	3/1/2024	87.96	0.00	03/15/2024				No	0
501-501-522400 General Supplies				CLEANING SUPPLIES/DISINFECTANT					
1F9R117W6QM6 Total:		363.22							
1K9HJFXVCVRV	3/1/2024	66.49	0.00	03/15/2024				No	0
100-763-529000 Equipment				IPAD SCREEN PROTECTOR					
1K9HJFXVCVRV Total:		66.49							
1M6MX47CG1L	3/1/2024	148.90	0.00	03/15/2024				No	0

AP-To Be Paid Proof List (03/13/2024 - 1:06 PM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #	
Account Number				Description	Reference					
100-761-520200 Office Supplies				ADMIN OFFICE SUPPLIES						
1M6MXY47CG1L Total:		148.90								
1MPX4GQLDG4J	3/1/2024	159.27	0.00	03/15/2024					No	0
100-761-522400 General Supplies				PATROL RECEIPT PAPER						
1MPX4GQLDG4J Total:		159.27								
1TGPRM6X6WVP	3/1/2024	577.43	0.00	03/15/2024					No	0
100-761-529000 Equipment				EVIDENCE & DRONE SUPPLIES						
1TGPRM6X6WVP Total:		577.43								
1TLFM3XK97FW	3/1/2024	33.99	0.00	03/15/2024					No	0
100-034-520200 Office Supplies				TONER FOR PRINTER						
1TLFM3XK97FW Total:		33.99								
7YCQM9D17NH3	3/1/2024	106.18	0.00	03/15/2024					No	0
100-764-520200 Office Supplies				RECORDS OFFICE SUPPLIES						
7YCQM9D17NH3 Total:		106.18								
Amazon Capital Services T		1,528.70								
Ameren Illinois 10021										
*** 0483154119	3/4/2024	61.35	0.00	03/15/2024					No	0
100-032-550600 Electricity For Signal Li				310 MARGARET TRF SIGN X 3RD 01/30-02/28/24						
0483154119 Total:		61.35								
*** 8695491773	2/16/2024	8,146.15	0.00	03/15/2024					No	0
100-032-550500 Electricity For Street Li				1208 KOCH ST STREET LIGHTS 01/17-02/15/24						
8695491773 Total:		8,146.15								
Ameren Illinois Total:		8,207.50								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Atlas Supply Company									
10038									
37289	2/26/2024	227.98	0.00	03/15/2024				No	0
501-501-522400 General Supplies				CLEANING SUPPLIES					
37289 Total:		227.98							
37443	3/5/2024	119.98	0.00	03/15/2024				No	0
231-031-522400 General Supplies				SUPPLIES FOR CLEANUP ON BLOWER REPAIRS					
37443 Total:		119.98							
Atlas Supply Company Tot		347.96							
Behrlawn Mowing & Yard Work									
14496									
4405	2/27/2024	360.00	0.00	03/15/2024				No	0
100-068-534200 Buildings And Grounds Rep				T & M					
4405 Total:		360.00							
Behrlawn Mowing & Yard		360.00							
Benson's									
12783									
AB2KCL	3/6/2024	394.00	0.00	03/15/2024				No	0
100-761-534400 Equipment Repairs				ICE MAKER REPAIR FOR RECORDS					
AB2KCL Total:		394.00							
Benson's Total:		394.00							
Boyer, Caleb									
14574									
EXPENSE-0324	3/12/2024	30.00	0.00	03/15/2024				No	0
100-761-519000 Training And Education				PROACTIVE PATROL TACTICS 03/21-03/22/24					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	EXPENSE-0324 Total:	30.00							
	Boyer, Caleb Total:	30.00							
Canary, Greg 12910									
*** EXPENSE-122.	3/12/2024	141.00	0.00	03/15/2024				No	0
501-501-554200 Meals/Lodging				PCHS WRESTLING 12/29-12/30/23					
	EXPENSE-1223 Total:	141.00							
	Canary, Greg Total:	141.00							
Carter, Josh 14737									
EXPENSE-0224	3/8/2024	160.00	0.00	03/15/2024				No	0
100-034-557200 License And Inspection Fees				PARAMEDIC LICENSE FEE 02/12/24					
	EXPENSE-0224 Total:	160.00							
	Carter, Josh Total:	160.00							
Clark Baird Smith LLP 14844									
18060	2/29/2024	3,195.00	0.00	03/15/2024				No	0
100-003-561001 Legal Services - Police Labor				PEKIN/PBPA PEKIN/GENERAL					
	18060 Total:	3,195.00							
	Clark Baird Smith LLP Tot	3,195.00							
Cole, William 14808									
EXPENSE-0224	3/6/2024	20.91	0.00	03/15/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
501-501-554200 Meals/Lodging				PCHS BOYS TRACK - TRIP 15086 - 02/24/24					
EXPENSE-0224 Total:		20.91							
Cole, William Total:		20.91							
Comcast Cable Communications, Inc 14903									
*** 203130107121	2/26/2024	41.79	0.00	03/15/2024				No	0
501-501-569000 Other Contractual Service				CABLE FOR BUS DEPT 03/01-03/31/24					
203130107121 Total:		41.79							
Comcast Cable Communic		41.79							
Conway Shield 14482									
518977	2/28/2024	159.00	0.00	03/15/2024				No	0
100-034-529000 Equipment				GEAR BAG					
518977 Total:		159.00							
Conway Shield Total:		159.00							
Cruce Aviation 13646									
658	3/5/2024	5,100.00	0.00	03/15/2024				No	0
525-525-569000 Other Contractual Service				AIRPORT MANAGER 02/06-03/05/24					
658 Total:		5,100.00							
Cruce Aviation Total:		5,100.00							
Emblem Enterprises, Inc 10979									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
913269	2/27/2024	352.98	0.00	03/15/2024				No	0
100-761-529000 Equipment				HONOR GUARD PATCHES, 100 CT					
913269 Total:		352.98							
Emblem Enterprises, Inc T		352.98							
Estate of William Hopkins, Deceased 15142									
03122024	3/12/2024	561.28	0.00	03/15/2024				No	0
501-501-511600 Salary: All Personnel				NET EARNINGS TO BE PAID TO ESTATE					
03122024 Total:		561.28							
Estate of William Hopkins,		561.28							
FirsTech Inc 12035									
*** 14210	2/29/2024	37.50	0.00	03/15/2024				No	0
231-029-569000 Other Contractual Service				MONTHLY MAINTENANCE FEE - FEB 2024					
*** 14210	2/29/2024	37.50	0.00	03/15/2024				No	0
223-023-569000 Other Contractual Service				MONTHLY MAINTENANCE FEE - FEB 2024					
14210 Total:		75.00							
FirsTech Inc Total:		75.00							
Foster, Megan 14235									
EXPENSE-0224	3/6/2024	14.68	0.00	03/15/2024				No	0
501-501-554200 Meals/Lodging				WILSON 4TH GR/LINCOLN MUS. - #15054 - 02/27/24					
EXPENSE-0224 Total:		14.68							
Foster, Megan Total:		14.68							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Gathman AG, Inc 14871									
*** 758733	2/29/2024	165.00	0.00	03/15/2024				No	0
223-023-557200 License And Inspection Fees				STATE TESTING GARBAGE & STREET TRUCKS					
*** 758733	2/29/2024	735.00	0.00	03/15/2024				No	0
100-032-557200 License And Inspection Fees				STATE TESTING GARBAGE & STREET TRUCKS					
758733 Total:		900.00							
758736	2/29/2024	420.00	0.00	03/15/2024				No	0
501-501-557200 License And Inspection Fees				6-MONTH INSPECTIONS - 10 BUSES					
758736 Total:		420.00							
Gathman AG, Inc Total:		1,320.00							
GFL Environmental Services USA, Inc 14249									
P60005202895	2/29/2024	22,520.56	0.00	03/15/2024				No	0
223-023-566500 Landfill Expense				LANDFILL FEE 02/16-02/29/24					
P60005202895 Total:		22,520.56							
GFL Environmental Servic		22,520.56							
Grainger 10235									
9041158867	3/5/2024	32.52	0.00	03/15/2024				No	0
100-068-522400 General Supplies				BATTERIES FOR SINK FAUCETS					
9041158867 Total:		32.52							
Grainger Total:		32.52							
Grogan, Robert 14883									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
2034A	3/7/2024	407.36	0.00	03/15/2024				No	0
100-006-569000 Other Contractual Service				MILEAGE - 02/26-03/07/24					
2034A Total:		407.36							
2034B	3/7/2024	774.66	0.00	03/15/2024				No	0
100-006-569000 Other Contractual Service				LODGING - 02/26-03/07/24					
2034B Total:		774.66							
Grogan, Robert Total:		1,182.02							
Guerra, Dominick 15084									
EXPENSE-0324	3/7/2024	15.00	0.00	03/15/2024				No	0
100-761-519000 Training And Education				LEGAL TIPS FOR POLICE OFFICERS 03/18/24					
EXPENSE-0324 Total:		15.00							
Guerra, Dominick Total:		15.00							
Gutters by Tunyuck 14510									
871367	2/26/2024	200.00	0.00	03/15/2024				No	0
100-766-536100 Property Cleanup Fees				PARTIAL BOARD-UP @ 629 WEST SHORE					
871367 Total:		200.00							
871369	2/27/2024	1,252.50	0.00	03/15/2024				No	0
100-766-536100 Property Cleanup Fees				EMERGENCY BOARD-UP @ 1207 S 3RD ST					
871369 Total:		1,252.50							
871370	2/28/2024	1,457.50	0.00	03/15/2024				No	0
100-766-536100 Property Cleanup Fees				EMERGENCY BOARD-UP @ 307 CHESTNUT					
871370 Total:		1,457.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Gutters by Tunyuck Total:	2,910.00							
Harris Pest Control 10251									
127342	3/7/2024	125.00	0.00	03/15/2024				No	0
100-068-566600 Pest Control				PEST CONTROL @ BUS DEPT, 9-1-1 & VMF					
	127342 Total:	125.00							
127343	3/7/2024	75.00	0.00	03/15/2024				No	0
100-068-566600 Pest Control				PEST CONTROL @ STREET DEPT & SOLID WASTE					
	127343 Total:	75.00							
127344	3/7/2024	110.00	0.00	03/15/2024				No	0
100-068-566600 Pest Control				PEST CONTROL @ CITY HALL & FIRE HOUSES					
	127344 Total:	110.00							
127345	3/7/2024	215.00	0.00	03/15/2024				No	0
100-068-566600 Pest Control				PEST CONTROL @ WASTE WATER & SUBS					
	127345 Total:	215.00							
127346	3/7/2024	60.00	0.00	03/15/2024				No	0
100-068-566600 Pest Control				PEST CONTROL @ AIRPORT					
	127346 Total:	60.00							
	Harris Pest Control Total:	585.00							
Havens, Michelle 11019									
*** EXPENSE-022	3/6/2024	6.60	0.00	03/15/2024				No	0
501-501-554200 Meals/Lodging				PCHS BAND - TRIP 14990 - 02/20/24					
	EXPENSE-0224 Total:	6.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Havens, Michelle Total:	6.60							
Hawkins Inc 12742 6690320	2/15/2024	30.00	0.00	03/15/2024				No	0
231-031-522200 Chemical Supplies				CHLORINE CYLINDER CHARGES					
	6690320 Total:	30.00							
	Hawkins Inc Total:	30.00							
Herr Petroleum Corporation 12712 *** D41995	3/4/2024	10,580.14	0.00	03/15/2024				No	0
699-000-160100 Fuel Inventory				DIESEL - 3003 GAL @ 3.52/GAL					
*** D41995	3/4/2024	9,382.72	0.00	03/15/2024				No	0
699-000-160100 Fuel Inventory				REG N/L - 3000 GAL @ 3.13/GAL					
	D41995 Total:	19,962.86							
*** D42202	3/8/2024	10,574.52	0.00	03/15/2024				No	0
699-000-160100 Fuel Inventory				DIESEL - 2998 GAL @ 3.53/GAL					
*** D42202	3/8/2024	5,416.02	0.00	03/15/2024				No	0
699-000-160100 Fuel Inventory				REG N/L - 1799 GAL @ 3.01/GAL					
	D42202 Total:	15,990.54							
	Herr Petroleum Corporatio	35,953.40							
Heyl, Royster, Voelker & Allen, P.C. 14741 1655268	3/4/2024	1,000.00	0.00	03/15/2024				No	0
100-003-561004 Admin Hearing Officer				ADMINISTRATIVE HEARINGS 02/08/24 AND 02/22/24					
	1655268 Total:	1,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Heyl, Royster, Voelker & A	1,000.00							
Hi Line Supply Company Ltd 11583									
927682	2/20/2024	673.43	0.00	03/15/2024				No	0
231-031-529000 Equipment				MATERIAL NEEDED FOR CHLORINE EQUIPMENT					
927682 Total:		673.43							
Hi Line Supply Company L		673.43							
IL American Water 10291									
*** 210000997451	3/6/2024	85.15	0.00	03/15/2024				No	0
100-068-550100 Utilities				FIRE STATION #2 02/03-03/04/24					
210000997451 Total:		85.15							
*** 210001081786	3/6/2024	18.26	0.00	03/15/2024				No	0
100-068-550100 Utilities				7TH ST YD HYDRANT 02/06-03/05/24					
210001081786 Total:		18.26							
*** 210001172927	3/4/2024	119.49	0.00	03/15/2024				No	0
100-068-550100 Utilities				CITY HALL FIRE SUPPRESSION 03/02-04/01/24					
210001172927 Total:		119.49							
*** 210002547388	3/8/2024	83.93	0.00	03/15/2024				No	0
100-068-550100 Utilities				FIRE STATION #3 02/07-03/06/24					
210002547388 Total:		83.93							
*** 210003326348	3/4/2024	18.26	0.00	03/15/2024				No	0
100-068-550100 Utilities				MARY ST YD HYDRANT 02/02-03/01/24					
210003326348 Total:		18.26							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
IL American Water Total:		325.09							
Illini Plumbing, Inc 12264									
19536	3/5/2024	380.49	0.00	03/15/2024				No	0
100-068-580401 Building Repair				FIRE STATION #1 PLUMBING REPAIR 02/13/24					
19536 Total:		380.49							
Illini Plumbing, Inc Total:		380.49							
Illinois Fire Chiefs Association 10305									
6864	12/16/2023	550.00	0.00	03/15/2024				No	0
100-034-551600 Dues And Subscriptions				MEMBERSHIP DUES THROUGH 12/31/24					
6864 Total:		550.00							
Illinois Fire Chiefs Associa		550.00							
IWIRC 10335									
399173	2/20/2024	216.00	0.00	03/15/2024				No	0
100-034-559000 Medical Expense/supplies				FIT FOR DUTY EXAM CH					
399173 Total:		216.00							
399305	2/20/2024	877.62	0.00	03/15/2024				No	0
100-990-590900 Police And Fire Commission				PRE-EMPLOYMENT EXAM SN					
399305 Total:		877.62							
400141	3/5/2024	108.00	0.00	03/15/2024				No	0
100-005-559000 Medical Expense/supplies				PRE-EMPLOYMENT SCREENING BR					
400141 Total:		108.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	IWIRC Total:	1,201.62							
Jones, Rob 11207									
EXPENSE-0324	3/7/2024	1,522.05	0.00	03/15/2024				No	0
100-761-519000 Training And Education				ILEETA CONFERENCE 03/17-03/23/24					
	EXPENSE-0324 Total:	1,522.05							
	Jones, Rob Total:	1,522.05							
Labor Relations Information System (LRIS) 13165									
39364	4/1/2024	175.00	0.00	03/15/2024				No	0
100-761-551600 Dues And Subscriptions				ANNUAL RENEWAL					
	39364 Total:	175.00							
	Labor Relations Informatio	175.00							
LeadsOnline 12476									
410325	2/15/2024	5,866.00	0.00	03/15/2024				No	0
100-009-538000 Maintenance Agreements				YEARLY RENEWAL 05/15/24-05/14/25					
	410325 Total:	5,866.00							
	LeadsOnline Total:	5,866.00							
Legal & Liability Risk Management Institute 14359									
240524	2/22/2024	325.00	0.00	03/15/2024				No	0
100-761-519000 Training And Education				TRAINING REGISTRATION NS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
240524 Total:		325.00							
Legal & Liability Risk Man		325.00							
Linde Gas & Equipment Inc									
10518									
41502784	2/29/2024	561.38	0.00	03/15/2024				No	0
100-034-524000 Lease/rental Of Equipment				O2					
41502784 Total:		561.38							
Linde Gas & Equipment In		561.38							
Look's Upholstery									
10385									
21033	2/28/2024	300.00	0.00	03/15/2024				No	0
100-034-534000 Automotive Expense				L-3 SEAT REPAIRS					
21033 Total:		300.00							
Look's Upholstery Total:		300.00							
MacQueen Emergency									
10230									
P02371	3/7/2024	870.54	0.00	03/15/2024				No	0
100-034-534000 Automotive Expense				ENG 5 REPAIRS					
P02371 Total:		870.54							
MacQueen Emergency Tot		870.54							
May Welding Repair and Fabrication, LLC									
14112									
4259	3/6/2024	3,570.00	0.00	03/15/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-032-534000 Automotive Expense					REPLACE FLOOR IN BED OF SALT TRUCK #406				
4259 Total:		3,570.00							
May Welding Repair and F		3,570.00							
McKenzie, Dallas 10406									
EXPENSE-0224A	3/7/2024	12.50	0.00	03/15/2024				No	0
695-095-516700 Wellness Program					GYM MEMBERSHIP - FEB 2024				
EXPENSE-0224A Total:		12.50							
EXPENSE-0224B	3/7/2024	18.50	0.00	03/15/2024				No	0
695-095-516700 Wellness Program					GYM MEMBERSHIP - FEB 2024 - DEPENDENT				
EXPENSE-0224B Total:		18.50							
McKenzie, Dallas Total:		31.00							
Melton, Jennifer 10413									
EXPENSE-0324	3/7/2024	477.81	0.00	03/15/2024				No	0
100-761-519000 Training And Education					FRONTLINE CONVENTION 03/17-03/19/24				
EXPENSE-0324 Total:		477.81							
Melton, Jennifer Total:		477.81							
Menards 10414									
70888	2/23/2024	36.75	0.00	03/15/2024				No	0
100-763-522400 General Supplies					INVES. SUPPLIES				
70888 Total:		36.75							
71164	2/27/2024	197.75	0.00	03/15/2024				No	0

AP-To Be Paid Proof List (03/13/2024 - 1:06 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		
100-034-522400 General Supplies				SHOP RAGS/PREMIX FUEL					
71164 Total:		197.75							
71579	3/4/2024	18.32	0.00	03/15/2024				No	0
100-032-522400 General Supplies				BAR OIL/3/16" FILE FOR SHOP					
71579 Total:		18.32							
71587	3/4/2024	130.12	0.00	03/15/2024				No	0
100-034-522400 General Supplies				STATION CLEANING SUPPLIES					
71587 Total:		130.12							
71598	3/4/2024	291.00	0.00	03/15/2024				No	0
100-034-522400 General Supplies				GRASS SEED/SPREADER/HOSE NOZZLES					
71598 Total:		291.00							
71611	3/4/2024	68.30	0.00	03/15/2024				No	0
231-031-522400 General Supplies				GENERAL SUPPLIES FOR PLANT					
71611 Total:		68.30							
71650	3/5/2024	116.16	0.00	03/15/2024				No	0
223-023-522400 General Supplies				CONDUIT FOR CART REPAIRS					
71650 Total:		116.16							
71732	3/6/2024	143.82	0.00	03/15/2024				No	0
100-068-522400 General Supplies				AIR FILTERS FOR CITY HALL					
71732 Total:		143.82							
71739	3/6/2024	214.90	0.00	03/15/2024				No	0
100-034-529000 Equipment				TOOLS					
71739 Total:		214.90							
71744	3/6/2024	31.98	0.00	03/15/2024				No	0
100-068-522400 General Supplies				BOOT SCRUBBERS FOR CITY HALL					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	71744 Total:	31.98							
71876	3/8/2024	30.93	0.00	03/15/2024				No	0
100-032-522400	General Supplies			STAPLES/GARDEN RAKES					
	71876 Total:	30.93							
71888	3/8/2024	10.48	0.00	03/15/2024				No	0
100-068-522400	General Supplies			PAINT SUPPLIES					
	71888 Total:	10.48							
71890	3/8/2024	32.03	0.00	03/15/2024				No	0
231-031-522400	General Supplies			GENERAL SUPPLIES FOR PLANT					
	71890 Total:	32.03							
	Menards Total:	1,322.54							
Mooberry, Morgan									
15140									
02282024	2/28/2024	3,309.79	0.00	03/15/2024				No	0
100-068-584009	General Public Improvements			GAMBLEWOOD FARMS DRAIN REPR 02/14-02/26/24					
	02282024 Total:	3,309.79							
	Mooberry, Morgan Total:	3,309.79							
Motion Industries Inc									
10436									
IL6101017484	3/7/2024	967.83	0.00	03/15/2024				No	0
231-031-529000	Equipment			NEW VALVE FOR SCREW PRESS EQUIPMENT					
	IL6101017484 Total:	967.83							
	Motion Industries Inc Tota	967.83							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Municipal Clerks of Illinois 11061									
03072024	3/7/2024	45.00	0.00	03/15/2024				No	0
100-004-519000 Training And Education				MCI SPRING SEMINAR - DEPUTY CLERK 04/05/24					
	03072024 Total:	45.00							
Municipal Clerks of Illinoi		45.00							
NCL of Wisconsin Inc 12393									
500051	2/23/2024	231.94	0.00	03/15/2024				No	0
231-031-561300 Testing Fees And Expenses				SUPPLIES FOR LAB TESTING					
	500051 Total:	231.94							
NCL of Wisconsin Inc Tota		231.94							
Palmer, Allison 13820									
EXPENSE-0224	3/7/2024	6.56	0.00	03/15/2024				No	0
100-763-522400 General Supplies				SUPPLIES REIMBURSEMENT					
	EXPENSE-0224 Total:	6.56							
Palmer, Allison Total:		6.56							
Parkside Fitness 10470									
03012024	3/1/2024	460.21	0.00	03/15/2024				No	0
695-095-516700 Wellness Program				PARKSIDE MEMBERSHIPS - MAR 2024					
	03012024 Total:	460.21							
Parkside Fitness Total:		460.21							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Pekin Rotary Club 14576									
2023129	12/31/2023	150.00	0.00	03/15/2024				No	0
100-001-551600 Dues And Subscriptions				ROTARY DUES/MEALS FOR 2ND, 3RD, & 4TH QTR					
	2023129 Total:	150.00							
	Pekin Rotary Club Total:	150.00							
Pekin Shoe Repair 10490									
7284	3/5/2024	24.00	0.00	03/15/2024				No	0
100-034-534400 Equipment Repairs				FIX FIRE PANTS TC					
	7284 Total:	24.00							
	Pekin Shoe Repair Total:	24.00							
Ragan Communications Inc 10533									
30036	2/28/2024	763.88	0.00	03/15/2024				No	0
100-034-555000 Radio Expense				MONTHLY SMR 02/29-03/30/24					
	30036 Total:	763.88							
30038	2/28/2024	1,248.65	0.00	03/15/2024				No	0
100-761-555000 Radio Expense				MONTHLY SMR CHARGES 02/29-03/30/24					
	30038 Total:	1,248.65							
	Ragan Communications In	2,012.53							
Ray Dennison Chevrolet 10154									
323575CVW	2/22/2024	786.54	0.00	03/15/2024				No	0
100-761-534000 Automotive Expense				SQUAD REPAIR					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	323575CVW Total:	786.54							
323727CVW	2/23/2024	143.56	0.00	03/15/2024				No	0
100-761-534000 Automotive Expense				BRACKETS & MOUNT - SQUAD 5181					
	323727CVW Total:	143.56							
	Ray Dennison Chevrolet To	930.10							
Ray O'Herron Co Inc 10539									
2329380	3/7/2024	276.72	0.00	03/15/2024				No	0
100-034-529000 Equipment				COAT FOR NEW HIRE					
	2329380 Total:	276.72							
	Ray O'Herron Co Inc Total	276.72							
Rod's Autobody 10554									
POLICE2211	2/28/2024	2,570.70	0.00	03/15/2024				No	0
695-093-518133 Claims Paid / Police Prot				REPAIRS FOR HAIL #2211 FORD EXPLORER					
	POLICE2211 Total:	2,570.70							
	Rod's Autobody Total:	2,570.70							
Shaw, Tina 14561									
EXPENSE-0224A	3/6/2024	13.02	0.00	03/15/2024				No	0
501-501-554200 Meals/Lodging				RANKIN/STUCO - TRIP 14925 - 02/23/24					
	EXPENSE-0224A Total:	13.02							
EXPENSE-0224B	3/6/2024	25.49	0.00	03/15/2024				No	0
501-501-554200 Meals/Lodging				PCHS BOYS TRACK - TRIP 15087 - 02/24/24					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description					
	EXPENSE-0224B Total:	25.49							
	Shaw, Tina Total:	38.51							
Smith, Adam									
11543									
EXPENSE-0324	3/7/2024	15.00	0.00	03/15/2024				No	0
100-761-519000 Training And Education				ALCOHOL COMPLIANCE CHECK INVES. 03/25/24					
	EXPENSE-0324 Total:	15.00							
	Smith, Adam Total:	15.00							
Stanard & Associates, Inc									
11656									
SA000057098	2/29/2024	495.00	0.00	03/15/2024				No	0
100-990-590900 Police And Fire Commission				PRE-EMPLOYMENT PSYCH EXAM SN					
	SA000057098 Total:	495.00							
	Stanard & Associates, Inc T	495.00							
Stark Excavating, Inc									
11710									
REQUEST#1	2/21/2024	759,510.00	0.00	03/15/2024				No	0
231-000-150800 Sewer Improvements				RIVERFRONT DEMO PROJECT - RES. 68-23/24					
	REQUEST#1 Total:	759,510.00							
	Stark Excavating, Inc Total	759,510.00							
State Industrial Products Corporation									
15141									
903254056	2/29/2024	692.52	0.00	03/15/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
231-031-561300 Testing Fees And Expenses					BIOLOGIC SUPPLIES TO LOWER SOLID LEVELS				
903254056 Total:		692.52							
State Industrial Products C		692.52							
Stolz, Jeffrey 10620									
EXPENSE-0324A	3/7/2024	30.00	0.00	03/15/2024				No	0
100-763-519000 Training And Education					PROACTIVE PATROL TACTICS 03/21-03/22/24				
EXPENSE-0324A Total:		30.00							
EXPENSE-0324B	3/7/2024	15.00	0.00	03/15/2024				No	0
100-763-519000 Training And Education					LEGAL TIPS FOR POLICE OFFICERS 03/18/24				
EXPENSE-0324B Total:		15.00							
Stolz, Jeffrey Total:		45.00							
Supreme Radio Communications, Inc 12353									
49421	2/13/2024	656.15	0.00	03/15/2024				No	0
100-761-534000 Automotive Expense					LIGHT STICK INSTALL ON SQUAD				
49421 Total:		656.15							
Supreme Radio Communic		656.15							
SureFire, LLC 11423									
6759506	1/16/2024	1,114.40	0.00	03/15/2024				No	0
100-761-592604 Emergency Services Team					CIERT EQUIPMENT				
6759506 Total:		1,114.40							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
SureFire, LLC Total:		1,114.40							
Swanson, Charles 15139									
23PEKSW1337	3/7/2024	750.00	0.00	03/15/2024				No	0
231-030-569000 Other Contractual Service				BACKWATER VALVE PROGRAM PAYMENT					
23PEKSW1337 Total:		750.00							
Swanson, Charles Total:		750.00							
Tazewell County Asphalt Co Inc 11264									
20110014291	2/29/2024	3,990.00	0.00	03/15/2024				No	0
100-032-535000 Material And Hauling				UPM COLDMIX FOR STREET REPAIRS					
20110014291 Total:		3,990.00							
Tazewell County Asphalt C		3,990.00							
Tazewell County Recorder 11172									
03062024A	3/6/2024	47.40	0.00	03/15/2024				No	0
100-766-593300 Lien Filing & Release Fees				RELEASE 1/FILE ZERO LIENS					
03062024A Total:		47.40							
03062024B	3/6/2024	94.80	0.00	03/15/2024				No	0
100-766-593300 Lien Filing & Release Fees				RELEASE 2/FILE ZERO LIENS					
03062024B Total:		94.80							
03112024	3/11/2024	94.80	0.00	03/15/2024				No	0
100-766-593300 Lien Filing & Release Fees				RELEASE ZERO/FILE 2 LIENS					
03112024 Total:		94.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	Tazewell County Recorder	237.00							
The CTK Group, LLC									
15137									
02292024A	2/29/2024	500.00	0.00	03/15/2024				No	0
100-761-519000 Training And Education				TRAINING REGISTRATION DG					
02292024A Total:		500.00							
02292024B	2/29/2024	500.00	0.00	03/15/2024				No	0
100-763-519000 Training And Education				TRAINING REGISTRATION DT					
02292024B Total:		500.00							
The CTK Group, LLC Tota		1,000.00							
Thomson Reuters									
12771									
849827770	3/1/2024	279.75	0.00	03/15/2024				No	0
100-009-538000 Maintenance Agreements				MEMBERSHIP RENEWAL 02/01-02/29/24					
849827770 Total:		279.75							
Thomson Reuters Total:		279.75							
Topless Tree Service									
14332									
2735	3/8/2024	2,437.50	0.00	03/15/2024				No	0
100-032-536000 Tree Removal / Replacemen				REMOVE TREE @ 1000 OXFORD ST 03/07/24					
2735 Total:		2,437.50							
2736	3/8/2024	755.00	0.00	03/15/2024				No	0
100-032-536000 Tree Removal / Replacemen				GRIND STUMP @ 808 S 4TH ST 03/07/24					
2736 Total:		755.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2737	3/8/2024	540.00	0.00	03/15/2024				No	0
100-032-536000 Tree Removal / Replacemen				GRIND STUMP @ 629 WASHINGTON ST 03/07/24					
2737 Total:		540.00							
Topless Tree Service Total:		3,732.50							
Tri-County Regional Planning Commission									
10662									
24755	7/31/2023	17,752.00	0.00	03/15/2024				No	0
240-240-569000 Other Contractual Service				TCRPC ANNUAL DUES - FY2024					
24755 Total:		17,752.00							
Tri-County Regional Plann		17,752.00							
TSI Incorporated									
12076									
91738411	3/4/2024	899.59	0.00	03/15/2024				No	0
100-034-534400 Equipment Repairs				FIT TEST MACHINE REPAIRS					
91738411 Total:		899.59							
TSI Incorporated Total:		899.59							
Uftring Auto Group									
10829									
256113CHW	2/22/2024	157.50	0.00	03/15/2024				No	0
100-761-534000 Automotive Expense				PART FOR SQUAD 5206					
256113CHW Total:		157.50							
Uftring Auto Group Total:		157.50							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
11578									
174663562	2/21/2024	100.31	0.00	03/15/2024				No	0
100-761-522400 General Supplies				EVIDENCE SUPPLIES					
	174663562 Total:	100.31							
	Uline Total:	100.31							
UnityPoint Health									
13528									
5110IN2524	2/19/2024	73.44	0.00	03/15/2024				No	0
100-034-522500 Emergency Medical Supplie				EMERGENCY MEDICAL SUPPLIES					
	5110IN2524 Total:	73.44							
	UnityPoint Health Total:	73.44							
US Bank Equipment Finance									
13878									
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-001-524000 Lease/rental Of Equipment				COPIER LEASE/ADMINISTRATION - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
501-501-524000 Lease/rental Of Equipment				COPIER LEASE/BUS DEPT - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-005-524000 Lease/rental Of Equipment				COPIER LEASE/HUMAN RESOURCES - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-034-524000 Lease/rental Of Equipment				COPIER LEASE/FIRE DEPT - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-763-524000 Lease/rental Of Equipment				COPIER LEASE/PPD EVIDENCE - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-763-524000 Lease/rental Of Equipment				COPIER LEASE/PPD ADMIN - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-763-524000 Lease/rental Of Equipment				COPIER LEASE/IT OFFICE - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-763-524000 Lease/rental Of Equipment				COPIER LEASE/PPD INVESTIGATIONS - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-763-524000 Lease/rental Of Equipment				COPIER LEASE/PPD LIEUTENANT - MAR 2024					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-761-524000 Lease/rental Of Equipment				COPIER LEASE/PPD PATROL - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-764-524000 Lease/rental Of Equipment				COPIER LEASE/PPD RECORDS - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-763-524000 Lease/rental Of Equipment				COPIER LEASE/PPD SERGEANT - MAR 2024					
*** 523896017	3/2/2024	135.54	0.00	03/15/2024				No	0
100-032-524000 Lease/rental Of Equipment				COPIER LEASE/STREET DEPT - MAR 2024					
*** 523896017	3/2/2024	135.56	0.00	03/15/2024				No	0
100-990-524000 Lease/rental Of Equipment				COPIER LEASE/WORK ROOM - MAR 2024					
523896017 Total:		1,897.58							
US Bank Equipment Finan		1,897.58							
Visa c/o Morton Community Bank									
11433									
*** 4908-0324	3/1/2024	775.18	0.00	03/15/2024				No	0
100-034-519000 Training And Education				02/09/24 I HOTEL/TRAINING TC 02/05-02/09/24					
*** 4908-0324	3/1/2024	239.90	0.00	03/15/2024				No	0
100-034-522500 Emergency Medical Supplie				02/06/24 MERET/EMS SUPPLIES					
*** 4908-0324	3/1/2024	61.35	0.00	03/15/2024				No	0
100-034-557200 License And Inspection Fees				02/18/24 IDPH/PARAMEDIC LICENSE CP					
*** 4908-0324	3/1/2024	32.97	0.00	03/15/2024				No	0
100-034-522400 General Supplies				02/21/24 DUNHAM'S/BLACK TAPE ROLLS					
*** 4908-0324	3/1/2024	61.35	0.00	03/15/2024				No	0
100-034-557200 License And Inspection Fees				02/21/24 IDPH/PARAMEDIC LICENSE NM					
*** 4908-0324	3/1/2024	279.99	0.00	03/15/2024				No	0
100-034-529000 Equipment				02/23/24 STAPLES/OFFICE CHAIR					
*** 4908-0324	3/1/2024	264.48	0.00	03/15/2024				No	0
100-034-520400 Postage				02/23/24 UPS STORE/SHIPPING FEES					
*** 4908-0324	3/1/2024	61.35	0.00	03/15/2024				No	0
100-034-557200 License And Inspection Fees				02/28/24 IDPH/PARAMEDIC LICENSE JC					
4908-0324 Total:		1,776.57							
*** 4916-0324	3/1/2024	81.23	0.00	03/15/2024				No	0
100-001-599000 Miscellaneous				02/02/24 RUBBER STAMPS/CC NAME PLATE BASES					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 4916-0324	3/1/2024	380.41	0.00	03/15/2024				No	0
100-005-551000 Printing And Publications				02/02/24 ANYPROMO/PR-SPIRAL NOTEB'KS/100 CT					
*** 4916-0324	3/1/2024	117.80	0.00	03/15/2024				No	0
100-005-551000 Printing And Publications				02/03/24 ANYPROMO/PR-STICKY NT PADS/250 CT					
*** 4916-0324	3/1/2024	195.00	0.00	03/15/2024				No	0
100-005-551000 Printing And Publications				02/02/24 ANYPROMO/PR-INK PENS/250 CT					
*** 4916-0324	3/1/2024	211.95	0.00	03/15/2024				No	0
100-005-551000 Printing And Publications				02/02/24 ANYPROMO/PR-CMPACT MIRRORS/125 CT					
*** 4916-0324	3/1/2024	67.01	0.00	03/15/2024				No	0
100-006-520200 Office Supplies				02/08/24 RUBBER STAMP/DATE STAMP & INK PADS					
*** 4916-0324	3/1/2024	425.00	0.00	03/15/2024				No	0
100-001-519000 Training And Education				02/29/24 IL PUBLIC EMP/TRAINING JD					
*** 4916-0324	3/1/2024	425.00	0.00	03/15/2024				No	0
100-005-519000 Training And Education				02/29/24 IL PUBLIC EMP/TRAINING SC					
4916-0324 Total:		1,903.40							
*** 4924-0324	3/1/2024	500.00	0.00	03/15/2024				No	0
100-006-551600 Dues And Subscriptions				02/07/24 IL GOV'T FINANCE/2024 DUES RB & RS					
*** 4924-0324	3/1/2024	282.29	0.00	03/15/2024				No	0
100-004-519000 Training And Education				02/15/24 MAQUET'S RAIL HSE/MUNI. CLERKS MTG					
*** 4924-0324	3/1/2024	2.99	0.00	03/15/2024				No	0
100-006-599000 Miscellaneous				02/26/24 TAXBANDITS/FORM 941-X PREP FEE					
*** 4924-0324	3/1/2024	85.71	0.00	03/15/2024				No	0
100-006-519000 Training And Education				02/26/24 IL GOV'T FINANCE/ACCT FOR CAP ASSETS					
*** 4924-0324	3/1/2024	17.90	0.00	03/15/2024				No	0
100-006-520400 Postage				02/27/24 USPS/POSTAGE AMENDED 2ND QTR 941					
4924-0324 Total:		888.89							
*** 4932-0324	3/1/2024	137.02	0.00	03/15/2024				No	0
501-501-599000 Miscellaneous				02/14/24 TELEFLORA/FLWRS B. HOPKINS MEM SVC					
*** 4932-0324	3/1/2024	21.00	0.00	03/15/2024				No	0
501-501-557200 License And Inspection Fees				02/15/24 IL SOS/ANN'L BUS PERMIT RENEWAL X5					
*** 4932-0324	3/1/2024	21.00	0.00	03/15/2024				No	0
501-501-557200 License And Inspection Fees				02/20/24 IL SOS/ANN'L BUS PERMIT RENEWAL X5					
*** 4932-0324	3/1/2024	205.70	0.00	03/15/2024				No	0
501-501-599000 Miscellaneous				02/28/24 COSTCO/EMP APPREC. B'FAST BUS DEPT					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4932-0324 Total:	384.72							
5388-0224	2/23/2024	632.86	0.00	03/15/2024				No	0
100-034-519000	Training And Education			01/26/24	HOLIDAY INN EXP/STAY FOR MM @ CLASS				
	5388-0224 Total:	632.86							
*** 5715-0324	3/1/2024	1,448.00	0.00	03/15/2024				No	0
100-761-529000	Equipment			02/07/24	BEST BUY/IPAD & KEYBOARD				
*** 5715-0324	3/1/2024	154.40	0.00	03/15/2024				No	0
100-761-534000	Automotive Expense			02/08/24	IL SOS/LICENSE PLATE RENEWAL				
	5715-0324 Total:	1,602.40							
*** 5723-0324	3/1/2024	650.00	0.00	03/15/2024				No	0
100-761-519000	Training And Education			02/26/24	IDEOA/TRAINING REGISTRATION RJ				
*** 5723-0324	3/1/2024	650.00	0.00	03/15/2024				No	0
100-763-519000	Training And Education			02/27/24	IACP/TRAINING REGISTRATION BW				
	5723-0324 Total:	1,300.00							
*** 5749-0324	3/1/2024	2.00	0.00	03/15/2024				No	0
100-761-569000	Other Contractual Service			02/07/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	2.00	0.00	03/15/2024				No	0
100-761-569000	Other Contractual Service			02/07/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	2.00	0.00	03/15/2024				No	0
100-761-569000	Other Contractual Service			02/07/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	2.00	0.00	03/15/2024				No	0
100-761-569000	Other Contractual Service			02/07/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	2.00	0.00	03/15/2024				No	0
100-761-569000	Other Contractual Service			02/07/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	2.00	0.00	03/15/2024				No	0
100-761-569000	Other Contractual Service			02/07/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	2.00	0.00	03/15/2024				No	0
100-761-569000	Other Contractual Service			02/08/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	5.46	0.00	03/15/2024				No	0
100-761-522400	General Supplies			02/07/24	HOBBY LOBBY/PATROL SUPPLIES				
*** 5749-0324	3/1/2024	3.00	0.00	03/15/2024				No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
100-761-569000 Other Contractual Service				02/08/24	FACEBOOK/ADVERT/ FOR RECRUITMENT				
*** 5749-0324	3/1/2024	3.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/08/24	FACEBOOK/ADVERT/ FOR RECRUITMENT				
*** 5749-0324	3/1/2024	3.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/09/24	FACEBOOK/ADVERT/ FOR RECRUITMENT				
*** 5749-0324	3/1/2024	2,200.00	0.00	03/15/2024				No	0
100-763-592600 Special Investigations Exp				02/08/24	CELLEBRITE/SPECIAL INVES. SUPPLIES				
*** 5749-0324	3/1/2024	142.69	0.00	03/15/2024				No	0
100-761-592604 Emergency Services Team				02/09/24	GALLS/CIERT EQUIPMENT				
*** 5749-0324	3/1/2024	7.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/10/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	7.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/10/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	7.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/11/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	5.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/09/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	5.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/09/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	10.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/11/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	10.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/12/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	15.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/12/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	15.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/13/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	15.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/14/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	15.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/14/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	25.00	0.00	03/15/2024				No	0
100-761-569000 Other Contractual Service				02/15/24	FACEBOOK/ADVERT. FOR RECRUITMENT				
*** 5749-0324	3/1/2024	227.91	0.00	03/15/2024				No	0
100-761-522400 General Supplies				02/27/24	SAFARILAND/PATROL SUPPLIES				
5749-0324 Total:		2,737.06							
*** 5756-0324	3/1/2024	85.00	0.00	03/15/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-519000 Training And Education				02/10/24 IL-IAAI/FIRE & ARSON INVEST. TRNG JG					
*** 5756-0324	3/1/2024	660.00	0.00	03/15/2024				No	0
100-034-519000 Training And Education				02/12/24 CIFIA CONF/TRNG & CONF TR RB EB MR					
5756-0324 Total:		745.00							
6101-0324	3/1/2024	163.26	0.00	03/15/2024				No	0
100-032-522400 General Supplies				02/14/24 STAPLES/OFFICE SUPPLIES					
6101-0324 Total:		163.26							
6119-0324	3/1/2024	285.00	0.00	03/15/2024				No	0
100-007-519000 Training And Education				02/12/24 EUREKA COLLEGE/ICI 2024 REG. JD JE JW					
6119-0324 Total:		285.00							
Visa c/o Morton Communi		12,419.16							
Vonderheide Floor Coverings									
10689									
VM036794	2/27/2024	433.10	0.00	03/15/2024				No	0
100-763-587100 Office Equipment & Furniture				WINDOW COVERINGS					
VM036794 Total:		433.10							
Vonderheide Floor Coverin		433.10							
Washburn, Wesley									
13481									
EXPENSE-0324	3/7/2024	30.00	0.00	03/15/2024				No	0
100-761-519000 Training And Education				PROACTIVE PATROL TACTICS 03/21-03/22/24					
EXPENSE-0324 Total:		30.00							
Washburn, Wesley Total:		30.00							
Western Stage Props LLC									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
15138									
*** D14	2/26/2024	160.00	0.00	03/15/2024				No	0
100-761-592700 Shooting Range				RANGE EQUIPMENT					
*** D14	2/26/2024	320.00	0.00	03/15/2024				No	0
100-761-525000 Police Ammunition				RANGE EQUIPMENT					
D14 Total:		480.00							
Western Stage Props LLC T		480.00							
Weyland, Austin									
14663									
EXPENSE-0324	3/7/2024	477.81	0.00	03/15/2024				No	0
100-761-519000 Training And Education				100 CLUB FRONTLINE CONVENTION 03/17-03/19/24					
EXPENSE-0324 Total:		477.81							
Weyland, Austin Total:		477.81							
Report Total:		926,276.13							

Accounts Payable

To Be Paid Proof List

User: cmbodine@ci.pekin.il.us
Printed: 03/21/2024 - 1:31PM
Batch: 00007.03.2024 - CMB_2024-03-22



City Of Pekin
111 S. Capitol
Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Advance Auto Parts									
12965									
5146406066852	2/29/2024	74.40	0.00	03/22/2024				No	0
699-069-534000 Automotive Expense				BRAKE CLEANER VMF					
5146406066852 Total:		74.40							
5146406453797	3/4/2024	32.34	0.00	03/22/2024				No	0
100-032-534000 Automotive Expense				HEADLIGHT - STOCK STREET DEPT					
5146406453797 Total:		32.34							
5146406539524	3/5/2024	369.28	0.00	03/22/2024				No	0
100-032-534000 Automotive Expense				HUB BEARING STREET DEPT					
5146406539524 Total:		369.28							
5146406553805	3/5/2024	7.98	0.00	03/22/2024				No	0
100-034-534000 Automotive Expense				RADIATOR CAP ENGINE 5					
5146406553805 Total:		7.98							
Advance Auto Parts Total:		484.00							
Allegra Print & Imaging									
10016									
69919	3/12/2024	26.00	0.00	03/22/2024				No	0
100-793-551000 Printing And Publications				250 BUSINESS CARDS - ML					
69919 Total:		26.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Allegra Print & Imaging To	26.00							
Altorfer Inc 10019									
PC020785500	3/2/2024	165.61	0.00	03/22/2024				No	0
100-032-534000 Automotive Expense				CLIPS/WASHERS/BOLTS/SEALS FOR BACKHOE					
PC020785500 Total:		165.61							
PC020785501	3/2/2024	543.04	0.00	03/22/2024				No	0
100-032-534000 Automotive Expense				TUBE AS/SPACER/BOSS FOR BACKHOE 420E					
PC020785501 Total:		543.04							
PC020785502	3/2/2024	102.58	0.00	03/22/2024				No	0
100-032-534000 Automotive Expense				TDTO 30W 2.5 GAL FOR OLD BACKHOE					
PC020785502 Total:		102.58							
Altorfer Inc Total:		811.23							
Amazon Capital Services 10020									
1FW9KJGCCH7X	3/1/2024	184.12	0.00	03/22/2024				No	0
100-007-554300 Uniforms And Tools				SAFETY VESTS/MANHOLE PICK/ROAD PAINT					
1FW9KJGCCH7X Total:		184.12							
Amazon Capital Services T		184.12							
Ameren Illinois 10021									
*** 1270092007	3/6/2024	136.51	0.00	03/22/2024				No	0
525-525-550100 Utilities				AIRPORT ELEC VAULT 02/04-03/04/24					
1270092007 Total:		136.51							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
*** 3139109012	3/8/2024	48.72	0.00	03/22/2024				No	0
100-032-550500 Electricity For Street Li				NEW HANNA RD MTRD STR LGTS 02/04-03/03/24					
3139109012 Total:		48.72							
Ameren Illinois Total:		185.23							
American Water 12288									
2023-10	10/31/2023	450.00	0.00	03/22/2024				No	0
231-000-219900 AMW Shut Off Costs				SHUT OFF SERVICES - OCT 2023					
2023-10 Total:		450.00							
2023-11	11/30/2023	1,200.00	0.00	03/22/2024				No	0
231-000-219900 AMW Shut Off Costs				SHUT OFF SERVICES - NOV 2023					
2023-11 Total:		1,200.00							
2023-12	12/31/2023	1,275.00	0.00	03/22/2024				No	0
231-000-219900 AMW Shut Off Costs				SHUT OFF SERVICES - DEC 2023					
2023-12 Total:		1,275.00							
2024-01	1/31/2024	1,425.00	0.00	03/22/2024				No	0
231-000-219900 AMW Shut Off Costs				SHUT OFF SERVICES - JAN 2024					
2024-01 Total:		1,425.00							
American Water Total:		4,350.00							
Ardelean, Ioana 14913									
03152024	3/15/2024	480.00	0.00	03/22/2024				No	0
100-005-569000 Other Contractual Service				CREATION OF WAGE STUDY RFP					
03152024 Total:		480.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description					
Ardelean, Ioana Total:		480.00							
Arlington/Roe & Co, Inc									
13142									
INV1837525	10/6/2023	3,540.00	0.00	03/22/2024				No	0
525-525-518100 Liability Insurance Premiums				LIABILITY INSURANCE PREMIUM 01/01/24-01/01/25					
INV1837525 Total:		3,540.00							
Arlington/Roe & Co, Inc T		3,540.00							
Atlas Supply Company									
10038									
37409	3/1/2024	550.00	0.00	03/22/2024				No	0
501-501-529000 Equipment				VACUUM CLEANER					
37409 Total:		550.00							
Atlas Supply Company Tot		550.00							
Behrlawn Mowing & Yard Work									
14496									
4407	3/12/2024	720.00	0.00	03/22/2024				No	0
100-068-584009 General Public Improvements				T & M WORK					
4407 Total:		720.00							
Behrlawn Mowing & Yard		720.00							
Blue Cardinal Chemical									
11098									
12346	3/8/2024	293.24	0.00	03/22/2024				No	0
231-031-522400 General Supplies				GLOVES FOR PROTECTION					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
12346 Total:		293.24							
Blue Cardinal Chemical To		293.24							
Bosich, Sue E.									
15145									
24PEKSW0008	3/18/2024	750.00	0.00	03/22/2024					
231-030-569000 Other Contractual Service				BACKWATER VALVE PROGRAM PAYMENT					
24PEKSW0008 Total:		750.00							
Bosich, Sue E. Total:		750.00							
Calpine Energy Solutions, LLC									
10590									
*** 2407300194531	3/13/2024	18.71	0.00	03/22/2024					
100-032-550600 Electricity For Signal Li				101 S PARKWAY DR TRF LIGHT 01/25-02/25/24					
*** 2407300194531	3/13/2024	5.85	0.00	03/22/2024					
100-032-550600 Electricity For Signal Li				MALL & COMM UNMTRD TRF LGTS 01/19-02/19/24					
*** 2407300194531	3/13/2024	36.45	0.00	03/22/2024					
100-032-550600 Electricity For Signal Li				MALL & COMM MTRD TRF LGTS 01/18-02/18/24					
*** 2407300194531	3/13/2024	72.89	0.00	03/22/2024					
100-032-550500 Electricity For Street Li				500 PETRI LN MTRD STR LGTS 02/04-03/04/24					
*** 2407300194531	3/13/2024	3,688.74	0.00	03/22/2024					
100-032-550500 Electricity For Street Li				1208 KOCH ST CUST OWN ST LGTS 01/17-02/15/24					
*** 2407300194531	3/13/2024	940.11	0.00	03/22/2024					
100-032-550500 Electricity For Street Li				1208 KOCH ST STREET LIGHTS 01/17-02/15/24					
*** 2407300194531	3/13/2024	0.37	0.00	03/22/2024					
231-030-550100 Utilities				99 CAROLINE ST 01/30-02/28/24					
*** 2407300194531	3/13/2024	82.29	0.00	03/22/2024					
231-030-550100 Utilities				235 WHITE PINE TRAIL 01/25-02/25/24					
*** 2407300194531	3/13/2024	2.05	0.00	03/22/2024					
231-030-550100 Utilities				99 FAYETTE ST 02/05-03/05/24					
*** 2407300194531	3/13/2024	68.04	0.00	03/22/2024					
231-030-550100 Utilities				805 EAST SHORE DR 01/21-02/19/24					
*** 2407300194531	3/13/2024	41.23	0.00	03/22/2024					

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
231-030-550100 Utilities				801 SHERIDAN RD 01/14-02/12/24					
*** 2407300194531	3/13/2024	44.54	0.00	03/22/2024				No	0
231-030-550100 Utilities				1901 EL CAMINO DR 01/22-02/20/24					
*** 2407300194531	3/13/2024	271.17	0.00	03/22/2024				No	0
231-030-550100 Utilities				110 STATE, UNIT FT 01/30-02/28/24					
*** 2407300194531	3/13/2024	11.25	0.00	03/22/2024				No	0
231-030-550100 Utilities				1802 OAKWOOD DR 01/21-02/19/24					
*** 2407300194531	3/13/2024	35.88	0.00	03/22/2024				No	0
231-030-550100 Utilities				2120 SUSAN HOPE DR 01/14-02/12/24					
*** 2407300194531	3/13/2024	9.33	0.00	03/22/2024				No	0
231-030-550100 Utilities				2 CAPE CT 01/14-02/12/24					
*** 2407300194531	3/13/2024	89.39	0.00	03/22/2024				No	0
231-030-550100 Utilities				1831 WINGED FOOT DR 01/25-02/25/24					
*** 2407300194531	3/13/2024	47.50	0.00	03/22/2024				No	0
231-030-550100 Utilities				2804 S 14TH ST 01/23-02/21/24					
*** 2407300194531	3/13/2024	9.69	0.00	03/22/2024				No	0
100-068-550100 Utilities				1411 ELMGROVE TW 01/28-02/26/24					
*** 2407300194531	3/13/2024	360.32	0.00	03/22/2024				No	0
100-068-550100 Utilities				1130 KOCH ST, UNIT A 02/01-03/01/24					
*** 2407300194531	3/13/2024	32.48	0.00	03/22/2024				No	0
100-068-550100 Utilities				911 BRENKMAN DR 01/29-02/27/24					
*** 2407300194531	3/13/2024	14.70	0.00	03/22/2024				No	0
100-068-550100 Utilities				95 COURT ST UNMETERED 02/05-03/05/24					
*** 2407300194531	3/13/2024	17.26	0.00	03/22/2024				No	0
100-068-550100 Utilities				95 COURT ST 02/05-03/05/24					
*** 2407300194531	3/13/2024	1.93	0.00	03/22/2024				No	0
100-068-550100 Utilities				310 MARGARET ST 01/30-02/28/24					
*** 2407300194531	3/13/2024	0.46	0.00	03/22/2024				No	0
100-068-550100 Utilities				2504 S 2ND ST PEKIN SIGN 01/23-02/21/24					
*** 2407300194531	3/13/2024	3.68	0.00	03/22/2024				No	0
100-068-550100 Utilities				98 COURT ST 02/05-03/05/24					
*** 2407300194531	3/13/2024	1,078.17	0.00	03/22/2024				No	0
100-068-550100 Utilities				111 S CAPITOL ST 02/04-03/05/24					
*** 2407300194531	3/13/2024	27.60	0.00	03/22/2024				No	0
231-031-550100 Utilities				606 S FRONT ST UNMETERED 01/26-02/26/24					
*** 2407300194531	3/13/2024	7,377.64	0.00	03/22/2024				No	0
231-031-550100 Utilities				606 S FRONT ST 02/02-03/01/24					
*** 2407300194531	3/13/2024	46.39	0.00	03/22/2024				No	0
231-031-550100 Utilities				2500 S 2ND ST FBOP 01/23-02/21/24					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
*** 2407300194531	3/13/2024	85.84	0.00	03/22/2024				No	0
525-525-550100 Utilities					13906 AIRPORT LN, UNIT B 02/04-03/04/24				
*** 2407300194531	3/13/2024	753.95	0.00	03/22/2024				No	0
525-525-550100 Utilities					13906 AIRPORT LN, ELEC VAULT 02/04-03/04/24				
*** 2407300194531	3/13/2024	71.25	0.00	03/22/2024				No	0
525-525-550100 Utilities					13906 AIRPORT LN, UNIT A 02/04-03/04/24				
*** 2407300194531	3/13/2024	31.62	0.00	03/22/2024				No	0
525-525-550100 Utilities					13918 AIRPORT LN, UNIT B1 02/04-03/04/24				
*** 2407300194531	3/13/2024	1.43	0.00	03/22/2024				No	0
100-032-550100 Utilities					1208 KOCH ST UNMETERED 02/01-03/01/24				
*** 2407300194531	3/13/2024	171.09	0.00	03/22/2024				No	0
100-032-550100 Utilities					1208 KOCH ST 02/01-03/01/24				
*** 2407300194531	3/13/2024	128.00	0.00	03/22/2024				No	0
100-032-550100 Utilities					1140 KOCH ST SALT DOME 01/16-02/14/24				
*** 2407300194531	3/13/2024	116.87	0.00	03/22/2024				No	0
501-501-550100 Utilities					1130 KOCH ST - BUS 02/01-03/01/24				
*** 2407300194531	3/13/2024	11.24	0.00	03/22/2024				No	0
501-501-550100 Utilities					1130 KOCH, UNIT B (25938263) - BUS 01/17-02/14/24				
*** 2407300194531	3/13/2024	245.98	0.00	03/22/2024				No	0
501-501-550100 Utilities					1130 KOCH, UNIT B (25901276) - BUS 01/16-02/14/24				
*** 2407300194531	3/13/2024	395.15	0.00	03/22/2024				No	0
100-034-550100 Utilities					3232 COURT ST 01/18-02/18/24				
*** 2407300194531	3/13/2024	213.08	0.00	03/22/2024				No	0
100-034-550100 Utilities					272 DERBY ST 01/15-02/13/24				
*** 2407300194531	3/13/2024	116.87	0.00	03/22/2024				No	0
699-069-550100 Utilities					1130 KOCH ST - VMF 02/01-03/01/24				
*** 2407300194531	3/13/2024	11.24	0.00	03/22/2024				No	0
699-069-550100 Utilities					1130 KOCH, UNIT B (25938263) - VMF 01/17-02/14/24				
*** 2407300194531	3/13/2024	245.99	0.00	03/22/2024				No	0
699-069-550100 Utilities					1130 KOCH, UNIT B (25901276) - VMF 01/16-02/14/24				
240730019453179 Total:		17,035.71							
Calpine Energy Solutions,		17,035.71							
Centre State International Trucks, Inc									
10109									
01P85253	3/6/2024	-202.50	0.00	03/22/2024				No	0

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Account Number				Description	Reference				
501-501-534000 Automotive Expense				RETURN CALIPER BUS 1911					
01P85253 Total:		-202.50							
01P85282	3/8/2024	575.64	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				SPRINGS/BOLTS BUS 1202					
01P85282 Total:		575.64							
01P85301	3/11/2024	331.48	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				REPAIRS FOR SEAT BUS 1202					
01P85301 Total:		331.48							
Centre State International T		704.62							
Cintas Corporation 10115									
4185735426	3/7/2024	174.30	0.00	03/22/2024				No	0
699-069-569000 Other Contractual Service				VMF UNIFORM CLEANING					
4185735426 Total:		174.30							
Cintas Corporation Total:		174.30							
Cloudpoint Geospatial 11838									
INV3819	2/28/2024	7,850.00	0.00	03/22/2024				No	0
100-007-569000 Other Contractual Service				GIS SERVICES 05/01/23-04/30/25					
INV3819 Total:		7,850.00							
Cloudpoint Geospatial Tota		7,850.00							
Comcast Cable Communications, Inc 14903									
*** 203130001183	3/2/2024	109.45	0.00	03/22/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-990-569000 Other Contractual Service				CABLE BOXES @ 111 S CAPITOL ST					
203130001183 Total:		109.45							
Comcast Cable Communic		109.45							
Constellation NewEnergy - Gas Division, LLC									
13810									
*** 3985105	3/12/2024	693.25	0.00	03/22/2024	No0				
100-068-550100 Utilities				1130 KOCH ST GARAGE - FEB 2024					
*** 3985105	3/12/2024	731.04	0.00	03/22/2024	No0				
100-068-550100 Utilities				111 S CAPITOL ST - FEB 2024					
*** 3985105	3/12/2024	60.25	0.00	03/22/2024	No0				
100-068-550100 Utilities				1130 KOCH ST, UNIT A - FEB 2024					
*** 3985105	3/12/2024	344.09	0.00	03/22/2024	No0				
501-501-550100 Utilities				1130 KOCH ST, UNIT B - FEB 2024					
*** 3985105	3/12/2024	221.29	0.00	03/22/2024	No0				
501-501-550100 Utilities				1130 KOCH ST - FEB 2024					
*** 3985105	3/12/2024	344.09	0.00	03/22/2024	No0				
699-069-550100 Utilities				1130 KOCH ST, UNIT B - FEB 2024					
*** 3985105	3/12/2024	221.29	0.00	03/22/2024	No0				
699-069-550100 Utilities				1130 KOCH ST - FEB 2024					
*** 3985105	3/12/2024	237.02	0.00	03/22/2024	No0				
100-034-550100 Utilities				1000 N 14TH ST - FEB 2024					
*** 3985105	3/12/2024	381.42	0.00	03/22/2024	No0				
100-034-550100 Utilities				3232 COURT ST - FEB 2024					
*** 3985105	3/12/2024	305.82	0.00	03/22/2024	No0				
100-034-550100 Utilities				272 DERBY ST - FEB 2024					
*** 3985105	3/12/2024	1,421.74	0.00	03/22/2024	No0				
100-032-550100 Utilities				1208 KOCH ST - FEB 2024					
*** 3985105	3/12/2024	167.87	0.00	03/22/2024	No0				
525-525-550100 Utilities				13906 AIRPORT LN, UNIT C - FEB 2024					
*** 3985105	3/12/2024	978.46	0.00	03/22/2024	No0				
525-525-550100 Utilities				13907 AIRPORT LN - FEB 2024					
*** 3985105	3/12/2024	9,443.12	0.00	03/22/2024	No0				
231-031-550100 Utilities				606 S FRONT ST - FEB 2024					
*** 3985105	3/12/2024	466.53	0.00	03/22/2024	No0				
231-031-550100 Utilities				1508 EDGEWATER DR - FEB 2024					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	3985105 Total:	16,017.28							
	Constellation NewEnergy -	16,017.28							
Eitenmiller, Steven									
15146									
03192024	3/19/2024	6,460.79	0.00	03/22/2024				No	0
100-990-599000 Miscellaneous				REIMBURSE EXP FOR CANCELED FARM LEASE					
	03192024 Total:	6,460.79							
	Eitenmiller, Steven Total:	6,460.79							
G & H Marine Inc									
15143									
24099	3/1/2024	5,300.00	0.00	03/22/2024				No	0
231-033-564100 Drainage Improvements				STORM OUTLET HEADWALL REPAIR					
	24099 Total:	5,300.00							
	G & H Marine Inc Total:	5,300.00							
Gem City Tire									
12935									
44096	3/1/2024	225.50	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				BALANCE TIRES - BUS DEPT					
	44096 Total:	225.50							
	Gem City Tire Total:	225.50							
Hanson Professional Services Inc									
10248									
ARIV1002657	12/12/2023	14,613.69	0.00	03/22/2024	DERB-ENGR	engr		No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
445-041-561200 Engineering Fees				DERBY STREET DESIGN ENGINEERING					
ARIV1002657 Total:		14,613.69							
ARIV1004397	2/29/2024	24,724.14	0.00	03/22/2024	DERB-ENGR	enr		No	0
445-041-561200 Engineering Fees				DERBY STREET DESIGN ENGINEERING					
ARIV1004397 Total:		24,724.14							
ARIV1004536	3/5/2024	72,553.52	0.00	03/22/2024	COUR-8TOV	enr		No	0
445-041-561200 Engineering Fees				COURT ST DESIGN ENGINEERING					
ARIV1004536 Total:		72,553.52							
ARIV1004606	3/8/2024	1,364.55	0.00	03/22/2024				No	0
100-007-569000 Other Contractual Service				DOT UPDATES & MAINTENANCE PLAN					
ARIV1004606 Total:		1,364.55							
Hanson Professional Servic		113,255.90							
Haynes, Jessica 14809									
EXPENSE-0324	3/15/2024	21.36	0.00	03/22/2024				No	0
501-501-554200 Meals/Lodging				PCHS/CNA - TRIP 15095 - 03/08/24					
EXPENSE-0324 Total:		21.36							
Haynes, Jessica Total:		21.36							
Helm, Tammy Lynn 15144									
23344	3/1/2024	120.00	0.00	03/22/2024				No	0
100-007-569000 Other Contractual Service				SIGN LANGUAGE INTERPRETER ADA MTG 02/06/24					
23344 Total:		120.00							
Helm, Tammy Lynn Total:		120.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Hoerr Construction Inc 10269									
124066	2/29/2024	2,910.00	0.00	03/22/2024				No	0
231-030-569000 Other Contractual Service				SEWER LATERAL LAUNCH/1315 COURT ST 02/01/24					
124066 Total:		2,910.00							
124108	3/12/2024	324,603.68	0.00	03/22/2024				No	0
261-322-511200 Public Serv Activity/Delivery				DERBY STREET SEWER LINING SUMMER TO 2ND					
124108 Total:		324,603.68							
Hoerr Construction Inc Tot		327,513.68							
Hugh Saxe Enterprises, Inc 14364									
RS47303	2/26/2024	637.50	0.00	03/22/2024				No	0
501-501-534400 Equipment Repairs				REPAIR BUS DEPT WATER SOFTENER 12/12/23					
RS47303 Total:		637.50							
Hugh Saxe Enterprises, Inc		637.50							
IL American Water 10291									
*** 210001171146	3/11/2024	400.10	0.00	03/22/2024				No	0
100-068-550100 Utilities				BUS DEPT 01/09-03/07/24 (2 MONTHS)					
210001171146 Total:		400.10							
*** 210003041258	3/8/2024	18.26	0.00	03/22/2024				No	0
100-068-550100 Utilities				7TH ST YD HYDRANT 02/08-03/07/24					
210003041258 Total:		18.26							
*** 210003090717	3/8/2024	64.03	0.00	03/22/2024				No	0
100-068-550100 Utilities				STREET DEPT 02/08-03/07/24					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	210003090717 Total:	64.03							
*** 210003750453	3/12/2024	24.60	0.00	03/22/2024				No	0
100-068-550100 Utilities				VALLE VISTA YD HYDRANT 02/10-03/11/24					
	210003750453 Total:	24.60							
*** 220001944051	3/11/2024	419.93	0.00	03/22/2024				No	0
100-068-550100 Utilities				MECHANICS (VMF) 01/09-03/07/24 (2 MONTHS)					
	220001944051 Total:	419.93							
	IL American Water Total:	926.92							
Innovative Medical Therapies LLC									
14507									
*** 2000	3/12/2024	150.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				ANNUAL PHYSICAL & DRUG SCREEN - KH					
	2000 Total:	150.00							
2001	3/12/2024	150.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				ANNUAL PHYSICAL & DRUG SCREEN - DA					
	2001 Total:	150.00							
*** 2002	3/12/2024	150.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				ANNUAL PHYSICAL & DRUG SCREEN - LR					
	2002 Total:	150.00							
2003	3/12/2024	150.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				ANNUAL PHYSICAL & DRUG SCREEN - CH					
	2003 Total:	150.00							
2004	3/12/2024	150.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				ANNUAL PHYSICAL & DRUG SCREEN - LF					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
2004 Total:		150.00							
Innovative Medical Therap		750.00							
Interstate Batteries of Central IL									
10330									
*** 20028612	3/7/2024	343.09	0.00	03/22/2024				No	0
100-032-534000 Automotive Expense				BATTERIES - STREET DEPT					
*** 20028612	3/7/2024	789.30	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				BATTERIES - BUS DEPT					
20028612 Total:		1,132.39							
Interstate Batteries of Cent		1,132.39							
IWIRC									
10335									
*** 394927	2/23/2024	42.00	0.00	03/22/2024				No	0
100-032-559000 Medical Expense/supplies				STREET DEPT DRUG/ALC SCREENINGS 11/06/23					
*** 394927	2/23/2024	72.00	0.00	03/22/2024				No	0
223-023-559000 Medical Expense/supplies				SOLID WASTE DRUG/ALC SCREENINGS 11/06/23					
*** 394927	2/23/2024	468.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				BUS DEPT DRUG/ALC SCREENINGS 11/06/23					
394927 Total:		582.00							
399089	2/20/2024	106.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				NEW EMP PHYSICAL/DRUG SCREEN - BD 02/08/24					
399089 Total:		106.00							
399343	2/20/2024	72.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				POST ACCIDENT DRUG/ALC SCREEN - BP 02/09/24					
399343 Total:		72.00							
399400	2/20/2024	72.00	0.00	03/22/2024				No	0
501-501-559000 Medical Expense/supplies				ANNUAL DRUG/ALC SCREEN - CS 02/09/24					

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Account Number				Description	Reference					
399400 Total:		72.00								
*** 399511	2/23/2024	408.00	0.00	03/22/2024					No	0
501-501-559000 Medical Expense/supplies				BUS DEPT DRUG/ALC SCREENINGS 01/30/24						
*** 399511	2/23/2024	102.00	0.00	03/22/2024					No	0
100-032-559000 Medical Expense/supplies				STREET DEPT DRUG/ALC SCREENINGS 01/30/24						
399511 Total:		510.00								
IWIRC Total:		1,342.00								
iWorQ										
14937										
202999	3/1/2024	13,000.00	0.00	03/22/2024					No	0
100-032-569000 Other Contractual Service				IWORQ ANNUAL FEES/APR 2024-MAR 2025						
202999 Total:		13,000.00								
iWorQ Total:		13,000.00								
Kallister, David										
12389										
EXPENSE-0324	3/15/2024	43.19	0.00	03/22/2024					No	0
501-501-554200 Meals/Lodging				PCHS/GIRLS TRACK - TRIP 15106 - 03/01/24						
EXPENSE-0324 Total:		43.19								
Kallister, David Total:		43.19								
Kramer, Alina										
14995										
EXPENSE-0124	3/20/2024	18.50	0.00	03/22/2024					No	0
695-095-516700 Wellness Program				GYM MEMBERSHIP - JAN 2024						
EXPENSE-0124 Total:		18.50								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
EXPENSE-0224	3/20/2024	18.50	0.00	03/22/2024				No	0
695-095-516700 Wellness Program				GYM MEMBERSHIP - FEB 2024					
EXPENSE-0224 Total:		18.50							
Kramer, Alina Total:		37.00							
Laser Electric Inc 10367									
SC27292	2/21/2024	1,268.00	0.00	03/22/2024				No	0
100-032-532000 Electronic Equipment Main				REPAIRED OPTICOM TRF SIGNAL @ 14TH & COURT					
SC27292 Total:		1,268.00							
Laser Electric Inc Total:		1,268.00							
Leander Construction, Inc 12713									
*** 10	2/29/2024	69,769.55	0.00	03/22/2024				No	0
525-000-150600 Building Improvements				PAY APP #10 - RESOLUTION NO. 496 22/23					
10 Total:		69,769.55							
Leander Construction, Inc		69,769.55							
Lease Servicing Center, Inc 14673									
*** 6058252024	3/6/2024	122,839.58	0.00	03/22/2024				No	0
445-000-180000 Prepaid Expense				FY25 PRINCIPAL - 3 GARBAGE TRUCKS LEASE PMT					
*** 6058252024	3/6/2024	45,160.42	0.00	03/22/2024				No	0
445-000-180000 Prepaid Expense				FY25 INTEREST - 3 GARBAGE TRUCKS LEASE PMT					
6058252024 Total:		168,000.00							
Lease Servicing Center, Inc		168,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description					
LNP Powder Coating 13153									
140268	2/27/2024	400.00	0.00	03/22/2024				No	0
100-034-534000 Automotive Expense				MIRRORS - FIRE DEPT					
140268 Total:		400.00							
LNP Powder Coating Total		400.00							
Maquet, Nic 14546									
EXPENSE-0324	3/20/2024	160.00	0.00	03/22/2024				No	0
100-793-551600 Dues And Subscriptions				INT'L CODE COUNCIL MEMBERSHIP 03/19/24					
EXPENSE-0324 Total:		160.00							
Maquet, Nic Total:		160.00							
McDaniels Marketing Communications 10839									
INV10636	3/7/2024	500.00	0.00	03/22/2024				No	0
208-208-560500 Consulting Services				SEO & WEB MAINTENANCE - MAR 2024					
INV10636 Total:		500.00							
INV10637	3/7/2024	375.00	0.00	03/22/2024				No	0
208-208-560500 Consulting Services				WEBSITE HOSTING - MAR 2024					
INV10637 Total:		375.00							
McDaniels Marketing Com		875.00							
McMillan, Sue 10407									
*** EXPENSE-032	3/13/2024	47.40	0.00	03/22/2024				No	0
100-004-551000 Printing And Publications				RE-RECORD ORD. NO 4037-22/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
EXPENSE-0324A Total:		47.40							
*** EXPENSE-032.	3/13/2024	47.40	0.00	03/22/2024				No	0
100-004-551000 Printing And Publications				ORD. NO 4158-23/24 - ZONING ST JOSEPH PARKING					
EXPENSE-0324B Total:		47.40							
*** EXPENSE-032.	3/13/2024	47.40	0.00	03/22/2024				No	0
100-004-551000 Printing And Publications				ORD. NO 4157-23/24 - ZONING ST JOS. 700 COURT					
EXPENSE-0324C Total:		47.40							
*** EXPENSE-032.	3/13/2024	59.35	0.00	03/22/2024				No	0
100-004-551000 Printing And Publications				RECORD ORD NO. 4165-23/24					
EXPENSE-0324D Total:		59.35							
McMillan, Sue Total:		201.55							
Menards									
10414									
71240	2/26/2024	28.58	0.00	03/22/2024				No	0
223-023-534000 Automotive Expense				BONDER FOR SW21					
71240 Total:		28.58							
71241	2/28/2024	5.22	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				E/BUS - BOLT					
71241 Total:		5.22							
72089	3/11/2024	9.22	0.00	03/22/2024				No	0
100-068-522400 General Supplies				HANDLES FOR FANS					
72089 Total:		9.22							
72095	3/11/2024	74.97	0.00	03/22/2024				No	0
100-068-522400 General Supplies				DOOR HANDLE FOR MECHANIC SHOP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	72095 Total:	74.97							
72169	3/12/2024	3.74	0.00	03/22/2024				No	0
231-031-522400 General Supplies				FENDER WASHER/BOLT					
	72169 Total:	3.74							
72175	3/12/2024	19.99	0.00	03/22/2024				No	0
100-032-522400 General Supplies				10' X 0.25" CHAIN FOR SHOP USE					
	72175 Total:	19.99							
72259	3/13/2024	34.93	0.00	03/22/2024				No	0
100-068-522400 General Supplies				CLEANING SUPPLIES/RIVERFRONT BATHROOMS					
	72259 Total:	34.93							
*** 72425	3/15/2024	29.99	0.00	03/22/2024				No	0
100-068-522400 General Supplies				SILT FENCE FOR SHERIDAN LOT					
	72425 Total:	29.99							
72597	3/18/2024	59.98	0.00	03/22/2024				No	0
100-068-522400 General Supplies				FLOOR MATERIAL FOR BUS OFFICE					
	72597 Total:	59.98							
	Menards Total:	266.62							
Midwest Transit Equipment									
10421									
R35100763102	3/12/2024	861.55	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				REPAIRS MADE TO BUS 1937					
	R35100763102 Total:	861.55							
R35100764201	3/12/2024	984.30	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				REPAIRS MADE TO BUS 1914					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
R35100764201 Total:		984.30							
X10107037401	3/11/2024	326.97	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				MANIFOLD GASKET BUS 1213					
X10107037401 Total:		326.97							
X10107040501	3/11/2024	940.96	0.00	03/22/2024				No	0
501-501-534000 Automotive Expense				ROTORS BUS #1937					
X10107040501 Total:		940.96							
Midwest Transit Equipmen		3,113.78							
Millennia Professional Services									
11801									
ME20022026	2/19/2024	13,557.50	0.00	03/22/2024	COUR-8TOV	engr		No	0
445-041-561200 Engineering Fees				COURT ST CONSTRUCTION ENGINEERING					
ME20022026 Total:		13,557.50							
Millennia Professional Ser		13,557.50							
Pekin Area Chamber of Commerce									
10478									
03082024	3/8/2024	74.00	0.00	03/22/2024				No	0
208-208-560500 Consulting Services				TOURISM MARKETING 08/01-10/31/23					
03082024 Total:		74.00							
03142024A	3/14/2024	3,694.08	0.00	03/22/2024				No	0
208-208-560500 Consulting Services				TOURISM STAFFING 08/01-10/31/23					
03142024A Total:		3,694.08							
03142024B	3/14/2024	3,960.70	0.00	03/22/2024				No	0
208-208-560500 Consulting Services				TOURISM STAFFING 11/01/23-01/31/24					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
03142024B Total:		3,960.70							
03142024C	3/14/2024	1,850.86	0.00	03/22/2024					
208-208-560500 Consulting Services				DOWNTOWN CONCERT SERIES 11/01/23-01/31/24					
03142024C Total:		1,850.86							
Pekin Area Chamber of Co		9,579.64							
Pekin Public Library									
10488									
03312024	3/31/2024	18,827.89	0.00	03/22/2024					
100-990-496200 PPRT Tax Clearing Acct				LIBRARY PPRT DISBURSEMENT - MAR 2024					
03312024 Total:		18,827.89							
Pekin Public Library Total:		18,827.89							
Rainbo Oil Co									
10534									
9165199	3/7/2024	536.10	0.00	03/22/2024					
501-501-534000 Automotive Expense				PRO DEF - BUS DEPT					
9165199 Total:		536.10							
Rainbo Oil Co Total:		536.10							
Roanoke Concrete Products									
10553									
240727	3/1/2024	952.50	0.00	03/22/2024					
231-030-564000 Sewer Maintenance/Improvemen				FLOWABLE FOR SANITARY SEWER REPAIR					
240727 Total:		952.50							
Roanoke Concrete Product		952.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Safety Kleen Corp 10560									
93605308	2/6/2024	147.45	0.00	03/22/2024				No	0
699-069-522400 General Supplies				PARTS/SOLVENT WASH					
93605308 Total:		147.45							
Safety Kleen Corp Total:		147.45							
SCADAware 14952									
2007865	3/13/2024	608.84	0.00	03/22/2024				No	0
231-031-529000 Equipment				WORK ON SCADA SYSTEM 01/05-02/12/24					
2007865 Total:		608.84							
SCADAware Total:		608.84							
Schwartz Electric 10579									
18417	2/16/2024	2,240.00	0.00	03/22/2024				No	0
100-032-532000 Electronic Equipment Main				STREET LIGHT REMOVAL AFTER CAR ACCIDENT					
18417 Total:		2,240.00							
18473	3/14/2024	358.00	0.00	03/22/2024				No	0
100-068-580401 Building Repair				STREET DEPT EXTERIOR LIGHT					
18473 Total:		358.00							
18475	3/14/2024	1,655.81	0.00	03/22/2024				No	0
100-068-580401 Building Repair				MEDIA ROOM REPAIR					
18475 Total:		1,655.81							
Schwartz Electric Total:		4,253.81							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Springbrook Holding Company LLC 14638									
TMINV007454	3/14/2024	1,440.00	0.00	03/22/2024				No	0
100-006-519000 Training And Education				AP/PAYROLL SPRINGBROOK TRAINING - FEB 2024					
	TMINV007454 Total:	1,440.00							
	Springbrook Holding Com	1,440.00							
Stark Excavating, Inc 11710									
23290271	2/5/2024	14,388.00	0.00	03/22/2024				No	0
231-000-150800 Sewer Improvements				EXTRA WORK RIVER FRONT DEMO - RES. 68-23/24					
	23290271 Total:	14,388.00							
23290272	2/5/2024	3,077.30	0.00	03/22/2024				No	0
231-000-150800 Sewer Improvements				RIVER FRONT DEMO PROJECT - RES. 68-23/24					
	23290272 Total:	3,077.30							
REQUEST#2	3/1/2024	101,855.30	0.00	03/22/2024				No	0
231-000-150800 Sewer Improvements				RIVER FRONT DEMO PROJECT - RES. 68-23/24					
	REQUEST#2 Total:	101,855.30							
	Stark Excavating, Inc Total	119,320.60							
Taylor Print Impressions 10143									
7602284	1/9/2024	1,166.52	0.00	03/22/2024				No	0
100-006-520200 Office Supplies				#10 STANDARD WINDOW ENVELOPES, 5000 CT					
	7602284 Total:	1,166.52							
	Taylor Print Impressions To	1,166.52							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Tazewell County Highway Department									
11549									
02142024	2/14/2024	200.00	0.00	03/22/2024				No	0
100-007-569000 Other Contractual Service				ANNUAL BRIDGE INSPECTION - 090-5017 (14TH ST)					
02142024 Total:		200.00							
Tazewell County Highway		200.00							
Tazewell County Recorder									
11172									
03142024	3/14/2024	284.40	0.00	03/22/2024				No	0
231-029-593300 Lien Filing Fee				FILE ZERO/RELEASE 6 WW LIENS					
03142024 Total:		284.40							
Tazewell County Recorder		284.40							
Third Millennium Associates, Inc									
11953									
*** 31137	2/29/2024	2,188.37	0.00	03/22/2024				No	0
231-029-569000 Other Contractual Service				GREEN PAY SERVER FEE - FEB 2024					
*** 31137	2/29/2024	2,188.38	0.00	03/22/2024				No	0
223-023-569000 Other Contractual Service				GREEN PAY SERVER FEE - FEB 2024					
31137 Total:		4,376.75							
Third Millennium Associat		4,376.75							
Thouvenot, Wade, and Moerchen Inc									
14645									
83888	2/28/2024	688.75	0.00	03/22/2024	STAD-ENGR	engr		No	0
445-041-561200 Engineering Fees				STADIUM DR PATH ENGINEERING 01/31-02/01/24					
83888 Total:		688.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	Thouvenot, Wade, and Mo	688.75							
Thurm, Richard									
15133									
03122024	3/12/2024	349.45	0.00	03/22/2024				No	0
445-041-580200 Purchase Of Property				COURT ST/PROP. RELOCATION - 7 KENMORE CT					
	03122024 Total:	349.45							
	Thurm, Richard Total:	349.45							
Topless Tree Service									
14332									
2741	3/13/2024	1,750.00	0.00	03/22/2024				No	0
100-032-536000 Tree Removal / Replacemen				REMOVE TREE @ B'WAY NEAR KROGER 03/11/24					
	2741 Total:	1,750.00							
	Topless Tree Service Total:	1,750.00							
Tri-County Cleaning Systems									
11909									
73083	3/8/2024	354.90	0.00	03/22/2024				No	0
100-068-580401 Building Repair				CARPET CLEANING IN EOC					
	73083 Total:	354.90							
	Tri-County Cleaning Syste	354.90							
USABluebook									
10674									
INV00292195	2/29/2024	285.71	0.00	03/22/2024				No	0
231-031-561300 Testing Fees And Expenses				TESTING SUPPLIES					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	INV00292195 Total:	285.71							
	USABluebook Total:	285.71							
Verizon 14122 9958279483	3/3/2024	223.93	0.00	03/22/2024				No	0
501-501-550300 Telephone					BUS DEPT CELL PHONES 02/04-03/03/24				
	9958279483 Total:	223.93							
	Verizon Total:	223.93							
Wex Health, Inc 14835 32206	3/14/2024	38.12	0.00	03/22/2024				No	0
695-095-569000 Other Contractual Service					MARCH 2024 COBRA FEES				
	32206 Total:	38.12							
	Wex Health, Inc Total:	38.12							
Wieland's Lawn Mower Hospital 10704 916221	3/15/2024	535.98	0.00	03/22/2024				No	0
100-068-529000 Equipment					YARD CREW EQUIPMENT				
	916221 Total:	535.98							
	Wieland's Lawn Mower Ho	535.98							
Wilson, Tiffani 14897 EXPENSE-0324	3/15/2024	16.26	0.00	03/22/2024				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
501-501-554200 Meals/Lodging					PCHS/WELDING - TRIP 15164 - 03/05/24				
EXPENSE-0324 Total:		16.26							
Wilson, Tiffani Total:		16.26							
Report Total:		948,581.01							



General Ledger

Non General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
208	Tourism					
208-208-411005	Home Rule Motel Tax	\$ 360,000.00	\$ -	\$ 281,666.95	\$ 78,333.05	78.24%
	Taxes	\$ 360,000.00	\$ -	\$ 281,666.95	\$ 78,333.05	78.24%
208-208-463500	Late Payment Penalty	\$ 4,500.00	\$ -	\$ 190.87	\$ 4,309.13	4.24%
208-208-463600	Interest Charges	\$ 1,600.00	\$ -	\$ 38.17	\$ 1,561.83	2.39%
	Fines And Forfeitures	\$ 6,100.00	\$ -	\$ 229.04	\$ 5,870.96	3.75%
208-208-490100	Interest Earnings	\$ 800.00	\$ 9.28	\$ 242.42	\$ 557.58	30.30%
	Investment Earnings	\$ 800.00	\$ 9.28	\$ 242.42	\$ 557.58	30.30%
208-208-499201	Tourism Contributions	\$ -	\$ -	\$ 3,500.00	\$ (3,500.00)	0.00%
208-208-499800	Miscellaneous Receipts	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
	Other Revenue	\$ 2,500.00	\$ -	\$ 3,500.00	\$ (1,000.00)	140.00%
208-208-511600	Salary: All Personnel	\$ 12,261.00	\$ 775.28	\$ 9,397.03	\$ 2,863.97	76.64%
208-208-515000	Overtime	\$ -	\$ -	\$ 0.39	\$ (0.39)	0.00%
208-208-515500	Vacation Pay	\$ 1,300.00	\$ 0.81	\$ 944.82	\$ 355.18	72.68%
208-208-515600	Holiday Pay	\$ 400.00	\$ -	\$ 330.83	\$ 69.17	82.71%
208-208-515800	Sick Pay	\$ 75.00	\$ 74.90	\$ 238.65	\$ (163.65)	318.20%
208-208-517000	Oasdi/city Share 6.2%	\$ 870.00	\$ 51.32	\$ 628.25	\$ 241.75	72.21%
208-208-517001	Medicare/city Share 1.45%	\$ 204.00	\$ 11.98	\$ 145.97	\$ 58.03	71.55%
208-208-517401	IMRF	\$ 1,020.00	\$ 1,026.53	\$ 1,622.73	\$ (602.73)	159.09%
208-208-518000	Group Insurance	\$ 2,400.00	\$ 177.46	\$ 1,516.05	\$ 883.95	63.17%
	Personnel	\$ 18,530.00	\$ 2,118.28	\$ 14,824.72	\$ 3,705.28	80.00%
208-208-551600	Dues And Subscriptions	\$ 47,500.00	\$ -	\$ 47,500.00	\$ -	100.00%
208-208-560500	Consulting Services	\$ 76,000.00	\$ 10,454.64	\$ 60,269.02	\$ 15,730.98	79.30%
208-208-569000	Other Contractual Service	\$ -	\$ 379.00	\$ 3,178.97	\$ (3,178.97)	0.00%
208-208-598100	Public Relations	\$ -	\$ -	\$ 394.94	\$ (394.94)	0.00%
	Contractual Services	\$ 123,500.00	\$ 10,833.64	\$ 111,342.93	\$ 12,157.07	90.16%
208-208-597700	Sponsorships	\$ 74,000.00	\$ -	\$ 27,644.21	\$ 46,355.79	37.36%
208-208-598500	Farmer's Market Expense	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
208-208-599000	Miscellaneous	\$ -	\$ -	\$ 8,852.85	\$ (8,852.85)	0.00%
	Other Expenditures	\$ 84,000.00	\$ -	\$ 36,497.06	\$ 47,502.94	43.45%
208	Tourism	\$ 143,370.00	\$ (12,942.64)	\$ 122,973.70	\$ 20,396.30	85.77%
223	Solid Waste					
223-023-452300	Bulk Item Garbage Fees	\$ -	\$ 1,560.00	\$ 18,030.00	\$ (18,030.00)	0.00%
223-023-452400	Garbage Fees Non-resident	\$ -	\$ 60.00	\$ 570.00	\$ (570.00)	0.00%
223-023-459000	Sanitation Fee	\$ 2,832,062.00	\$ 235,331.76	\$ 2,598,400.47	\$ 233,661.53	91.75%
223-023-459400	Special Refuse Pickups	\$ 3,000.00	\$ 268.39	\$ 2,857.62	\$ 142.38	95.25%
	Fees/Charges For Service	\$ 2,835,062.00	\$ 237,220.15	\$ 2,619,858.09	\$ 215,203.91	92.41%
223-023-421000	Garbage Licenses	\$ -	\$ 2,250.00	\$ 2,250.00	\$ (2,250.00)	0.00%
	Licenses And Permits	\$ -	\$ 2,250.00	\$ 2,250.00	\$ (2,250.00)	0.00%
223-023-490100	Interest Earnings	\$ 1,500.00	\$ 12.50	\$ 81.02	\$ 1,418.98	5.40%
	Investment Earnings	\$ 1,500.00	\$ 12.50	\$ 81.02	\$ 1,418.98	5.40%
223-023-491500	Sale Of Municipal Property	\$ 50,000.00	\$ 3,540.00	\$ 35,830.00	\$ 14,170.00	71.66%
223-023-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Other Revenue	\$ 51,000.00	\$ 3,540.00	\$ 35,830.00	\$ 15,170.00	70.25%
223-023-511600	Salary: All Personnel	\$ 595,509.00	\$ 43,896.93	\$ 457,778.67	\$ 137,730.33	76.87%
223-023-515000	Overtime	\$ 30,000.00	\$ 251.99	\$ 35,778.72	\$ (5,778.72)	119.26%
223-023-515500	Vacation Pay	\$ 30,946.00	\$ 1,008.41	\$ 17,345.30	\$ 13,600.70	56.05%
223-023-515600	Holiday Pay	\$ 26,000.00	\$ -	\$ 17,367.34	\$ 8,632.66	66.80%
223-023-515800	Sick Pay	\$ 12,106.00	\$ 876.65	\$ 9,233.26	\$ 2,872.74	76.27%
223-023-515900	Compensated Absences	\$ 9,000.00	\$ -	\$ 707.04	\$ 8,292.96	7.86%
223-023-517000	Oasdi/city Share 6.2%	\$ 42,944.00	\$ 2,712.83	\$ 32,073.14	\$ 10,870.86	74.69%
223-023-517001	Medicare/city Share 1.45%	\$ 10,146.00	\$ 634.60	\$ 7,499.97	\$ 2,646.03	73.92%
223-023-517401	IMRF	\$ 64,006.00	\$ 5,911.83	\$ 40,544.27	\$ 23,461.73	63.34%
223-023-518000	Group Insurance	\$ 183,055.00	\$ 16,174.60	\$ 160,959.29	\$ 22,095.71	87.93%



General Ledger

Non General Fund Revenue vs Expense Detail

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Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-023-518300	Workers Comp Insurance	\$ 40,000.00	\$ -	\$ 41,745.33	\$ (1,745.33)	104.36%
223-023-554300	Uniforms And Tools	\$ 3,300.00	\$ 63.30	\$ 4,911.91	\$ (1,611.91)	148.85%
223-023-559000	Medical Expense/supplies	\$ 500.00	\$ 72.00	\$ 146.00	\$ 354.00	29.20%
	Personnel	\$ 1,047,512.00	\$ 71,603.14	\$ 826,090.24	\$ 221,421.76	78.86%
223-023-520200	Office Supplies	\$ 300.00	\$ 10.89	\$ 161.83	\$ 138.17	53.94%
223-023-520400	Postage	\$ 28,000.00	\$ 3,064.86	\$ 35,217.70	\$ (7,217.70)	125.78%
223-023-522400	General Supplies	\$ 2,000.00	\$ 181.65	\$ 1,587.06	\$ 412.94	79.35%
223-023-529000	Equipment	\$ 65,000.00	\$ -	\$ 14,194.71	\$ 50,805.29	21.84%
223-023-556100	Gasoline/diesel Fuel	\$ 110,000.00	\$ 11,798.53	\$ 175,159.29	\$ (65,159.29)	159.24%
	Supplies & Materials	\$ 205,300.00	\$ 15,055.93	\$ 226,320.59	\$ (21,020.59)	110.24%
223-023-518100	Liability Insurance Premiums	\$ 28,500.00	\$ -	\$ 30,252.42	\$ (1,752.42)	106.15%
223-023-524000	Lease/rental Of Equipment	\$ 125,069.00	\$ 125,069.00	\$ 126,269.00	\$ (1,200.00)	100.96%
223-023-534000	Automotive Expense	\$ 150,000.00	\$ 7,426.73	\$ 149,660.77	\$ 339.23	99.77%
223-023-538000	Maintenance Agreements	\$ 1,500.00	\$ -	\$ 1,214.32	\$ 285.68	80.95%
223-023-550100	Utilities	\$ 600.00	\$ -	\$ -	\$ 600.00	0.00%
223-023-555000	Radio Expense	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
223-023-560100	Auditing Fees	\$ 1,400.00	\$ -	\$ 5,153.29	\$ (3,753.29)	368.09%
223-023-561000	legal fees	\$ 800.00	\$ -	\$ -	\$ 800.00	0.00%
223-023-566500	Landfill Expense	\$ 650,000.00	\$ 24,963.47	\$ 536,094.70	\$ 113,905.30	82.48%
223-023-569000	Other Contractual Service	\$ 50,000.00	\$ 7,537.07	\$ 53,689.74	\$ (3,689.74)	107.38%
	Contractual Services	\$ 1,008,369.00	\$ 164,996.27	\$ 902,334.24	\$ 106,034.76	89.48%
223-023-551000	Printing And Publications	\$ 5,000.00	\$ 510.00	\$ 5,765.00	\$ (765.00)	115.30%
223-023-557200	License And Inspection Fees	\$ 500.00	\$ 385.00	\$ 1,144.00	\$ (644.00)	228.80%
223-023-590600	Bank/Credit Card Fees	\$ 15,000.00	\$ 1,649.44	\$ 16,825.95	\$ (1,825.95)	112.17%
223-023-599000	Miscellaneous	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
	Other Expenditures	\$ 20,600.00	\$ 2,544.44	\$ 23,734.95	\$ (3,134.95)	115.22%
223-023-590400	Interest Paid	\$ 42,931.00	\$ 42,931.00	\$ 42,931.00	\$ -	100.00%
	Debt Service	\$ 42,931.00	\$ 42,931.00	\$ 42,931.00	\$ -	100.00%
023	Garbage	\$ 562,850.00	\$ (54,108.13)	\$ 636,608.09	\$ (73,758.09)	113.10%
223-025-511600	Salary: All Personnel	\$ 120,000.00	\$ 12,549.96	\$ 149,474.08	\$ (29,474.08)	124.56%
223-025-515000	Overtime	\$ 8,500.00	\$ -	\$ 9,710.75	\$ (1,210.75)	114.24%
223-025-515500	Vacation Pay	\$ 2,500.00	\$ 235.68	\$ 4,507.38	\$ (2,007.38)	180.30%
223-025-515600	Holiday Pay	\$ 4,214.00	\$ -	\$ 5,656.32	\$ (1,442.32)	134.23%
223-025-515800	Sick Pay	\$ 3,563.00	\$ 1,119.48	\$ 9,046.96	\$ (5,483.96)	253.91%
223-025-515900	Compensated Absences	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
223-025-517000	Oasdi/city Share 6.2%	\$ 8,525.00	\$ 817.03	\$ 10,735.45	\$ (2,210.45)	125.93%
223-025-517001	Medicare/city Share 1.45%	\$ 2,110.00	\$ 191.10	\$ 2,510.64	\$ (400.64)	118.99%
223-025-517401	IMRF	\$ 12,649.00	\$ 906.60	\$ 12,631.76	\$ 17.24	99.86%
223-025-518000	Group Insurance	\$ 48,350.00	\$ 5,333.24	\$ 50,925.13	\$ (2,575.13)	105.33%
223-025-554300	Uniforms And Tools	\$ 1,250.00	\$ -	\$ 1,650.00	\$ (400.00)	132.00%
	Personnel	\$ 213,161.00	\$ 21,153.09	\$ 256,848.47	\$ (43,687.47)	120.50%
223-025-522400	General Supplies	\$ -	\$ -	\$ 232.08	\$ (232.08)	0.00%
223-025-529000	Equipment	\$ -	\$ -	\$ 13,374.33	\$ (13,374.33)	0.00%
223-025-556100	Gasoline/diesel Fuel	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
	Supplies & Materials	\$ 20,000.00	\$ -	\$ 13,606.41	\$ 6,393.59	68.03%
223-025-534000	Automotive Expense	\$ 25,000.00	\$ -	\$ 1,973.55	\$ 23,026.45	7.89%
223-025-555000	Radio Expense	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
223-025-566501	Compost Site Expense	\$ 100,000.00	\$ -	\$ 60,174.40	\$ 39,825.60	60.17%
	Contractual Services	\$ 125,500.00	\$ -	\$ 62,147.95	\$ 63,352.05	49.52%
223-025-551000	Printing And Publications	\$ 300.00	\$ 90.00	\$ 451.00	\$ (151.00)	150.33%
223-025-557200	License And Inspection Fees	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
	Other Expenditures	\$ 350.00	\$ 90.00	\$ 451.00	\$ (101.00)	128.86%
025	Yardwaste	\$ (359,011.00)	\$ (21,243.09)	\$ (333,053.83)	\$ (25,957.17)	92.77%
223-026-442700	County Grants	\$ 70,000.00	\$ -	\$ 70,651.00	\$ (651.00)	100.93%



General Ledger

Non General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Intergovernmental	\$ 70,000.00	\$ -	\$ 70,651.00	\$ (651.00)	100.93%
223-026-459000	Recycling Revenue	\$ 288.00	\$ -	\$ 288.00	\$ -	100.00%
223-026-491500	Sale of Municipal Property	\$ 12,000.00	\$ 400.00	\$ 4,880.00	\$ 7,120.00	40.67%
	Other Revenue	\$ 12,288.00	\$ 400.00	\$ 5,168.00	\$ 7,120.00	42.06%
223-026-511600	Salary: All Personnel	\$ 103,382.00	\$ 7,585.95	\$ 96,376.23	\$ 7,005.77	93.22%
223-026-515000	Overtime	\$ 6,500.00	\$ -	\$ 8,337.18	\$ (1,837.18)	128.26%
223-026-515500	Vacation Pay	\$ 3,820.00	\$ -	\$ 4,949.28	\$ (1,129.28)	129.56%
223-026-515600	Holiday Pay	\$ 3,804.00	\$ -	\$ 4,006.56	\$ (202.56)	105.32%
223-026-515800	Sick Pay	\$ 2,365.00	\$ 294.60	\$ 2,356.80	\$ 8.20	99.65%
223-026-515900	Compensated Absences	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
223-026-517000	Oasdi/city Share 6.2%	\$ 7,444.00	\$ 470.57	\$ 7,028.75	\$ 415.25	94.42%
223-026-517001	Medicare/city Share 1.45%	\$ 1,820.00	\$ 110.07	\$ 1,643.80	\$ 176.20	90.32%
223-026-517401	IMRF	\$ 10,939.00	\$ 513.81	\$ 8,213.37	\$ 2,725.63	75.08%
223-026-518000	Group Insurance	\$ 28,225.00	\$ 2,132.84	\$ 27,565.45	\$ 659.55	97.66%
223-026-518300	Workers Comp Insurance	\$ 7,000.00	\$ -	\$ 7,634.88	\$ (634.88)	109.07%
223-026-554300	Uniforms And Tools	\$ 1,200.00	\$ -	\$ 1,100.00	\$ 100.00	91.67%
	Personnel	\$ 178,499.00	\$ 11,107.84	\$ 169,212.30	\$ 9,286.70	94.80%
223-026-520200	Office Supplies	\$ -	\$ -	\$ 140.23	\$ (140.23)	0.00%
223-026-522400	General Supplies	\$ 100.00	\$ -	\$ 125.00	\$ (25.00)	125.00%
223-026-529000	Equipment	\$ -	\$ -	\$ 5,099.34	\$ (5,099.34)	0.00%
223-026-556100	Gasoline/diesel Fuel	\$ 20,000.00	\$ 1,379.52	\$ 17,615.21	\$ 2,384.79	88.08%
	Supplies & Materials	\$ 20,100.00	\$ 1,379.52	\$ 22,979.78	\$ (2,879.78)	114.33%
223-026-518100	Liability Insurance Premiums	\$ 2,600.00	\$ -	\$ 2,474.01	\$ 125.99	95.15%
223-026-534000	Automotive Expense	\$ 25,000.00	\$ 321.08	\$ 25,228.64	\$ (228.64)	100.91%
223-026-534400	Equipment Repairs	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
223-026-555000	Radio Expense	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
223-026-566502	Recycling Expense	\$ 80,000.00	\$ 5,315.40	\$ 62,290.28	\$ 17,709.72	77.86%
	Contractual Services	\$ 108,600.00	\$ 5,636.48	\$ 89,992.93	\$ 18,607.07	82.87%
223-026-550100	Utilities	\$ 600.00	\$ 70.70	\$ 477.19	\$ 122.81	79.53%
223-026-551000	Printing And Publications	\$ -	\$ 90.00	\$ 175.00	\$ (175.00)	0.00%
223-026-557200	License And Inspection Fees	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
	Other Expenditures	\$ 800.00	\$ 160.70	\$ 652.19	\$ 147.81	81.52%
026	Recycling	\$ (225,711.00)	\$ (17,884.54)	\$ (207,018.20)	\$ (18,692.80)	91.72%
223	Solid Waste	\$ (21,872.00)	\$ (93,235.76)	\$ 96,536.06	\$ (118,408.06)	-441.37%
231	Sewerage					
231-029-452000	Sewage Treatment - N Pekin	\$ 57,565.00	\$ -	\$ 57,564.84	\$ 0.16	100.00%
231-029-452900	Sewer Connection Fees	\$ -	\$ -	\$ 4,910.00	\$ (4,910.00)	0.00%
231-029-458400	Vactor Disposal Fees	\$ -	\$ -	\$ 93,312.72	\$ (93,312.72)	0.00%
231-029-459100	Basic Sewer Service Fees	\$ 6,300,000.00	\$ 523,616.00	\$ 5,927,947.31	\$ 372,052.69	94.09%
231-029-459200	Surcharge	\$ 25,000.00	\$ 1,669.19	\$ 23,971.49	\$ 1,028.51	95.89%
231-029-498900	Non Sufficient Funds Fee	\$ 3,000.00	\$ 500.00	\$ 4,075.00	\$ (1,075.00)	135.83%
	Fees/Charges For Service	\$ 6,385,565.00	\$ 525,785.19	\$ 6,111,781.36	\$ 273,783.64	95.71%
231-029-420900	Sewer Contractors License	\$ 2,000.00	\$ 4,700.00	\$ 4,900.00	\$ (2,900.00)	245.00%
231-029-427200	Sewer Permits	\$ 5,000.00	\$ 1,105.00	\$ 11,365.00	\$ (6,365.00)	227.30%
	Licenses And Permits	\$ 7,000.00	\$ 5,805.00	\$ 16,265.00	\$ (9,265.00)	232.36%
231-029-490100	Interest Earnings	\$ 5,000.00	\$ 38,932.64	\$ 548,355.42	\$ (543,355.42)	10967.11%
231-029-490110	Ww Finance Charge	\$ 300,000.00	\$ 23,953.46	\$ 233,116.16	\$ 66,883.84	77.71%
	Investment Earnings	\$ 305,000.00	\$ 62,886.10	\$ 781,471.58	\$ (476,471.58)	256.22%
231-029-490500	Lien File & Release Fees	\$ 10,000.00	\$ 1,916.80	\$ 6,589.00	\$ 3,411.00	65.89%
231-029-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
231-029-499802	Cash Over/short	\$ -	\$ 5.00	\$ 5.00	\$ (5.00)	0.00%
	Other Revenue	\$ 10,500.00	\$ 1,921.80	\$ 6,594.00	\$ 3,906.00	62.80%
231-029-511600	Salary: All Personnel	\$ 183,273.06	\$ 11,352.30	\$ 150,923.58	\$ 32,349.48	82.35%
231-029-515000	Overtime	\$ 1,500.00	\$ 126.01	\$ 1,718.87	\$ (218.87)	114.59%



General Ledger

Non General Fund Revenue vs Expense Detail

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Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-029-515500	Vacation Pay	\$ 11,142.24	\$ 51.30	\$ 10,247.26	\$ 894.98	91.97%
231-029-515600	Holiday Pay	\$ 9,952.54	\$ -	\$ 5,634.70	\$ 4,317.84	56.62%
231-029-515800	Sick Pay	\$ 4,275.14	\$ 150.70	\$ 5,160.78	\$ (885.64)	120.72%
231-029-517000	Oasdi/city Share 6.2%	\$ 12,855.00	\$ 699.19	\$ 10,273.15	\$ 2,581.85	79.92%
231-029-517001	Medicare/city Share 1.45%	\$ 3,007.00	\$ 163.48	\$ 2,401.76	\$ 605.24	79.87%
231-029-517401	IMRF	\$ 18,879.85	\$ 5,621.48	\$ 16,630.80	\$ 2,249.05	88.09%
231-029-518000	Group Insurance	\$ 40,611.33	\$ 2,588.07	\$ 32,873.08	\$ 7,738.25	80.95%
231-029-559000	Medical Expense/supplies	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
	Personnel	\$ 285,596.16	\$ 20,752.53	\$ 235,863.98	\$ 49,732.18	82.59%
231-029-520200	Office Supplies	\$ 300.00	\$ 10.90	\$ 281.00	\$ 19.00	93.67%
231-029-520400	Postage	\$ 30,000.00	\$ 3,084.04	\$ 33,229.77	\$ (3,229.77)	110.77%
	Supplies & Materials	\$ 30,300.00	\$ 3,094.94	\$ 33,510.77	\$ (3,210.77)	110.60%
231-029-534400	Equipment Repairs	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
231-029-538000	Maintenance Agreements	\$ 1,500.00	\$ -	\$ 1,214.32	\$ 285.68	80.95%
231-029-560700	IL-Am Water Shut Off Expense	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
231-029-560701	American Water Consmpmn Repts	\$ 12,000.00	\$ 2,015.60	\$ 11,347.92	\$ 652.08	94.57%
231-029-569000	Other Contractual Service	\$ 41,000.00	\$ 8,297.06	\$ 55,982.66	\$ (14,982.66)	136.54%
	Contractual Services	\$ 56,100.00	\$ 10,312.66	\$ 68,544.90	\$ (12,444.90)	122.18%
231-029-590600	Bank/Credit Card Fees	\$ 14,000.00	\$ 1,649.44	\$ 16,822.05	\$ (2,822.05)	120.16%
231-029-593300	Lien Filing Fee	\$ 10,000.00	\$ 1,374.50	\$ 6,777.50	\$ 3,222.50	67.78%
	Other Expenditures	\$ 24,000.00	\$ 3,023.94	\$ 23,599.55	\$ 400.45	98.33%
231-029-590400	Interest Paid	\$ 530,000.00	\$ 256.58	\$ 456,809.04	\$ 73,190.96	86.19%
231-029-591100	Bond Registrar Fees	\$ 500.00	\$ -	\$ 500.00	\$ -	100.00%
	Debt Service	\$ 530,500.00	\$ 256.58	\$ 457,309.04	\$ 73,190.96	86.20%
029	Waste Water	\$ 5,781,568.84	\$ 558,957.44	\$ 6,097,283.70	\$ (315,714.86)	105.46%
231-030-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ 647.00	\$ 353.00	64.70%
	Other Revenue	\$ 1,000.00	\$ -	\$ 647.00	\$ 353.00	64.70%
231-030-511600	Salary: All Personnel	\$ 222,067.00	\$ 14,148.05	\$ 178,450.16	\$ 43,616.84	80.36%
231-030-515000	Overtime	\$ 12,000.00	\$ 1,531.03	\$ 11,642.02	\$ 357.98	97.02%
231-030-515500	Vacation Pay	\$ 5,521.06	\$ 106.63	\$ 2,363.10	\$ 3,157.96	42.80%
231-030-515600	Holiday Pay	\$ 652.24	\$ -	\$ 912.80	\$ (260.56)	139.95%
231-030-515800	Sick Pay	\$ 447.55	\$ 128.23	\$ 564.67	\$ (117.12)	126.17%
231-030-517000	Oasdi/city Share 6.2%	\$ 14,544.13	\$ 935.35	\$ 11,499.76	\$ 3,044.37	79.07%
231-030-517001	Medicare/city Share 1.45%	\$ 3,594.92	\$ 218.81	\$ 2,688.53	\$ 906.39	74.79%
231-030-517401	IMRF	\$ 19,000.00	\$ 1,037.09	\$ 13,605.41	\$ 5,394.59	71.61%
231-030-518000	Group Insurance	\$ 63,392.25	\$ 6,027.40	\$ 57,781.41	\$ 5,610.84	91.15%
	Personnel	\$ 341,219.15	\$ 24,132.59	\$ 279,507.86	\$ 61,711.29	81.91%
231-030-520400	Postage	\$ 100.00	\$ -	\$ 345.24	\$ (245.24)	345.24%
231-030-522400	General Supplies	\$ 2,000.00	\$ 520.76	\$ 2,123.97	\$ (123.97)	106.20%
231-030-529000	Equipment	\$ 6,000.00	\$ -	\$ 17,290.81	\$ (11,290.81)	288.18%
	Supplies & Materials	\$ 8,100.00	\$ 520.76	\$ 19,760.02	\$ (11,660.02)	243.95%
231-030-518100	Liability Insurance Premiums	\$ 30,000.00	\$ -	\$ 30,424.68	\$ (424.68)	101.42%
231-030-524000	Lease/rental Of Equipment	\$ 10,000.00	\$ -	\$ 771.97	\$ 9,228.03	7.72%
231-030-534000	Automotive Expense	\$ 5,000.00	\$ 95.00	\$ 2,094.56	\$ 2,905.44	41.89%
231-030-534400	Equipment Repairs	\$ 25,000.00	\$ 675.00	\$ 33,905.69	\$ (8,905.69)	135.62%
231-030-538000	Maintenance Agreements	\$ 2,900.00	\$ -	\$ 4,000.00	\$ (1,100.00)	137.93%
231-030-550100	Utilities	\$ 21,000.00	\$ 2,180.76	\$ 25,832.09	\$ (4,832.09)	123.01%
231-030-551600	Dues And Subscriptions	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
231-030-564000	Sewer Maintenance/Improvements	\$ 200,000.00	\$ 952.50	\$ 56,156.92	\$ 143,843.08	28.08%
231-030-569000	Other Contractual Service	\$ 150,000.00	\$ 4,410.00	\$ 62,926.70	\$ 87,073.30	41.95%
	Contractual Services	\$ 448,900.00	\$ 8,313.26	\$ 216,112.61	\$ 232,787.39	48.14%
231-030-587000	Machinery And Equipment	\$ 10,000.00	\$ 3,688.80	\$ 3,688.80	\$ 6,311.20	36.89%
	Capital Outlay	\$ 10,000.00	\$ 3,688.80	\$ 3,688.80	\$ 6,311.20	36.89%
231-030-557310	Railroad Permit Fee	\$ 4,000.00	\$ -	\$ 3,557.34	\$ 442.66	88.93%



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Non General Fund Revenue vs Expense Detail

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Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Other Expenditures	\$ 4,000.00	\$ -	\$ 3,557.34	\$ 442.66	88.93%
231-030-590400	Interest Paid	\$ 4,000.00	\$ -	\$ 3,100.84	\$ 899.16	77.52%
	Debt Service	\$ 4,000.00	\$ -	\$ 3,100.84	\$ 899.16	77.52%
030	Sanitary Sewer	\$ (815,219.15)	\$ (36,655.41)	\$ (525,080.47)	\$ (290,138.68)	64.41%
231-031-511600	Salary: All Personnel	\$ 386,103.83	\$ 33,394.98	\$ 371,050.17	\$ 15,053.66	96.10%
231-031-515000	Overtime	\$ 10,000.00	\$ 853.24	\$ 9,461.82	\$ 538.18	94.62%
231-031-515500	Vacation Pay	\$ 33,985.21	\$ 77.29	\$ 29,166.35	\$ 4,818.86	85.82%
231-031-515600	Holiday Pay	\$ 18,510.35	\$ -	\$ 20,757.69	\$ (2,247.34)	112.14%
231-031-515800	Sick Pay	\$ 17,011.16	\$ 3,290.29	\$ 17,527.03	\$ (515.87)	103.03%
231-031-515900	Compensated Absences	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	0.00%
231-031-517000	Oasdi/city Share 6.2%	\$ 27,975.00	\$ 2,242.69	\$ 26,993.94	\$ 981.06	96.49%
231-031-517001	Medicare/city Share 1.45%	\$ 6,543.00	\$ 524.56	\$ 6,312.51	\$ 230.49	96.48%
231-031-517401	IMRF	\$ 32,803.00	\$ 3,423.50	\$ 32,663.08	\$ 139.92	99.57%
231-031-518000	Group Insurance	\$ 96,530.81	\$ 10,596.84	\$ 112,568.83	\$ (16,038.02)	116.61%
231-031-518300	Workers Comp Insurance	\$ 11,500.00	\$ -	\$ 11,944.35	\$ (444.35)	103.86%
231-031-554300	Uniforms And Tools	\$ 3,500.00	\$ -	\$ 2,616.99	\$ 883.01	74.77%
231-031-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ 212.00	\$ 288.00	42.40%
	Personnel	\$ 654,462.36	\$ 54,403.39	\$ 641,274.76	\$ 13,187.60	97.98%
231-031-519000	Training And Education	\$ 7,000.00	\$ -	\$ 40.00	\$ 6,960.00	0.57%
	Training & Education	\$ 7,000.00	\$ -	\$ 40.00	\$ 6,960.00	0.57%
231-031-520200	Office Supplies	\$ 100.00	\$ 92.00	\$ 232.23	\$ (132.23)	232.23%
231-031-520400	Postage	\$ 100.00	\$ -	\$ 135.82	\$ (35.82)	135.82%
231-031-522200	Chemical Supplies	\$ 160,000.00	\$ 30.00	\$ 144,406.41	\$ 15,593.59	90.25%
231-031-522400	General Supplies	\$ 6,000.00	\$ 517.29	\$ 3,296.06	\$ 2,703.94	54.93%
231-031-522600	Machine Lubricant & Oil	\$ 2,000.00	\$ 1,066.56	\$ 1,093.18	\$ 906.82	54.66%
231-031-529000	Equipment	\$ 50,000.00	\$ 12,612.43	\$ 14,808.51	\$ 35,191.49	29.62%
231-031-556100	Gasoline/diesel Fuel	\$ 3,000.00	\$ 226.12	\$ 4,064.69	\$ (1,064.69)	135.49%
	Supplies & Materials	\$ 221,200.00	\$ 14,544.40	\$ 168,036.90	\$ 53,163.10	75.97%
231-031-518100	Liability Insurance Premiums	\$ 12,500.00	\$ -	\$ 9,097.11	\$ 3,402.89	72.78%
231-031-524000	Lease/rental Of Equipment	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
231-031-534000	Automotive Expense	\$ 10,000.00	\$ 274.71	\$ 9,991.89	\$ 8.11	99.92%
231-031-534200	Buildings And Grounds Rep	\$ 10,000.00	\$ -	\$ 3,667.98	\$ 6,332.02	36.68%
231-031-534400	Equipment Repairs	\$ 50,000.00	\$ -	\$ 85,823.67	\$ (35,823.67)	171.65%
231-031-536400	Sludge Removal	\$ 100,000.00	\$ -	\$ 142,163.38	\$ (42,163.38)	142.16%
231-031-538000	Maintenance Agreements	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0.00%
231-031-550100	Utilities	\$ 270,000.00	\$ 17,673.38	\$ 178,195.05	\$ 91,804.95	66.00%
231-031-550300	Telephone	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
231-031-557300	Epa Permits	\$ 53,000.00	\$ -	\$ 52,500.00	\$ 500.00	99.06%
231-031-560100	Auditing Fees	\$ 3,000.00	\$ -	\$ 12,130.40	\$ (9,130.40)	404.35%
231-031-560600	Corporate Counsel Fees	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
231-031-561300	Testing Fees And Expenses	\$ 50,000.00	\$ 6,002.59	\$ 30,309.64	\$ 19,690.36	60.62%
231-031-566600	Pest Control	\$ 2,600.00	\$ -	\$ 860.00	\$ 1,740.00	33.08%
231-031-569000	Other Contractual Service	\$ 25,000.00	\$ 429.79	\$ 5,321.56	\$ 19,678.44	21.29%
231-031-599801	Computer Software	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Contractual Services	\$ 609,600.00	\$ 24,380.47	\$ 530,060.68	\$ 79,539.32	86.95%
231-031-587000	Machinery And Equipment	\$ 10,000.00	\$ -	\$ 6,005.43	\$ 3,994.57	60.05%
231-031-587500	Vehicles	\$ -	\$ -	\$ 824.72	\$ (824.72)	0.00%
	Capital Outlay	\$ 10,000.00	\$ -	\$ 6,830.15	\$ 3,169.85	68.30%
231-031-554200	Meals Lodging	\$ -	\$ -	\$ 30.00	\$ (30.00)	0.00%
231-031-557200	License And Inspection Fees	\$ 500.00	\$ -	\$ 320.00	\$ 180.00	64.00%
231-031-599000	Miscellaneous	\$ -	\$ -	\$ 46.10	\$ (46.10)	0.00%
	Other Expenditures	\$ 500.00	\$ -	\$ 396.10	\$ 103.90	79.22%
031	Wastewater Treatment Plant	\$ (1,502,762.36)	\$ (93,328.26)	\$ (1,346,638.59)	\$ (156,123.77)	89.61%



General Ledger

Non General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-033-511600	Salary: All Personnel	\$ 217,633.00	\$ 9,811.51	\$ 186,975.10	\$ 30,657.90	85.91%
231-033-515000	Overtime	\$ -	\$ -	\$ 13,801.07	\$ (13,801.07)	0.00%
231-033-515500	Vacation Pay	\$ 3,263.31	\$ 196.93	\$ 3,536.56	\$ (273.25)	108.37%
231-033-515600	Holiday Pay	\$ 1,261.78	\$ -	\$ 1,839.62	\$ (577.84)	145.80%
231-033-515800	Sick Pay	\$ 1,128.95	\$ 379.93	\$ 1,699.39	\$ (570.44)	150.53%
231-033-517000	Oasdi/city Share 6.2%	\$ 14,656.42	\$ 618.23	\$ 12,434.87	\$ 2,221.55	84.84%
231-033-517001	Medicare/city Share 1.45%	\$ 3,428.03	\$ 144.54	\$ 2,907.24	\$ 520.79	84.81%
231-033-517401	IMRF	\$ 18,322.00	\$ 870.06	\$ 15,055.81	\$ 3,266.19	82.17%
231-033-518000	Group Insurance	\$ 52,674.88	\$ 2,966.35	\$ 52,039.25	\$ 635.63	98.79%
	Personnel	\$ 312,368.37	\$ 14,987.55	\$ 290,288.91	\$ 22,079.46	92.93%
231-033-522400	General Supplies	\$ 1,000.00	\$ -	\$ 641.06	\$ 358.94	64.11%
231-033-535000	Material And Hauling	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Supplies & Materials	\$ 6,000.00	\$ -	\$ 641.06	\$ 5,358.94	10.68%
231-033-524000	Lease/rental Of Equipment	\$ 32,565.00	\$ 31,065.00	\$ 31,065.00	\$ 1,500.00	95.39%
231-033-534000	Automotive Expense	\$ 10,000.00	\$ -	\$ 16,856.89	\$ (6,856.89)	168.57%
231-033-534400	Equipment Repairs	\$ -	\$ -	\$ 3,235.28	\$ (3,235.28)	0.00%
231-033-557300	Epa Permits	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	100.00%
231-033-564100	Drainage Improvements	\$ 380,000.00	\$ 5,300.00	\$ 433,091.11	\$ (53,091.11)	113.97%
231-033-569000	Other Contractual Service	\$ 4,000.00	\$ 76.00	\$ 3,319.44	\$ 680.56	82.99%
	Contractual Services	\$ 428,065.00	\$ 36,441.00	\$ 489,067.72	\$ (61,002.72)	114.25%
231-033-580601	Sewer Repair	\$ -	\$ -	\$ 3,759.27	\$ (3,759.27)	0.00%
	Capital Outlay	\$ -	\$ -	\$ 3,759.27	\$ (3,759.27)	0.00%
231-033-590400	Interest Paid	\$ 4,300.00	\$ 347.52	\$ 5,406.51	\$ (1,106.51)	125.73%
	Debt Service	\$ 4,300.00	\$ 347.52	\$ 5,406.51	\$ (1,106.51)	125.73%
033	Storm Water	\$ (750,733.37)	\$ (51,776.07)	\$ (789,163.47)	\$ 38,430.10	105.12%
231	Sewerage	\$ 2,712,853.96	\$ 377,197.70	\$ 3,436,401.17	\$ (723,547.21)	126.67%
240	Motor Fuel					
240-240-414000	Illinois Motor Fuel Tax	\$ 1,500,000.00	\$ 112,839.89	\$ 1,288,535.60	\$ 211,464.40	85.90%
	Taxes	\$ 1,500,000.00	\$ 112,839.89	\$ 1,288,535.60	\$ 211,464.40	85.90%
240-240-490100	Interest Earnings	\$ 50,000.00	\$ 25,137.78	\$ 250,734.52	\$ (200,734.52)	501.47%
	Investment Earnings	\$ 50,000.00	\$ 25,137.78	\$ 250,734.52	\$ (200,734.52)	501.47%
240-240-535000	Material And Hauling	\$ -	\$ -	\$ (0.47)	\$ 0.47	0.00%
	Supplies & Materials	\$ -	\$ -	\$ (0.47)	\$ 0.47	0.00%
240-240-536300	Snow Removal - Salt & Chemical	\$ -	\$ -	\$ (0.36)	\$ 0.36	0.00%
240-240-550500	Electricity For Street Lights	\$ -	\$ -	\$ 0.24	\$ (0.24)	0.00%
240-240-550600	Electricity For Signal Lights	\$ -	\$ -	\$ 0.41	\$ (0.41)	0.00%
240-240-569000	Other Contractual Service	\$ 15,500.00	\$ 17,752.00	\$ 17,752.00	\$ (2,252.00)	114.53%
	Contractual Services	\$ 15,500.00	\$ 17,752.00	\$ 17,752.29	\$ (2,252.29)	114.53%
240-240-580500	Street Construction	\$ 3,832,795.00	\$ -	\$ -	\$ 3,832,795.00	0.00%
240-240-580501	Street Major Repair	\$ 205,000.00	\$ -	\$ -	\$ 205,000.00	0.00%
	Capital Outlay	\$ 4,037,795.00	\$ -	\$ -	\$ 4,037,795.00	0.00%
240	Motor Fuel	\$ (2,503,295.00)	\$ 120,225.67	\$ 1,521,518.30	\$ (4,024,813.30)	-60.78%
261	HUD - 14.218					
261-261-590600	Bank Charges	\$ -	\$ -	\$ 15.00	\$ (15.00)	0.00%
	Other Expenditures	\$ -	\$ -	\$ 15.00	\$ (15.00)	0.00%
261	Hud Administration	\$ -	\$ -	\$ 15.00	\$ (15.00)	0.00%
261-317-511000	Rehab Activity & Delivery	\$ -	\$ -	\$ 142.20	\$ (142.20)	0.00%
	Contractual Services	\$ -	\$ -	\$ 142.20	\$ (142.20)	0.00%
317	Grant Year 2017	\$ -	\$ -	\$ (142.20)	\$ 142.20	0.00%
261-319-511200	Public Serv Activity/Delivery	\$ -	\$ -	\$ 2,685.18	\$ (2,685.18)	0.00%
	Contractual Services	\$ -	\$ -	\$ 2,685.18	\$ (2,685.18)	0.00%
319	Grant Year 2019	\$ -	\$ -	\$ (2,685.18)	\$ 2,685.18	0.00%
261-320-446100	Grant Income	\$ 181,516.00	\$ -	\$ 51,035.53	\$ 130,480.47	28.12%



General Ledger

Non General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Intergovernmental	\$ 181,516.00	\$ -	\$ 51,035.53	\$ 130,480.47	28.12%
261-320-520400	Postage	\$ -	\$ 0.64	\$ 13.88	\$ (13.88)	0.00%
	Supplies & Materials	\$ -	\$ 0.64	\$ 13.88	\$ (13.88)	0.00%
261-320-511200	Public Serv Activity/Delivery	\$ -	\$ -	\$ 21,035.53	\$ (21,035.53)	0.00%
	Contractual Services	\$ -	\$ -	\$ 21,035.53	\$ (21,035.53)	0.00%
320	Grant Year 2020	\$ 181,516.00	\$ (0.64)	\$ 29,986.12	\$ 151,529.88	16.52%
261-321-446100	Grant Income	\$ 180,525.00	\$ -	\$ 238,944.45	\$ (58,419.45)	132.36%
	Intergovernmental	\$ 180,525.00	\$ -	\$ 238,944.45	\$ (58,419.45)	132.36%
261-321-591400	Loan Payments	\$ -	\$ -	\$ 249,635.20	\$ (249,635.20)	0.00%
	Debt Service	\$ -	\$ -	\$ 249,635.20	\$ (249,635.20)	0.00%
321	Grant Year 2021	\$ 180,525.00	\$ -	\$ (10,690.75)	\$ 191,215.75	-5.92%
261-322-446100	Grant Income	\$ -	\$ -	\$ 41,624.91	\$ (41,624.91)	0.00%
	Intergovernmental	\$ -	\$ -	\$ 41,624.91	\$ (41,624.91)	0.00%
261-322-490101	Loan Interest	\$ -	\$ -	\$ 0.48	\$ (0.48)	0.00%
	Investment Earnings	\$ -	\$ -	\$ 0.48	\$ (0.48)	0.00%
261-322-511600	Salary: All Personnel	\$ -	\$ 6,076.88	\$ 57,245.46	\$ (57,245.46)	0.00%
261-322-515500	Vacation Pay	\$ -	\$ -	\$ 1,302.55	\$ (1,302.55)	0.00%
261-322-515600	Holiday Pay	\$ -	\$ -	\$ 2,605.10	\$ (2,605.10)	0.00%
261-322-515800	Sick Pay	\$ -	\$ 76.92	\$ 2,957.16	\$ (2,957.16)	0.00%
261-322-517000	OASDI - City Share 6.2%	\$ -	\$ 359.18	\$ 3,846.93	\$ (3,846.93)	0.00%
261-322-517001	Medicare - City Share 1.45%	\$ -	\$ 84.00	\$ 899.65	\$ (899.65)	0.00%
261-322-517401	IMRF	\$ -	\$ 401.22	\$ 4,531.16	\$ (4,531.16)	0.00%
261-322-518000	Group Insurance	\$ -	\$ 928.34	\$ 9,978.78	\$ (9,978.78)	0.00%
	Personnel	\$ -	\$ 7,926.54	\$ 83,366.79	\$ (83,366.79)	0.00%
261-322-519000	Staff Training & Education	\$ -	\$ -	\$ 550.00	\$ (550.00)	0.00%
	Training & Education	\$ -	\$ -	\$ 550.00	\$ (550.00)	0.00%
261-322-520200	Office Supplies	\$ -	\$ -	\$ 82.83	\$ (82.83)	0.00%
261-322-520400	Postage	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
	Supplies & Materials	\$ 100.00	\$ -	\$ 82.83	\$ 17.17	82.83%
261-322-511000	Rehab Activity & Delivery	\$ -	\$ 94.80	\$ 94.80	\$ (94.80)	0.00%
261-322-511200	Public Serv Activity/Delivery	\$ -	\$ 324,603.68	\$ 324,603.68	\$ (324,603.68)	0.00%
261-322-511300	Public Facilities & Infra	\$ -	\$ -	\$ 25,797.87	\$ (25,797.87)	0.00%
	Contractual Services	\$ -	\$ 324,698.48	\$ 350,496.35	\$ (350,496.35)	0.00%
261-322-590400	Interest Paid	\$ -	\$ -	\$ 8,677.82	\$ (8,677.82)	0.00%
261-322-591400	Loan Payments	\$ -	\$ -	\$ 30,000.00	\$ (30,000.00)	0.00%
	Debt Service	\$ -	\$ -	\$ 38,677.82	\$ (38,677.82)	0.00%
322	Grant Year 2022	\$ (100.00)	\$ (332,625.02)	\$ (431,548.40)	\$ 431,448.40	431548.40%
261-323-446100	Grant Income	\$ 464,422.00	\$ 411,224.17	\$ 424,645.82	\$ 39,776.18	91.44%
261-323-446200	Countable Program Income	\$ 60,137.00	\$ -	\$ -	\$ 60,137.00	0.00%
	Intergovernmental	\$ 524,559.00	\$ 411,224.17	\$ 424,645.82	\$ 99,913.18	80.95%
261-323-511600	Salary: All Personnel	\$ 60,230.32	\$ -	\$ -	\$ 60,230.32	0.00%
261-323-515500	Vacation Pay	\$ 2,541.60	\$ -	\$ -	\$ 2,541.60	0.00%
261-323-515600	Holiday Pay	\$ 2,541.60	\$ -	\$ -	\$ 2,541.60	0.00%
261-323-515800	Sick Pay	\$ 762.48	\$ -	\$ -	\$ 762.48	0.00%
261-323-517000	Oasdi/City Share 6.2%	\$ 4,096.71	\$ -	\$ -	\$ 4,096.71	0.00%
261-323-517001	Medicare/City Share 1.45%	\$ 958.10	\$ -	\$ -	\$ 958.10	0.00%
261-323-517401	IMRF	\$ 6,078.99	\$ -	\$ -	\$ 6,078.99	0.00%
261-323-518000	Group Insurance	\$ 10,790.64	\$ -	\$ -	\$ 10,790.64	0.00%
	Personnel	\$ 88,000.44	\$ -	\$ -	\$ 88,000.44	0.00%
261-323-511100	Demo Activity & Delivery	\$ 150,000.00	\$ -	\$ 39.00	\$ 149,961.00	0.03%
261-323-511300	Public Facilities & Infra	\$ 400,000.00	\$ 75,000.00	\$ 75,000.00	\$ 325,000.00	18.75%
	Contractual Services	\$ 550,000.00	\$ 75,000.00	\$ 75,039.00	\$ 474,961.00	13.64%
261-323-551000	Printing & Publication	\$ 500.00	\$ -	\$ 97.00	\$ 403.00	19.40%
261-323-590400	Interest Paid	\$ 18,800.00	\$ -	\$ 13,288.59	\$ 5,511.41	70.68%



General Ledger

Non General Fund Revenue vs Expense Detail

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Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
261-323-599801	Computer Software	\$ -	\$ -	\$ 4,800.00	\$ (4,800.00)	0.00%
	Other Expenditures	\$ 19,300.00	\$ -	\$ 18,185.59	\$ 1,114.41	94.23%
261-323-591400	Loan Payments	\$ 68,000.00	\$ -	\$ -	\$ 68,000.00	0.00%
	Debt Service	\$ 68,000.00	\$ -	\$ -	\$ 68,000.00	0.00%
323	Department	\$ (200,741.44)	\$ 336,224.17	\$ 331,421.23	\$ (532,162.67)	-165.10%
261	HUD - 14.218	\$ 161,199.56	\$ 3,598.51	\$ (83,674.18)	\$ 244,873.74	-51.91%
270	TIF CBD					
270-270-410100	Real Estate Tax	\$ 490,000.00	\$ -	\$ 501,464.54	\$ (11,464.54)	102.34%
	Taxes	\$ 490,000.00	\$ -	\$ 501,464.54	\$ (11,464.54)	102.34%
270-270-490100	Interest Earnings	\$ 3,500.00	\$ 14.70	\$ 477.08	\$ 3,022.92	13.63%
	Investment Earnings	\$ 3,500.00	\$ 14.70	\$ 477.08	\$ 3,022.92	13.63%
270-270-511600	Salary: All Personnel	\$ 19,750.00	\$ 888.04	\$ 6,230.22	\$ 13,519.78	31.55%
270-270-515500	Vacation Pay	\$ 510.00	\$ 0.81	\$ 1,039.38	\$ (529.38)	203.80%
270-270-515600	Holiday Pay	\$ 120.00	\$ -	\$ 319.57	\$ (199.57)	266.31%
270-270-515800	Sick Pay	\$ 50.00	\$ 91.54	\$ 94.79	\$ (44.79)	189.58%
270-270-517000	Oasdi/city Share 6.2%	\$ 1,266.66	\$ 59.14	\$ 458.08	\$ 808.58	36.16%
270-270-517001	Medicare/city Share 1.45%	\$ 296.24	\$ 13.84	\$ 103.94	\$ 192.30	35.09%
270-270-517401	IMRF	\$ 3,677.36	\$ 646.88	\$ 1,046.49	\$ 2,630.87	28.46%
270-270-518000	Group Insurance	\$ -	\$ 199.29	\$ 987.84	\$ (987.84)	0.00%
	Personnel	\$ 25,670.26	\$ 1,899.54	\$ 10,280.31	\$ 15,389.95	40.05%
270-270-560100	Auditing Fees	\$ -	\$ -	\$ 1,750.00	\$ (1,750.00)	0.00%
270-270-560500	Consulting Services	\$ 17,000.00	\$ -	\$ 49,549.71	\$ (32,549.71)	291.47%
270-270-561000	Legal Fees	\$ -	\$ -	\$ 24,000.00	\$ (24,000.00)	0.00%
270-270-561200	Engineering Fees	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
270-270-569000	Other Contractual Service	\$ -	\$ 228.00	\$ 1,667.99	\$ (1,667.99)	0.00%
270-270-591200	Developer Agreement Payments	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
	Contractual Services	\$ 127,000.00	\$ 228.00	\$ 76,967.70	\$ 50,032.30	60.60%
270-270-584009	General Public Improvements	\$ 1,130,000.00	\$ -	\$ 509,024.88	\$ 620,975.12	45.05%
	Capital Outlay	\$ 1,130,000.00	\$ -	\$ 509,024.88	\$ 620,975.12	45.05%
270-270-565300	School Distr Tax Reimbursement	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00%
	Other Expenditures	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00%
270	TIF CBD	\$ (939,170.26)	\$ (2,112.84)	\$ (94,331.27)	\$ (844,838.99)	10.04%
271	East Residential TIF					
271-271-560500	Consulting Services	\$ -	\$ -	\$ 2,743.93	\$ (2,743.93)	0.00%
	Contractual Services	\$ -	\$ -	\$ 2,743.93	\$ (2,743.93)	0.00%
271	East Residential TIF	\$ -	\$ -	\$ (2,743.93)	\$ 2,743.93	0.00%
272	South Residential TIF					
272-272-560500	Consulting Services	\$ -	\$ -	\$ 2,500.25	\$ (2,500.25)	0.00%
	Contractual Services	\$ -	\$ -	\$ 2,500.25	\$ (2,500.25)	0.00%
272	South Residential TIF	\$ -	\$ -	\$ (2,500.25)	\$ 2,500.25	0.00%
273	TIF SIPCA					
273-273-410100	Real Estate Tax	\$ 185,000.00	\$ -	\$ 233,592.97	\$ (48,592.97)	126.27%
	Taxes	\$ 185,000.00	\$ -	\$ 233,592.97	\$ (48,592.97)	126.27%
273-273-490100	Interest Earnings	\$ 2,000.00	\$ 11.13	\$ 319.82	\$ 1,680.18	15.99%
	Investment Earnings	\$ 2,000.00	\$ 11.13	\$ 319.82	\$ 1,680.18	15.99%
273-273-511600	Salary: All Personnel	\$ 10,846.00	\$ 652.60	\$ 4,538.92	\$ 6,307.08	41.85%
273-273-515500	Vacation Pay	\$ 325.00	\$ 0.81	\$ 737.09	\$ (412.09)	226.80%
273-273-515600	Holiday Pay	\$ 110.00	\$ -	\$ 236.94	\$ (126.94)	215.40%
273-273-515800	Sick Pay	\$ 30.00	\$ 65.38	\$ 68.63	\$ (38.63)	228.77%
273-273-517000	Oasdi/city share 6.2%	\$ 672.45	\$ 43.24	\$ 333.39	\$ 339.06	49.58%
273-273-517001	Medicare/city share 1.45%	\$ 157.27	\$ 10.13	\$ 75.70	\$ 81.57	48.13%



General Ledger

Non General Fund Revenue vs Expense Detail

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Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
273-273-517401	IMRF	\$ 1,200.00	\$ 434.85	\$ 728.95	\$ 471.05	60.75%
273-273-518000	Group Insurance	\$ 1,500.00	\$ 144.68	\$ 724.87	\$ 775.13	48.32%
	Personnel	\$ 14,840.72	\$ 1,351.69	\$ 7,444.49	\$ 7,396.23	50.16%
273-273-560100	Auditing Fees	\$ 1,500.00	\$ -	\$ 1,750.00	\$ (250.00)	116.67%
273-273-560500	Consulting Services	\$ 4,500.00	\$ -	\$ 4,351.69	\$ 148.31	96.70%
273-273-561200	Engineering	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	0.00%
273-273-569000	Other Contractual Service	\$ -	\$ 152.00	\$ 1,111.99	\$ (1,111.99)	0.00%
273-273-591200	Developer Agreement Payments	\$ -	\$ -	\$ 10,098.80	\$ (10,098.80)	0.00%
	Contractual Services	\$ 306,000.00	\$ 152.00	\$ 17,312.48	\$ 288,687.52	5.66%
273-273-584009	General Public Improvements	\$ 117,184.00	\$ -	\$ -	\$ 117,184.00	0.00%
	Capital Outlay	\$ 117,184.00	\$ -	\$ -	\$ 117,184.00	0.00%
273-273-565400	Surplus Declaration	\$ 46,500.00	\$ -	\$ -	\$ 46,500.00	0.00%
273-273-590300	Real Estate Tax Expense	\$ -	\$ -	\$ 3,414.52	\$ (3,414.52)	0.00%
	Other Expenditures	\$ 46,500.00	\$ -	\$ 3,414.52	\$ 43,085.48	7.34%
273	Tif SIPCA	\$ (297,524.72)	\$ (1,492.56)	\$ 205,741.30	\$ (503,266.02)	-69.15%
275	TIF Court Street					
275-275-410100	Real Estate Taxes	\$ 649,973.00	\$ -	\$ 637,085.31	\$ 12,887.69	98.02%
	Taxes	\$ 649,973.00	\$ -	\$ 637,085.31	\$ 12,887.69	98.02%
275-275-490100	Interest Earnings	\$ -	\$ 4.06	\$ 83.32	\$ (83.32)	0.00%
	Investment Earnings	\$ -	\$ 4.06	\$ 83.32	\$ (83.32)	0.00%
275-275-511600	Salary: All Personnel	\$ -	\$ 1,059.30	\$ 3,942.95	\$ (3,942.95)	0.00%
275-275-515500	Vacation Pay	\$ -	\$ -	\$ 882.75	\$ (882.75)	0.00%
275-275-515600	Holiday Pay	\$ -	\$ -	\$ 353.10	\$ (353.10)	0.00%
275-275-515800	Sick Pay	\$ -	\$ 117.70	\$ 117.70	\$ (117.70)	0.00%
275-275-517000	Oasdi/city share 6.2%	\$ -	\$ 70.90	\$ 338.23	\$ (338.23)	0.00%
275-275-517001	Medicare/city share 1.45%	\$ -	\$ 16.58	\$ 75.06	\$ (75.06)	0.00%
275-275-517401	IMRF	\$ -	\$ 563.74	\$ 846.61	\$ (846.61)	0.00%
275-275-518000	Group Insurance	\$ -	\$ 245.64	\$ 975.04	\$ (975.04)	0.00%
	Personnel	\$ -	\$ 2,073.86	\$ 7,531.44	\$ (7,531.44)	0.00%
275-275-560500	Consulting Services	\$ -	\$ -	\$ 9,026.79	\$ (9,026.79)	0.00%
275-275-569000	Other Contractual Service	\$ -	\$ 190.00	\$ 821.93	\$ (821.93)	0.00%
275-275-591200	Developer Agreement Payments	\$ 832,599.00	\$ -	\$ 230,953.87	\$ 601,645.13	27.74%
	Contractual Services	\$ 832,599.00	\$ 190.00	\$ 240,802.59	\$ 591,796.41	28.92%
275-275-565300	School Distr Tax Reimbursement	\$ 97,496.00	\$ -	\$ -	\$ 97,496.00	0.00%
275-275-590400	Interest Paid	\$ -	\$ -	\$ 20.51	\$ (20.51)	0.00%
	Other Expenditures	\$ 97,496.00	\$ -	\$ 20.51	\$ 97,475.49	0.02%
275	TIF Court Street	\$ (280,122.00)	\$ (2,259.80)	\$ 388,814.09	\$ (668,936.09)	-138.80%
277	BDD (#1)					
277-277-411006	BDD Sales Taxes	\$ 3,300,000.00	\$ 305,358.24	\$ 3,089,539.49	\$ 210,460.51	93.62%
277-277-411007	BDD Hotel/Motel Taxes	\$ 50,000.00	\$ -	\$ 46,944.47	\$ 3,055.53	93.89%
	Taxes	\$ 3,350,000.00	\$ 305,358.24	\$ 3,136,483.96	\$ 213,516.04	93.63%
277-277-490100	Interest Earnings	\$ 10,000.00	\$ 130.17	\$ 1,835.86	\$ 8,164.14	18.36%
	Investment Earnings	\$ 10,000.00	\$ 130.17	\$ 1,835.86	\$ 8,164.14	18.36%
277-277-492100	Loan Proceeds	\$ 5,500,000.00	\$ 2,998,725.00	\$ 5,498,725.00	\$ 1,275.00	99.98%
	Debt Proceeds	\$ 5,500,000.00	\$ 2,998,725.00	\$ 5,498,725.00	\$ 1,275.00	99.98%
277-277-511600	Salary: All Personnel	\$ -	\$ 2,941.74	\$ 10,949.81	\$ (10,949.81)	0.00%
277-277-515500	Vacation Pay	\$ -	\$ -	\$ 2,451.45	\$ (2,451.45)	0.00%
277-277-515600	Holiday Pay	\$ -	\$ -	\$ 980.58	\$ (980.58)	0.00%
277-277-515800	Sick Pay	\$ -	\$ 326.86	\$ 326.86	\$ (326.86)	0.00%
277-277-517000	Oasdi/city share 6.2%	\$ -	\$ 196.90	\$ 939.35	\$ (939.35)	0.00%
277-277-517001	Medicare/city share 1.45%	\$ -	\$ 46.06	\$ 208.51	\$ (208.51)	0.00%
277-277-517401	IMRF	\$ -	\$ 796.12	\$ 1,581.66	\$ (1,581.66)	0.00%
277-277-518000	Group Insurance	\$ -	\$ 682.12	\$ 2,707.68	\$ (2,707.68)	0.00%



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Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Personnel	\$ -	\$ 4,989.80	\$ 20,145.90	\$ (20,145.90)	0.00%
277-277-560500	Consulting Services	\$ 15,000.00	\$ -	\$ 3,726.61	\$ 11,273.39	24.84%
277-277-569000	Other Contractual Services	\$ -	\$ 228.00	\$ 984.55	\$ (984.55)	0.00%
277-277-591200	Developer Agreement Payments	\$ -	\$ 2,500,000.00	\$ 2,500,000.00	\$ (2,500,000.00)	0.00%
	Contractual Services	\$ 15,000.00	\$ 2,500,228.00	\$ 2,504,711.16	\$ (2,489,711.16)	16698.07%
277-277-584009	General Public Improvements	\$ 10,846,857.00	\$ (2,281.08)	\$ 2,852,761.61	\$ 7,994,095.39	26.30%
	Capital Outlay	\$ 10,846,857.00	\$ (2,281.08)	\$ 2,852,761.61	\$ 7,994,095.39	26.30%
277-277-590400	Interest Paid	\$ -	\$ -	\$ 598.31	\$ (598.31)	0.00%
	Other Expenditures	\$ -	\$ -	\$ 598.31	\$ (598.31)	0.00%
277	BDD (#1)	\$ (2,001,857.00)	\$ 801,276.69	\$ 3,258,827.84	\$ (5,260,684.84)	-162.79%
445	Capital Projects					
445-041-490100	Interest Earnings	\$ -	\$ 29.52	\$ 2,826.19	\$ (2,826.19)	0.00%
	Investment Earnings	\$ -	\$ 29.52	\$ 2,826.19	\$ (2,826.19)	0.00%
445-041-529000	Equipment	\$ -	\$ -	\$ 86,491.36	\$ (86,491.36)	0.00%
	Supplies & Materials	\$ -	\$ -	\$ 86,491.36	\$ (86,491.36)	0.00%
445-041-534000	Automotive Expense	\$ -	\$ 500.00	\$ 256,778.87	\$ (256,778.87)	0.00%
445-041-534900	Sidewalk Renovations	\$ 250,000.00	\$ -	\$ 93,527.94	\$ 156,472.06	37.41%
	Contractual Services	\$ 250,000.00	\$ 500.00	\$ 350,306.81	\$ (100,306.81)	140.12%
445-041-584000	Construction	\$ 220,000.00	\$ -	\$ 148,358.01	\$ 71,641.99	67.44%
	Capital Outlay	\$ 220,000.00	\$ -	\$ 148,358.01	\$ 71,641.99	67.44%
445-041-590400	Interest Paid	\$ 8,300.00	\$ (42,688.51)	\$ 4,801.98	\$ 3,498.02	57.86%
	Debt Service	\$ 8,300.00	\$ (42,688.51)	\$ 4,801.98	\$ 3,498.02	57.86%
445-041-524000	Lease/Rental of Equipment	\$ 23,110.33	\$ (153,113.93)	\$ 27,070.56	\$ (3,960.23)	117.14%
445-041-561200	Engineering Fees	\$ 1,860,000.00	\$ 126,137.60	\$ 1,134,691.30	\$ 725,308.70	61.00%
445-041-580200	Purchase Of Property	\$ 800,000.00	\$ 141,190.18	\$ 689,453.20	\$ 110,546.80	86.18%
445-041-580500	Street Construction	\$ 4,123,110.00	\$ -	\$ 183,098.36	\$ 3,940,011.64	4.44%
445-041-580501	Street Improvement/Repair	\$ 7,000.00	\$ -	\$ 11,127.83	\$ (4,127.83)	158.97%
445-041-590300	Real Estate Tax Expense	\$ -	\$ -	\$ 476.03	\$ (476.03)	0.00%
	Capital Expense	\$ 6,813,220.33	\$ 114,213.85	\$ 2,045,917.28	\$ 4,767,303.05	30.03%
445-041-414001	Local Use Gas Tax	\$ 500,000.00	\$ 11,046.28	\$ 454,559.99	\$ 45,440.01	90.91%
445-041-440100	Transfer From General Fund	\$ 5,555,136.00	\$ -	\$ -	\$ 5,555,136.00	0.00%
	Capital Revenue	\$ 6,055,136.00	\$ 11,046.28	\$ 454,559.99	\$ 5,600,576.01	7.51%
041	Capital Projects	\$ (1,236,384.33)	\$ (60,949.54)	\$ (2,178,489.26)	\$ 942,104.93	176.20%
445-043-414002	Impound Fees	\$ 70,000.00	\$ 6,508.83	\$ 62,519.42	\$ 7,480.58	89.31%
	Capital Revenue	\$ 70,000.00	\$ 6,508.83	\$ 62,519.42	\$ 7,480.58	89.31%
043	Impound Fees	\$ 70,000.00	\$ 6,508.83	\$ 62,519.42	\$ 7,480.58	89.31%
445	Capital Projects	\$ (1,166,384.33)	\$ (54,440.71)	\$ (2,115,969.84)	\$ 949,585.51	181.41%
501	School Bus					
501-501-450011	District 108 Contract	\$ 3,924,460.95	\$ 422,175.05	\$ 3,804,055.02	\$ 120,405.93	96.93%
501-501-450012	Transportation Contract	\$ 116,500.00	\$ 15,265.20	\$ 174,786.54	\$ (58,286.54)	150.03%
501-501-450013	District 303	\$ 1,444,128.30	\$ 167,659.48	\$ 1,519,422.10	\$ (75,293.80)	105.21%
501-501-450020	Bus passes	\$ 15,000.00	\$ (390.00)	\$ 22,838.62	\$ (7,838.62)	152.26%
501-501-450030	Bus Special Charters	\$ 195,350.00	\$ 19,372.32	\$ 180,376.97	\$ 14,973.03	92.34%
501-501-454500	Other Contractual Revenue	\$ 327,352.30	\$ 29,650.64	\$ 298,900.37	\$ 28,451.93	91.31%
	Fees/Charges For Service	\$ 6,022,791.55	\$ 653,732.69	\$ 6,000,379.62	\$ 22,411.93	99.63%
501-501-490100	Interest Earnings	\$ 400.00	\$ 17.89	\$ 248.63	\$ 151.37	62.16%
	Investment Earnings	\$ 400.00	\$ 17.89	\$ 248.63	\$ 151.37	62.16%
501-501-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ 484.96	\$ 15.04	96.99%
	Other Revenue	\$ 500.00	\$ -	\$ 484.96	\$ 15.04	96.99%
501-501-511600	Salary: All Personnel	\$ 389,145.00	\$ 81,744.11	\$ 779,894.71	\$ (390,749.71)	200.41%
501-501-511610	Wages - Full Time Bus	\$ 355,395.00	\$ -	\$ -	\$ 355,395.00	0.00%
501-501-514600	Wages-PartTime Drivers&Monitor	\$ 2,000,000.00	\$ 186,048.54	\$ 1,650,297.93	\$ 349,702.07	82.51%
501-501-515000	Overtime	\$ 75,000.00	\$ 9,553.73	\$ 111,505.75	\$ (36,505.75)	148.67%



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Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
501-501-515200	Longevity Pay	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	0.00%
501-501-515500	Vacation Pay	\$ 45,000.00	\$ 1,072.56	\$ 22,716.10	\$ 22,283.90	50.48%
501-501-515600	Holiday Pay	\$ 85,000.00	\$ 590.00	\$ 94,327.41	\$ (9,327.41)	110.97%
501-501-515800	Sick Pay	\$ 10,000.00	\$ 2,156.78	\$ 7,407.98	\$ 2,592.02	74.08%
501-501-517000	Oasdi/city Share 6.2%	\$ 179,461.48	\$ 17,329.34	\$ 164,663.01	\$ 14,798.47	91.75%
501-501-517001	Medicare/city Share 1.45%	\$ 41,970.83	\$ 4,052.73	\$ 38,505.74	\$ 3,465.09	91.74%
501-501-517401	IMRF	\$ 97,671.00	\$ 8,113.92	\$ 68,882.50	\$ 28,788.50	70.53%
501-501-518000	Group Insurance	\$ 120,000.00	\$ 7,662.76	\$ 74,749.43	\$ 45,250.57	62.29%
501-501-518200	Unemployment Insurance	\$ 50,000.00	\$ -	\$ 95,644.76	\$ (45,644.76)	191.29%
501-501-518300	Workers Comp Insurance	\$ 110,000.00	\$ -	\$ 102,286.80	\$ 7,713.20	92.99%
501-501-554300	Uniforms & Tools	\$ 800.00	\$ -	\$ 800.00	\$ -	100.00%
501-501-559000	Medical Expense/supplies	\$ 20,000.00	\$ 3,440.14	\$ 16,299.50	\$ 3,700.50	81.50%
	Personnel	\$ 3,654,443.31	\$ 321,764.61	\$ 3,227,981.62	\$ 426,461.69	88.33%
501-501-519000	Training And Education	\$ 8,000.00	\$ -	\$ 3,511.72	\$ 4,488.28	43.90%
	Training & Education	\$ 8,000.00	\$ -	\$ 3,511.72	\$ 4,488.28	43.90%
501-501-520200	Office Supplies	\$ 2,500.00	\$ -	\$ 1,245.41	\$ 1,254.59	49.82%
501-501-520400	Postage	\$ 200.00	\$ -	\$ 25.53	\$ 174.47	12.77%
501-501-522000	Photographic Supplies	\$ -	\$ -	\$ 46.99	\$ (46.99)	0.00%
501-501-522400	General Supplies	\$ 12,000.00	\$ 515.94	\$ 6,194.25	\$ 5,805.75	51.62%
501-501-529000	Equipment	\$ 8,500.00	\$ 550.00	\$ 4,088.41	\$ 4,411.59	48.10%
501-501-556100	Gasoline/diesel Fuel	\$ 400,000.00	\$ 45,236.05	\$ 430,449.99	\$ (30,449.99)	107.61%
	Supplies & Materials	\$ 423,200.00	\$ 46,301.99	\$ 442,050.58	\$ (18,850.58)	104.45%
501-501-518100	Liability Insurance Premiums	\$ 84,000.00	\$ -	\$ 85,384.53	\$ (1,384.53)	101.65%
501-501-524000	Lease/rental Of Equipment	\$ 9,000.00	\$ 135.54	\$ 6,523.19	\$ 2,476.81	72.48%
501-501-534000	Automotive Expense	\$ 200,000.00	\$ 33,224.43	\$ 256,299.86	\$ (56,299.86)	128.15%
501-501-534400	Equipment Repairs	\$ 500.00	\$ 637.50	\$ 4,133.27	\$ (3,633.27)	826.65%
501-501-538000	Maintenance Agreements	\$ 3,000.00	\$ 707.06	\$ 12,699.27	\$ (9,699.27)	423.31%
501-501-550100	Utilities	\$ 25,000.00	\$ 1,448.28	\$ 15,761.27	\$ 9,238.73	63.05%
501-501-550300	Telephone	\$ 5,000.00	\$ 479.19	\$ 841.29	\$ 4,158.71	16.83%
501-501-551600	Dues And Subscriptions	\$ 750.00	\$ -	\$ 700.00	\$ 50.00	93.33%
501-501-555000	Radio Expense	\$ 67,000.00	\$ -	\$ 75,881.60	\$ (8,881.60)	113.26%
501-501-560100	Auditing Fees	\$ -	\$ -	\$ 4,516.28	\$ (4,516.28)	0.00%
501-501-560600	Corporate Counsel Fees	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	0.00%
501-501-566600	Pest Control	\$ 900.00	\$ -	\$ 250.00	\$ 650.00	27.78%
501-501-569000	Other Contractual Service	\$ 6,500.00	\$ 463.19	\$ 51,053.30	\$ (44,553.30)	785.44%
501-501-599801	Computer Software	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	0.00%
	Contractual Services	\$ 469,650.00	\$ 37,095.19	\$ 514,043.86	\$ (44,393.86)	109.45%
501-501-587000	Machinery And Equipment	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
501-501-587001	Lease / Purchase Equipmen	\$ 1,142,626.00	\$ -	\$ 1,054,591.99	\$ 88,034.01	92.30%
501-501-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Capital Outlay	\$ 1,145,626.00	\$ -	\$ 1,054,591.99	\$ 91,034.01	92.05%
501-501-534200	Bldng & Grnds Maint/Repairs	\$ 6,000.00	\$ -	\$ 41.00	\$ 5,959.00	0.68%
501-501-551000	Printing And Publications	\$ 1,500.00	\$ -	\$ 35.00	\$ 1,465.00	2.33%
501-501-554200	Meals/Lodging	\$ 3,000.00	\$ 278.42	\$ 6,503.28	\$ (3,503.28)	216.78%
501-501-557200	License And Inspection Fees	\$ 12,000.00	\$ 462.00	\$ 9,087.72	\$ 2,912.28	75.73%
501-501-599000	Miscellaneous	\$ 1,000.00	\$ 617.98	\$ 2,636.74	\$ (1,636.74)	263.67%
	Other Expenditures	\$ 23,500.00	\$ 1,358.40	\$ 18,303.74	\$ 5,196.26	77.89%
501-501-590400	Interest Paid	\$ -	\$ -	\$ 88,247.81	\$ (88,247.81)	0.00%
	Debt Service	\$ -	\$ -	\$ 88,247.81	\$ (88,247.81)	0.00%
501	School Bus	\$ 299,272.24	\$ 247,230.39	\$ 652,381.89	\$ (353,109.65)	217.99%
525	Airport					
525-525-442600	State Grants	\$ 790,770.00	\$ -	\$ 968,966.81	\$ (178,196.81)	122.53%
	Intergovernmental	\$ 790,770.00	\$ -	\$ 968,966.81	\$ (178,196.81)	122.53%
525-525-453002	Rental - Airport Hangars	\$ 60,000.00	\$ 5,910.00	\$ 61,975.00	\$ (1,975.00)	103.29%



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Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
525-525-453003	Rental - Tie Down Spaces	\$ -	\$ -	\$ 150.00	\$ (150.00)	0.00%
525-525-453004	Sale of Gas	\$ 180,000.00	\$ 6,364.89	\$ 147,379.55	\$ 32,620.45	81.88%
	Fees/Charges For Service	\$ 240,000.00	\$ 12,274.89	\$ 209,504.55	\$ 30,495.45	87.29%
525-525-490100	Interest Earnings	\$ -	\$ 0.16	\$ (99.22)	\$ 99.22	0.00%
	Investment Earnings	\$ -	\$ 0.16	\$ (99.22)	\$ 99.22	0.00%
525-525-491000	Rental Of Municipal Prope	\$ 20,000.00	\$ -	\$ 23,401.17	\$ (3,401.17)	117.01%
525-525-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ 525.00	\$ (25.00)	105.00%
	Other Revenue	\$ 20,500.00	\$ -	\$ 23,926.17	\$ (3,426.17)	116.71%
525-525-511600	Salary All Personnel	\$ 41,392.00	\$ 2,341.58	\$ 18,400.15	\$ 22,991.85	44.45%
525-525-515000	Overtime	\$ -	\$ -	\$ 1.18	\$ (1.18)	0.00%
525-525-515500	Vacation Pay	\$ 2,904.00	\$ 24.07	\$ 1,030.09	\$ 1,873.91	35.47%
525-525-515600	Holiday	\$ 1,756.55	\$ -	\$ 1,011.21	\$ 745.34	57.57%
525-525-515800	Sick Pay	\$ 1,047.86	\$ 158.53	\$ 538.86	\$ 509.00	51.42%
525-525-517000	Oasdi/city Share 6.2%	\$ 2,566.30	\$ 77.89	\$ 802.13	\$ 1,764.17	31.26%
525-525-517001	Medicare/city Share 1.45%	\$ 600.18	\$ 18.08	\$ 186.82	\$ 413.36	31.13%
525-525-517401	IMRF	\$ 3,808.06	\$ 879.44	\$ 2,980.31	\$ 827.75	78.26%
525-525-518000	Group Insurance	\$ 8,863.16	\$ 245.96	\$ 2,070.71	\$ 6,792.45	23.36%
525-525-518300	Workers Comp Insurance	\$ 4,000.00	\$ -	\$ 5,116.32	\$ (1,116.32)	127.91%
	Personnel	\$ 66,938.11	\$ 3,745.55	\$ 32,137.78	\$ 34,800.33	48.01%
525-525-520200	Office Supplies	\$ 150.00	\$ -	\$ -	\$ 150.00	0.00%
525-525-520400	Postage	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
525-525-522400	General Supplies	\$ 1,000.00	\$ 13.23	\$ 193.22	\$ 806.78	19.32%
525-525-529000	Equipment	\$ 1,500.00	\$ -	\$ 52.83	\$ 1,447.17	3.52%
525-525-556200	Cost of Gas Sold	\$ 180,000.00	\$ 5,355.19	\$ 134,499.18	\$ 45,500.82	74.72%
	Supplies & Materials	\$ 182,700.00	\$ 5,368.42	\$ 134,745.23	\$ 47,954.77	73.75%
525-525-518100	Liability Insurance Premiums	\$ 6,000.00	\$ 3,540.00	\$ 6,647.61	\$ (647.61)	110.79%
525-525-524000	Lease/rental Of Equipment	\$ 500.00	\$ 32.95	\$ 475.00	\$ 25.00	95.00%
525-525-534000	Automotive Expense	\$ 2,000.00	\$ -	\$ 205.95	\$ 1,794.05	10.30%
525-525-534200	Buildings And Grounds Rep	\$ 20,000.00	\$ -	\$ 1,471.64	\$ 18,528.36	7.36%
525-525-534400	Equipment Repairs	\$ 4,000.00	\$ -	\$ 940.65	\$ 3,059.35	23.52%
525-525-536300	Snow Removal - Salt And C	\$ 5,000.00	\$ -	\$ 1,750.00	\$ 3,250.00	35.00%
525-525-538000	Maintenance Agreement	\$ 350.00	\$ -	\$ -	\$ 350.00	0.00%
525-525-550100	Utilities	\$ 30,000.00	\$ 3,708.00	\$ 26,516.47	\$ 3,483.53	88.39%
525-525-550300	Telephone	\$ 3,000.00	\$ 330.11	\$ 3,241.96	\$ (241.96)	108.07%
525-525-551600	Dues And Subscriptions	\$ 335.00	\$ -	\$ -	\$ 335.00	0.00%
525-525-556100	Fuel	\$ 800.00	\$ -	\$ -	\$ 800.00	0.00%
525-525-560100	Auditing Fees	\$ -	\$ -	\$ 2,662.13	\$ (2,662.13)	0.00%
525-525-560600	Corporate Counsel Fees	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
525-525-566600	Pest Control	\$ 750.00	\$ -	\$ 600.00	\$ 150.00	80.00%
525-525-569000	Other Contractual Service	\$ 45,000.00	\$ 5,450.63	\$ 58,106.98	\$ (13,106.98)	129.13%
	Contractual Services	\$ 118,235.00	\$ 13,061.69	\$ 102,618.39	\$ 15,616.61	86.79%
525-525-580401	Building Repairs	\$ -	\$ -	\$ 320.00	\$ (320.00)	0.00%
	Capital Outlay	\$ -	\$ -	\$ 320.00	\$ (320.00)	0.00%
525-525-557200	License & Inspection Fees	\$ 1,250.00	\$ -	\$ 200.00	\$ 1,050.00	16.00%
	Other Expenditures	\$ 1,250.00	\$ -	\$ 200.00	\$ 1,050.00	16.00%
525-525-590400	Interest Paid	\$ -	\$ -	\$ 1,238.10	\$ (1,238.10)	0.00%
	Debt Service	\$ -	\$ -	\$ 1,238.10	\$ (1,238.10)	0.00%
525	Airport	\$ 682,146.89	\$ (9,900.61)	\$ 931,038.81	\$ (248,891.92)	136.49%
570	Economic Development					
570-570-490100	Interest Earnings	\$ 1,100.00	\$ 7.31	\$ 264.04	\$ 835.96	24.00%
570-570-490101	Loan Interest	\$ 41,414.00	\$ -	\$ -	\$ 41,414.00	0.00%
	Investment Earnings	\$ 42,514.00	\$ 7.31	\$ 264.04	\$ 42,249.96	0.62%
570-570-511600	Salary: All Personnel	\$ 73,654.10	\$ 8,012.09	\$ 28,617.44	\$ 45,036.66	38.85%
570-570-515500	Vacation Pay	\$ 3,076.80	\$ 0.81	\$ 1,160.56	\$ 1,916.24	37.72%



General Ledger

Non General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
570-570-515600	Holiday Pay	\$ 3,076.80	\$ -	\$ 1,796.25	\$ 1,280.55	58.38%
570-570-515800	Sick Pay	\$ 192.30	\$ 132.89	\$ 151.97	\$ 40.33	79.03%
570-570-517000	Oasdi/city Share 6.2%	\$ 4,960.00	\$ 494.76	\$ 1,944.78	\$ 3,015.22	39.21%
570-570-517001	Medicare/city Share 1.45%	\$ 1,160.00	\$ 115.68	\$ 450.10	\$ 709.90	38.80%
570-570-517401	IMRF	\$ 7,360.00	\$ 725.10	\$ 2,293.85	\$ 5,066.15	31.17%
570-570-518000	Group Insurance	\$ 16,800.00	\$ 1,218.76	\$ 4,105.38	\$ 12,694.62	24.44%
	Personnel	\$ 110,280.00	\$ 10,700.09	\$ 40,520.33	\$ 69,759.67	36.74%
570-570-519000	Training And Education	\$ -	\$ -	\$ 290.00	\$ (290.00)	0.00%
	Training & Education	\$ -	\$ -	\$ 290.00	\$ (290.00)	0.00%
570-570-520200	Office Supplies	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
570-570-520400	Postage	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Supplies & Materials	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
570-570-551600	Dues And Subscriptions	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
570-570-569000	Other Contractual Service	\$ -	\$ 3,576.00	\$ 16,455.99	\$ (16,455.99)	0.00%
570-570-591300	Developer Credit Applied	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00	0.00%
	Contractual Services	\$ 70,250.00	\$ 3,576.00	\$ 16,455.99	\$ 53,794.01	23.42%
570-570-587100	Office Equipment & Furniture	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Capital Outlay	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
570-570-551000	Printing And Publications	\$ 500.00	\$ -	\$ 70.00	\$ 430.00	14.00%
570-570-554200	Meals Lodging	\$ -	\$ -	\$ 423.42	\$ (423.42)	0.00%
	Other Expenditures	\$ 500.00	\$ -	\$ 493.42	\$ 6.58	98.68%
570	Economic Development	\$ (140,516.00)	\$ (14,268.78)	\$ (57,495.70)	\$ (83,020.30)	40.92%
695	Insurance					
695-092-490100	Interest	\$ -	\$ 1.56	\$ 14.61	\$ (14.61)	0.00%
	Investment Earnings	\$ -	\$ 1.56	\$ 14.61	\$ (14.61)	0.00%
695-092-479100	Sec 125 Flex Plan Contrib	\$ 58,000.00	\$ 3,264.64	\$ 54,600.82	\$ 3,399.18	94.14%
	Other Revenue	\$ 58,000.00	\$ 3,264.64	\$ 54,600.82	\$ 3,399.18	94.14%
695-092-517300	Sec 125 Flex Plan Claims	\$ 57,000.00	\$ 7,972.54	\$ 50,037.44	\$ 6,962.56	87.78%
	Contractual Services	\$ 57,000.00	\$ 7,972.54	\$ 50,037.44	\$ 6,962.56	87.78%
092	Section 125	\$ 1,000.00	\$ (4,706.34)	\$ 4,577.99	\$ (3,577.99)	457.80%
695-093-450500	Liability Ins Premiums Reimb	\$ 650,000.00	\$ (174.00)	\$ 502,618.29	\$ 147,381.71	77.33%
	Transfers From Other Funds	\$ 650,000.00	\$ (174.00)	\$ 502,618.29	\$ 147,381.71	77.33%
695-093-518132	Claims Paid / Street Dept	\$ -	\$ -	\$ 8,822.13	\$ (8,822.13)	0.00%
695-093-518133	Claims Paid / Police Prot	\$ -	\$ 2,310.70	\$ (9,343.83)	\$ 9,343.83	0.00%
695-093-518134	Claims Paid / Fire Prot	\$ -	\$ 260.00	\$ 260.00	\$ (260.00)	0.00%
695-093-518400	Liability Ins Premiums Paid	\$ 650,000.00	\$ -	\$ 502,792.29	\$ 147,207.71	77.35%
	Contractual Services	\$ 650,000.00	\$ 2,570.70	\$ 502,530.59	\$ 147,469.41	77.31%
093	Liability Insurance	\$ -	\$ (2,744.70)	\$ 87.70	\$ (87.70)	0.00%
695-094-450500	Work Comp Ins Premiums Reimb	\$ 550,000.00	\$ -	\$ 726,057.09	\$ (176,057.09)	132.01%
	Transfers From Other Funds	\$ 550,000.00	\$ -	\$ 726,057.09	\$ (176,057.09)	132.01%
695-094-518400	Workmans Comp Premiums Paid	\$ 577,000.00	\$ -	\$ 726,057.09	\$ (149,057.09)	125.83%
	Contractual Services	\$ 577,000.00	\$ -	\$ 726,057.09	\$ (149,057.09)	125.83%
094	Work Comp	\$ (27,000.00)	\$ -	\$ -	\$ (27,000.00)	0.00%
695-095-490100	Interest Earnings	\$ -	\$ 1,710.06	\$ 3,078.75	\$ (3,078.75)	0.00%
	Investment Earnings	\$ -	\$ 1,710.06	\$ 3,078.75	\$ (3,078.75)	0.00%
695-095-450505	Retiree Premiums	\$ 350,000.00	\$ 22,400.97	\$ 279,948.68	\$ 70,051.32	79.99%
695-095-450515	Retiree Premiums Police	\$ 130,000.00	\$ 6,709.74	\$ 62,055.59	\$ 67,944.41	47.74%
695-095-495300	Claim Refund	\$ -	\$ -	\$ 137,118.33	\$ (137,118.33)	0.00%
695-095-495500	Drug Card Rebate	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
695-095-495600	Insurance Reimbursements	\$ -	\$ -	\$ 15,029.18	\$ (15,029.18)	0.00%
	Other Revenue	\$ 580,000.00	\$ 29,110.71	\$ 494,151.78	\$ 85,848.22	85.20%
695-095-450500	City Premiums	\$ 4,102,341.48	\$ 284,510.59	\$ 3,266,715.80	\$ 835,625.68	79.63%
695-095-450501	Employee Premiums	\$ 445,658.52	\$ 40,004.94	\$ 78,879.72	\$ 366,778.80	17.70%
695-095-450510	City Premiums Police	\$ 1,300,000.00	\$ 89,206.48	\$ 1,064,202.67	\$ 235,797.33	81.86%



General Ledger

Non General Fund Revenue vs Expense Detail

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Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
695-095-450511	Employee Premiums Police	\$ -	\$ 7,988.54	\$ 11,844.30	\$ (11,844.30)	0.00%
	Transfers From Other Funds	\$ 5,848,000.00	\$ 421,710.55	\$ 4,421,642.49	\$ 1,426,357.51	75.61%
695-095-517500	Health Claims Paid/Active	\$ -	\$ -	\$ 33,886.29	\$ (33,886.29)	0.00%
695-095-517501	Administration Fees	\$ 2,500.00	\$ 361.05	\$ 27,405.71	\$ (24,905.71)	1096.23%
695-095-517504	A D & D Life Premium	\$ 24,000.00	\$ 565.89	\$ 11,613.83	\$ 12,386.17	48.39%
695-095-517506	Vision Coverage	\$ 23,000.00	\$ 1,441.51	\$ 15,455.55	\$ 7,544.45	67.20%
695-095-517507	Health Insurance Premium	\$ 4,548,000.00	\$ 308,966.50	\$ 3,220,417.96	\$ 1,327,582.04	70.81%
695-095-517508	Stop Loss	\$ -	\$ -	\$ 34,778.04	\$ (34,778.04)	0.00%
695-095-517509	Police BCBS Health Ins Plan	\$ 1,300,000.00	\$ 132,334.45	\$ 1,312,328.50	\$ (12,328.50)	100.95%
695-095-517511	Dental Coverage	\$ 67,000.00	\$ 15,390.26	\$ 177,360.23	\$ (110,360.23)	264.72%
695-095-517512	Dental Coverage-Retirees	\$ 17,500.00	\$ 3,703.90	\$ 41,265.63	\$ (23,765.63)	235.80%
695-095-517513	Vision Coverage Retirees	\$ 1,500.00	\$ 347.32	\$ 3,592.52	\$ (2,092.52)	239.50%
695-095-517515	Health Insurance Prem-Retirees	\$ 350,000.00	\$ 77,121.87	\$ 853,020.37	\$ (503,020.37)	243.72%
695-095-569000	Other Contractual Service	\$ 25,000.00	\$ 2,833.12	\$ 23,086.33	\$ 1,913.67	92.35%
	Contractual Services	\$ 6,358,500.00	\$ 543,065.87	\$ 5,754,210.96	\$ 604,289.04	90.50%
695-095-516700	Wellness Program	\$ 42,000.00	\$ 528.21	\$ 12,670.81	\$ 29,329.19	30.17%
695-095-590600	Bank Charges	\$ -	\$ -	\$ 15.00	\$ (15.00)	0.00%
695-095-599000	Miscellaneous	\$ 1,500.00	\$ -	\$ 2,058.03	\$ (558.03)	137.20%
	Other Expenditures	\$ 43,500.00	\$ 528.21	\$ 14,743.84	\$ 28,756.16	33.89%
095	Medical	\$ 26,000.00	\$ (91,062.76)	\$ (850,081.78)	\$ 876,081.78	-3269.55%
699	Vehicle Maintenance					
699-069-450040	Gasoline Sales - Interfun	\$ 808,647.00	\$ 84,728.01	\$ 920,163.21	\$ (111,516.21)	113.79%
699-069-450043	Labor	\$ 475,000.00	\$ 31,999.98	\$ 379,340.38	\$ 95,659.62	79.86%
	Fees/Charges For Service	\$ 1,283,647.00	\$ 116,727.99	\$ 1,299,503.59	\$ (15,856.59)	101.24%
699-069-490100	Interest Earnings	\$ -	\$ 14.61	\$ 14.61	\$ (14.61)	0.00%
	Investment Earnings	\$ -	\$ 14.61	\$ 14.61	\$ (14.61)	0.00%
699-069-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Other Revenue	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
699-069-511600	Salary: All Personnel	\$ 290,695.24	\$ 20,256.24	\$ 227,150.83	\$ 63,544.41	78.14%
699-069-515000	Overtime	\$ 10,000.00	\$ -	\$ 5,052.69	\$ 4,947.31	50.53%
699-069-515500	Vacation Pay	\$ 20,508.76	\$ 936.13	\$ 14,163.22	\$ 6,345.54	69.06%
699-069-515600	Holiday Pay	\$ 13,958.05	\$ -	\$ 10,478.85	\$ 3,479.20	75.07%
699-069-515800	Sick Pay	\$ 6,643.95	\$ 713.85	\$ 8,231.53	\$ (1,587.58)	123.90%
699-069-517000	Oasdi/city Share 6.2%	\$ 22,736.00	\$ 1,301.00	\$ 15,890.44	\$ 6,845.56	69.89%
699-069-517001	Medicare/city Share 1.45%	\$ 5,317.00	\$ 304.30	\$ 3,716.09	\$ 1,600.91	69.89%
699-069-517401	IMRF	\$ 26,660.00	\$ 1,423.34	\$ 18,695.61	\$ 7,964.39	70.13%
699-069-518000	Group Insurance	\$ 71,001.95	\$ 7,065.12	\$ 75,773.57	\$ (4,771.62)	106.72%
699-069-518300	Workers Comp Insurance	\$ 12,000.00	\$ -	\$ 11,331.54	\$ 668.46	94.43%
699-069-554300	Uniforms And Tools	\$ 4,500.00	\$ -	\$ 3,645.75	\$ 854.25	81.02%
699-069-559000	Medical Expense/supplies	\$ 300.00	\$ -	\$ -	\$ 300.00	0.00%
	Personnel	\$ 484,320.95	\$ 31,999.98	\$ 394,130.12	\$ 90,190.83	81.38%
699-069-519000	Training And Education	\$ 2,000.00	\$ -	\$ 413.00	\$ 1,587.00	20.65%
	Training & Education	\$ 2,000.00	\$ -	\$ 413.00	\$ 1,587.00	20.65%
699-069-522400	General Supplies	\$ 5,000.00	\$ 1,357.13	\$ 3,112.25	\$ 1,887.75	62.25%
699-069-529000	Equipment	\$ 3,000.00	\$ 432.54	\$ 1,261.28	\$ 1,738.72	42.04%
699-069-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ 873.07	\$ (873.07)	0.00%
699-069-556200	Cost Of Fuel Sold	\$ 750,000.00	\$ 84,728.01	\$ 921,991.61	\$ (171,991.61)	122.93%
	Supplies & Materials	\$ 758,000.00	\$ 86,517.68	\$ 927,238.21	\$ (169,238.21)	122.33%
699-069-518100	Liability Insurance Premiums	\$ 10,000.00	\$ -	\$ 8,900.10	\$ 1,099.90	89.00%
699-069-524000	Lease/rental Of Equipment	\$ 1,500.00	\$ -	\$ 1,160.74	\$ 339.26	77.38%
699-069-534000	Automotive Expense	\$ 3,500.00	\$ (44.24)	\$ 5,883.21	\$ (2,383.21)	168.09%
699-069-534400	Equipment Repairs	\$ 3,000.00	\$ 815.37	\$ 2,491.51	\$ 508.49	83.05%
699-069-538000	Maintenance Agreements	\$ 1,000.00	\$ -	\$ 24.16	\$ 975.84	2.42%
699-069-550100	Utilities	\$ 10,000.00	\$ 939.48	\$ 6,259.68	\$ 3,740.32	62.60%



General Ledger

Non General Fund Revenue vs Expense Detail

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Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
699-069-557300	EPA Permit	\$ 850.00	\$ -	\$ 235.00	\$ 615.00	27.65%
699-069-569000	Other Contractual Service	\$ 10,000.00	\$ 2,953.80	\$ 14,178.99	\$ (4,178.99)	141.79%
	Contractual Services	\$ 39,850.00	\$ 4,664.41	\$ 39,133.39	\$ 716.61	98.20%
699-069-557200	License And Inspection Fees	\$ -	\$ 729.60	\$ 779.60	\$ (779.60)	0.00%
699-069-590400	Interest Paid	\$ -	\$ -	\$ 404.78	\$ (404.78)	0.00%
699-069-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Other Expenditures	\$ 1,000.00	\$ 729.60	\$ 1,184.38	\$ (184.38)	118.44%
069	City Vehicle Maintenance	\$ (1,023.95)	\$ (7,169.07)	\$ (62,580.90)	\$ 61,556.95	6111.71%
699-070-450040	Gasoline Sales - Tazwell Cnty	\$ 6,500.00	\$ 450.10	\$ 5,709.90	\$ 790.10	87.84%
699-070-450042	Sale of Parts	\$ 1,000.00	\$ -	\$ 433.41	\$ 566.59	43.34%
699-070-450043	Labor	\$ 2,000.00	\$ -	\$ 643.50	\$ 1,356.50	32.18%
	Fees/Charges For Service	\$ 9,500.00	\$ 450.10	\$ 6,786.81	\$ 2,713.19	71.44%
699-070-511600	Salary: All Personnel	\$ 709.00	\$ -	\$ 272.85	\$ 436.15	38.48%
699-070-515000	Overtime	\$ -	\$ -	\$ 16.61	\$ (16.61)	0.00%
699-070-517000	Oasdi/city Share 6.2%	\$ 43.00	\$ -	\$ 17.29	\$ 25.71	40.21%
699-070-517001	Medicare/city Share 1.45%	\$ 10.00	\$ -	\$ 4.03	\$ 5.97	40.30%
699-070-517401	IMRF	\$ 61.00	\$ -	\$ 20.73	\$ 40.27	33.98%
699-070-518000	Group Insurance	\$ 153.00	\$ -	\$ 78.09	\$ 74.91	51.04%
	Personnel	\$ 976.00	\$ -	\$ 409.60	\$ 566.40	41.97%
699-070-556200	Cost Of Fuel Sold	\$ 6,500.00	\$ 450.10	\$ 5,409.95	\$ 1,090.05	83.23%
	Supplies & Materials	\$ 6,500.00	\$ 450.10	\$ 5,409.95	\$ 1,090.05	83.23%
699-070-534000	Automotive Expense	\$ 1,000.00	\$ 326.57	\$ 326.57	\$ 673.43	32.66%
	Contractual Services	\$ 1,000.00	\$ 326.57	\$ 326.57	\$ 673.43	32.66%
070	Tazewell Co Vehicle Maint	\$ 1,024.00	\$ (326.57)	\$ 640.69	\$ 383.31	62.57%
699	Vehicle Maintenance	\$ 0.05	\$ (7,495.64)	\$ (61,940.21)	\$ 61,940.26	-123880420.00%
924	Library					
924-924-410100	Real Estate Tax	\$ 1,619,911.00	\$ -	\$ 1,613,156.22	\$ 6,754.78	99.58%
924-924-412000	Replacement P/p Tax - State	\$ 396,870.00	\$ 18,827.89	\$ 246,323.06	\$ 150,546.94	62.07%
	Taxes	\$ 2,016,781.00	\$ 18,827.89	\$ 1,859,479.28	\$ 157,301.72	92.20%
924-924-437900	South Pekin Revenue	\$ 13,000.00	\$ 742.27	\$ 15,008.64	\$ (2,008.64)	115.45%
924-924-438300	South Pekin Per Capita Grant	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
924-924-438700	Other Grants	\$ 1,890.00	\$ -	\$ 2,000.00	\$ (110.00)	105.82%
924-924-445000	Per Capita Grant	\$ 46,810.00	\$ -	\$ 46,803.23	\$ 6.77	99.99%
	Intergovernmental	\$ 63,200.00	\$ 742.27	\$ 63,811.87	\$ (611.87)	100.97%
924-924-456900	Passports	\$ 15,000.00	\$ 2,109.53	\$ 18,294.61	\$ (3,294.61)	121.96%
924-924-457001	Friends Book Sale	\$ 11,000.00	\$ 1,000.78	\$ 13,257.66	\$ (2,257.66)	120.52%
924-924-457002	Copy Machines	\$ 3,000.00	\$ 265.85	\$ 2,424.60	\$ 575.40	80.82%
924-924-457003	Printing Fees (library)	\$ 7,000.00	\$ 314.44	\$ 6,618.48	\$ 381.52	94.55%
924-924-457005	Non-resident Fees	\$ 6,200.00	\$ 478.81	\$ 4,484.79	\$ 1,715.21	72.34%
924-924-457006	Books - Lost And Damaged	\$ 1,500.00	\$ 117.95	\$ 2,404.64	\$ (904.64)	160.31%
924-924-457007	Room Use Fees	\$ 1,800.00	\$ 275.00	\$ 1,839.90	\$ (39.90)	102.22%
924-924-457010	Fax Fee	\$ 2,200.00	\$ 95.50	\$ 1,343.35	\$ 856.65	61.06%
	Fees/Charges For Service	\$ 47,700.00	\$ 4,657.86	\$ 50,668.03	\$ (2,968.03)	106.22%
924-924-465001	Library Fines - Adult Dep	\$ 5,000.00	\$ 232.20	\$ 3,743.44	\$ 1,256.56	74.87%
924-924-465002	Library Fines - Junior De	\$ -	\$ 0.60	\$ 26.80	\$ (26.80)	0.00%
	Fines And Forfeitures	\$ 5,000.00	\$ 232.80	\$ 3,770.24	\$ 1,229.76	75.40%
924-924-490100	Interest Earnings	\$ 600.00	\$ 1,640.15	\$ 18,557.08	\$ (17,957.08)	3092.85%
924-924-490102	Endowment Interest	\$ 350.00	\$ 36.69	\$ 207.64	\$ 142.36	59.33%
924-924-490111	Interest Earnings Capital	\$ 50.00	\$ 5.84	\$ 59.53	\$ (9.53)	119.06%
	Investment Earnings	\$ 1,000.00	\$ 1,682.68	\$ 18,824.25	\$ (17,824.25)	1882.43%
924-924-491100	Refund On Insurance Premi	\$ -	\$ -	\$ 582.00	\$ (582.00)	0.00%
924-924-499200	Gifts And Memorials	\$ 10,000.00	\$ 130.00	\$ 14,435.65	\$ (4,435.65)	144.36%
924-924-499800	Miscellaneous Receipts	\$ 2,500.00	\$ 47.12	\$ 3,331.14	\$ (831.14)	133.25%
	Other Revenue	\$ 12,500.00	\$ 177.12	\$ 18,348.79	\$ (5,848.79)	146.79%
924-924-511600	Salary: All Personnel	\$ 695,000.00	\$ 48,189.25	\$ 543,540.46	\$ 151,459.54	78.21%



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Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
924-924-515500	Vacation Pay	\$ 37,000.00	\$ 1,523.53	\$ 30,964.60	\$ 6,035.40	83.69%
924-924-515600	Holiday Pay	\$ 29,000.00	\$ 2,525.33	\$ 26,703.54	\$ 2,296.46	92.08%
924-924-515800	Sick Pay	\$ 22,000.00	\$ 3,059.78	\$ 24,074.33	\$ (2,074.33)	109.43%
924-924-516700	Wellness Programs	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
924-924-517000	Oasdi/city Share 6.2%	\$ 42,780.00	\$ 3,360.00	\$ 37,927.21	\$ 4,852.79	88.66%
924-924-517001	Medicare/city Share 1.45%	\$ 10,050.00	\$ 785.79	\$ 8,870.13	\$ 1,179.87	88.26%
924-924-517401	IMRF	\$ 60,800.00	\$ 3,419.11	\$ 38,916.00	\$ 21,884.00	64.01%
924-924-518000	Group Insurance	\$ 161,020.00	\$ 25,248.34	\$ 101,098.55	\$ 59,921.45	62.79%
924-924-518300	Workers Comp Insurance	\$ 2,300.00	\$ -	\$ 2,142.00	\$ 158.00	93.13%
	Personnel	\$ 1,060,200.00	\$ 88,111.13	\$ 814,236.82	\$ 245,963.18	76.80%
924-924-520200	Office Supplies	\$ 6,900.00	\$ 111.31	\$ 3,624.96	\$ 3,275.04	52.54%
924-924-520300	Library Supplies	\$ 9,400.00	\$ 312.34	\$ 5,555.63	\$ 3,844.37	59.10%
924-924-520400	Postage	\$ 900.00	\$ 67.41	\$ 861.86	\$ 38.14	95.76%
924-924-520600	Oclc Cataloging	\$ 5,600.00	\$ -	\$ 5,954.98	\$ (354.98)	106.34%
924-924-522700	Electronic Resources	\$ 17,000.00	\$ -	\$ 17,000.00	\$ -	100.00%
924-924-522701	E-Books	\$ 12,000.00	\$ -	\$ 8,000.00	\$ 4,000.00	66.67%
924-924-522702	E-Audiobooks	\$ 10,400.00	\$ -	\$ 6,932.00	\$ 3,468.00	66.65%
924-924-522703	E-Videos	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	100.00%
924-924-523301	Adult * Books - Fiction	\$ 20,000.00	\$ 1,423.29	\$ 19,684.14	\$ 315.86	98.42%
924-924-523302	Children's * Books - Fict	\$ 18,500.00	\$ 1,961.11	\$ 15,732.81	\$ 2,767.19	85.04%
924-924-523304	Large Print Books	\$ 8,000.00	\$ 736.07	\$ 6,924.15	\$ 1,075.85	86.55%
924-924-523401	Adult * Books - Non-fict	\$ 20,000.00	\$ 1,314.81	\$ 17,233.98	\$ 2,766.02	86.17%
924-924-523402	Children's * Books - Non-	\$ 10,800.00	\$ 1,562.21	\$ 6,353.48	\$ 4,446.52	58.83%
924-924-523404	Large Print Books	\$ 300.00	\$ -	\$ 114.84	\$ 185.16	38.28%
924-924-523501	Adult * Periodicals	\$ 4,250.00	\$ 157.64	\$ 3,137.53	\$ 1,112.47	73.82%
924-924-523502	Children's * Periodicals	\$ 600.00	\$ -	\$ 528.50	\$ 71.50	88.08%
924-924-523603	Music CD's	\$ 1,200.00	\$ 51.53	\$ 753.69	\$ 446.31	62.81%
924-924-523700	Video DVD's	\$ 6,000.00	\$ 424.02	\$ 4,870.39	\$ 1,129.61	81.17%
924-924-523701	Adult Audiobooks	\$ 3,000.00	\$ 84.98	\$ 2,398.61	\$ 601.39	79.95%
924-924-523702	Children's Audiobooks	\$ 1,300.00	\$ -	\$ 1,246.68	\$ 53.32	95.90%
924-924-523900	Program Supplies	\$ 1,200.00	\$ 101.41	\$ 1,240.52	\$ (40.52)	103.38%
924-924-523901	Adult * Programs	\$ 8,000.00	\$ 584.83	\$ 6,061.73	\$ 1,938.27	75.77%
924-924-523902	Children's * Programs	\$ 14,000.00	\$ 1,511.53	\$ 14,188.99	\$ (188.99)	101.35%
924-924-529000	Equipment	\$ 4,900.00	\$ 220.21	\$ 2,587.51	\$ 2,312.49	52.81%
	Supplies & Materials	\$ 185,250.00	\$ 10,624.70	\$ 151,986.98	\$ 33,263.02	82.04%
924-924-520302	Copy Machine - Rental And	\$ 10,500.00	\$ 236.52	\$ 15,373.48	\$ (4,873.48)	146.41%
924-924-534300	Equipment - Repairs And M	\$ 8,000.00	\$ -	\$ 10,183.67	\$ (2,183.67)	127.30%
924-924-534600	Building Repairs & Mainte	\$ 26,000.00	\$ 5,329.99	\$ 27,167.42	\$ (1,167.42)	104.49%
924-924-538000	Maintenance Agreements	\$ 84,900.00	\$ 7,009.82	\$ 74,353.92	\$ 10,546.08	87.58%
924-924-550101	Electricity	\$ 60,000.00	\$ -	\$ 35,898.14	\$ 24,101.86	59.83%
924-924-550102	Water	\$ 5,775.00	\$ 296.48	\$ 4,862.06	\$ 912.94	84.19%
924-924-550103	Gas	\$ 13,500.00	\$ -	\$ 5,118.57	\$ 8,381.43	37.92%
924-924-550300	Telephone	\$ 3,400.00	\$ 262.17	\$ 2,729.85	\$ 670.15	80.29%
924-924-550900	General Insurance	\$ 19,000.00	\$ -	\$ 20,150.00	\$ (1,150.00)	106.05%
924-924-551507	Purchases - Newspapers	\$ 3,700.00	\$ -	\$ 1,771.30	\$ 1,928.70	47.87%
924-924-551600	Dues And Subscriptions	\$ 2,100.00	\$ 75.00	\$ 1,751.40	\$ 348.60	83.40%
924-924-551900	Lost Books / Ill	\$ 300.00	\$ -	\$ 316.63	\$ (16.63)	105.54%
924-924-554206	Conference And Meeting Ex	\$ 3,300.00	\$ 71.85	\$ 1,483.40	\$ 1,816.60	44.95%
924-924-554207	Travel	\$ 2,775.00	\$ 11.79	\$ 755.49	\$ 2,019.51	27.22%
924-924-560100	Auditing Fees	\$ -	\$ -	\$ 3,750.00	\$ (3,750.00)	0.00%
924-924-563204	Isp	\$ 4,000.00	\$ 314.99	\$ 3,663.90	\$ 336.10	91.60%
924-924-569000	Other Contractual Service	\$ 500.00	\$ -	\$ 700.00	\$ (200.00)	140.00%
924-924-599300	Purchases From Gifts	\$ 10,000.00	\$ 32.28	\$ 16,769.17	\$ (6,769.17)	167.69%
924-924-599301	Purchases From Endowment	\$ 200.00	\$ -	\$ 26,209.86	\$ (26,009.86)	13104.93%
924-924-599801	Computer Software	\$ 3,000.00	\$ 646.43	\$ 2,638.15	\$ 361.85	87.94%



General Ledger

Non General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
924-924-599803	Literacy Grant Purchases	\$ 1,690.00	\$ -	\$ 2,000.00	\$ (310.00)	118.34%
	Contractual Services	\$ 262,640.00	\$ 14,287.32	\$ 257,646.41	\$ 4,993.59	98.10%
924-924-598800	Capital Development	\$ 92,070.00	\$ -	\$ 75,949.44	\$ 16,120.56	82.49%
	Capital Outlay	\$ 92,070.00	\$ -	\$ 75,949.44	\$ 16,120.56	82.49%
924-924-566300	Circulation System	\$ 31,000.00	\$ -	\$ 32,139.00	\$ (1,139.00)	103.67%
924-924-598300	Per Capita Grant	\$ 46,810.00	\$ -	\$ 23,958.39	\$ 22,851.61	51.18%
924-924-598400	Passport Expense	\$ 2,100.00	\$ 189.87	\$ 2,207.16	\$ (107.16)	105.10%
924-924-598700	Grant To Friends	\$ 11,000.00	\$ 913.10	\$ 13,518.35	\$ (2,518.35)	122.89%
924-924-599000	Miscellaneous	\$ 2,000.00	\$ 174.64	\$ 3,455.40	\$ (1,455.40)	172.77%
924-924-599802	Computer Hardware	\$ 5,500.00	\$ 410.16	\$ 5,213.37	\$ 286.63	94.79%
924-924-599999	Contingency	\$ 3,986.00	\$ -	\$ -	\$ 3,986.00	0.00%
	Other Expenditures	\$ 102,396.00	\$ 1,687.77	\$ 80,491.67	\$ 21,904.33	78.61%
924-924-590400	Interest Paid	\$ 99,656.25	\$ -	\$ 145,625.00	\$ (45,968.75)	146.13%
924-924-591000	Bond Principal Retired	\$ 298,969.00	\$ -	\$ 260,000.00	\$ 38,969.00	86.97%
	Debt Service	\$ 398,625.25	\$ -	\$ 405,625.00	\$ (6,999.75)	101.76%
924-924-520100	Transfer to General Fund	\$ 45,000.00	\$ -	\$ 11,250.00	\$ 33,750.00	25.00%
	Transfers To Other Funds	\$ 45,000.00	\$ -	\$ 11,250.00	\$ 33,750.00	25.00%
924	Library	\$ (0.25)	\$ (88,390.30)	\$ 217,716.14	\$ (217,716.39)	-87086456.00%
Revenue Total		\$ 47,043,827.55	\$ 5,976,029.57	\$ 39,488,777.09	\$ 7,555,050.46	8394.04%
Expense Total		\$ 50,395,726.41	\$ 2,311,554.05	\$ 29,420,899.26	\$ 20,974,827.15	5837.98%
Grand Total		\$ (3,351,898.86)	\$ 3,664,475.52	\$ 10,067,877.83	\$ (13,419,776.69)	-300.36%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100	General Fund					
100-001-510100	Salary: Elected Officials	\$ 50,000.00	\$ 4,166.69	\$ 42,894.08	\$ 7,105.92	85.79%
100-001-511600	Salary: All Personnel	\$ 100,643.00	\$ 5,276.36	\$ 28,501.59	\$ 72,141.41	28.32%
100-001-515500	Vacation Pay	\$ 3,870.00	\$ -	\$ 1,961.55	\$ 1,908.45	50.69%
100-001-515600	Holiday Pay	\$ 3,769.00	\$ -	\$ 784.62	\$ 2,984.38	20.82%
100-001-515800	Sick Pay	\$ 519.00	\$ 261.54	\$ 261.54	\$ 257.46	50.39%
100-001-517000	Oasdi/city Share 6.2%	\$ 9,846.00	\$ 597.01	\$ 4,634.51	\$ 5,211.49	47.07%
100-001-517001	Medicare/city Share 1.45%	\$ 2,303.00	\$ 139.63	\$ 1,074.95	\$ 1,228.05	46.68%
100-001-517401	IMRF	\$ 10,010.00	\$ 170.54	\$ 798.97	\$ 9,211.03	7.98%
100-001-518000	Group Insurance	\$ 20,151.00	\$ 545.80	\$ 2,166.56	\$ 17,984.44	10.75%
100-001-518300	Workers Comp Insurance	\$ 1,500.00	\$ -	\$ 1,491.52	\$ 8.48	99.43%
100-001-559000	Medical Expense/supplies	\$ -	\$ -	\$ 108.00	\$ (108.00)	0.00%
	Personnel	\$ 202,611.00	\$ 11,157.57	\$ 84,677.89	\$ 117,933.11	41.79%
100-001-519000	Training And Education	\$ 6,000.00	\$ 425.00	\$ 5,547.21	\$ 452.79	92.45%
	Training & Education	\$ 6,000.00	\$ 425.00	\$ 5,547.21	\$ 452.79	92.45%
100-001-520200	Office Supplies	\$ 150.00	\$ 35.98	\$ 1,148.62	\$ (998.62)	765.75%
100-001-520400	Postage	\$ 100.00	\$ -	\$ 36.39	\$ 63.61	36.39%
	Supplies & Materials	\$ 250.00	\$ 35.98	\$ 1,185.01	\$ (935.01)	474.00%
100-001-518100	Liability Insurance Premiums	\$ 13,000.00	\$ -	\$ 14,365.94	\$ (1,365.94)	110.51%
100-001-524000	Lease/rental Of Equipment	\$ 1,400.00	\$ 135.54	\$ 1,423.99	\$ (23.99)	101.71%
100-001-538000	Maintenance Agreements	\$ 2,500.00	\$ 787.04	\$ 3,797.79	\$ (1,297.79)	151.91%
100-001-551600	Dues And Subscriptions	\$ 2,000.00	\$ 150.00	\$ 3,330.25	\$ (1,330.25)	166.51%
100-001-569000	Other Contractual Service	\$ 10,000.00	\$ -	\$ 426.67	\$ 9,573.33	4.27%
100-001-598100	Public Relations	\$ -	\$ -	\$ 652.77	\$ (652.77)	0.00%
	Contractual Services	\$ 28,900.00	\$ 1,072.58	\$ 23,997.41	\$ 4,902.59	83.04%
100-001-587100	Office Equipment & Furniture	\$ -	\$ -	\$ 140.49	\$ (140.49)	0.00%
	Capital Outlay	\$ -	\$ -	\$ 140.49	\$ (140.49)	0.00%
100-001-551000	Printing And Publications	\$ 200.00	\$ 47.40	\$ 732.45	\$ (532.45)	366.23%
100-001-554200	Meals Lodging	\$ -	\$ -	\$ 230.00	\$ (230.00)	0.00%
100-001-599000	Miscellaneous	\$ -	\$ 81.23	\$ 599.33	\$ (599.33)	0.00%
	Other Expenditures	\$ 200.00	\$ 128.63	\$ 1,561.78	\$ (1,361.78)	780.89%
001	Administration	\$ (237,961.00)	\$ (12,819.76)	\$ (117,109.79)	\$ (120,851.21)	49.21%
100-003-511600	Salary: All Personnel	\$ 132,560.00	\$ -	\$ -	\$ 132,560.00	0.00%
100-003-515500	Vacation Pay	\$ 5,576.00	\$ -	\$ -	\$ 5,576.00	0.00%
100-003-515600	Holiday Pay	\$ 5,576.00	\$ -	\$ -	\$ 5,576.00	0.00%
100-003-515800	Sick Pay	\$ 1,288.00	\$ -	\$ -	\$ 1,288.00	0.00%
100-003-517000	Oasdi/city Share 6.2%	\$ 8,990.00	\$ -	\$ -	\$ 8,990.00	0.00%
100-003-517001	Medicare/city share 1.45%	\$ 2,103.00	\$ -	\$ -	\$ 2,103.00	0.00%
100-003-517401	IMRF	\$ 13,340.00	\$ -	\$ -	\$ 13,340.00	0.00%
100-003-518000	Group Insurance	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	0.00%
100-003-518300	Workers Comp Insurance	\$ 350.00	\$ -	\$ -	\$ 350.00	0.00%
	Personnel	\$ 194,783.00	\$ -	\$ -	\$ 194,783.00	0.00%
100-003-519000	Training And Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Training & Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-003-520200	Office Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-003-520400	Postage	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
	Supplies & Materials	\$ 750.00	\$ -	\$ -	\$ 750.00	0.00%
100-003-518100	Liability Insurance Premiums	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	0.00%
100-003-551600	Dues And Subscriptions	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-003-560600	Corporate Counsel Fees	\$ 75,000.00	\$ 52,496.31	\$ 261,216.67	\$ (186,216.67)	348.29%
100-003-561001	Legal Services - Police Labor	\$ 10,000.00	\$ 3,360.00	\$ 24,565.99	\$ (14,565.99)	245.66%
100-003-561002	Legal Services - Fire Labor	\$ 10,000.00	\$ 437.00	\$ 4,048.00	\$ 5,952.00	40.48%
100-003-561003	Legal Services - Teamsters	\$ 10,000.00	\$ 161.00	\$ 5,020.00	\$ 4,980.00	50.20%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-003-561004	Admin Hearing Officer	\$ 10,000.00	\$ 2,780.00	\$ 9,470.00	\$ 530.00	94.70%
100-003-561005	Legal Services – ADA	\$ -	\$ 301.00	\$ 301.00	\$ (301.00)	0.00%
	Contractual Services	\$ 123,000.00	\$ 59,535.31	\$ 304,621.66	\$ (181,621.66)	247.66%
100-003-587100	Office Equipment & Furniture	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Capital Outlay	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-003-518700	Mileage	\$ 150.00	\$ -	\$ -	\$ 150.00	0.00%
100-003-551000	Printing And Publications	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Other Expenditures	\$ 650.00	\$ -	\$ -	\$ 650.00	0.00%
003	Legal	\$ (326,183.00)	\$ (59,535.31)	\$ (304,621.66)	\$ (21,561.34)	93.39%
100-004-451600	Dog Reclamation Fees	\$ 5,000.00	\$ 450.00	\$ 5,825.00	\$ (825.00)	116.50%
100-004-452100	Liquor License App Fees	\$ 750.00	\$ -	\$ 750.00	\$ -	100.00%
100-004-452500	Dangerous Dog Fee	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
	Fees/Charges For Service	\$ 5,950.00	\$ 450.00	\$ 6,575.00	\$ (625.00)	110.50%
100-004-463700	Liquor Fines	\$ 500.00	\$ -	\$ 1,500.00	\$ (1,000.00)	300.00%
	Fines And Forfeitures	\$ 500.00	\$ -	\$ 1,500.00	\$ (1,000.00)	300.00%
100-004-420100	Liquor Licenses	\$ 71,000.00	\$ 71,397.00	\$ 75,577.33	\$ (4,577.33)	106.45%
100-004-420200	Cigarette Licenses	\$ 1,850.00	\$ 1,850.00	\$ 2,000.00	\$ (150.00)	108.11%
100-004-420400	Juke Box Licenses	\$ 600.00	\$ 75.00	\$ 200.00	\$ 400.00	33.33%
100-004-420600	Auctioneer Licenses	\$ 60.00	\$ -	\$ 50.00	\$ 10.00	83.33%
100-004-420650	Body Works License	\$ 450.00	\$ 350.00	\$ 600.00	\$ (150.00)	133.33%
100-004-421100	Peddler Licenses	\$ 350.00	\$ -	\$ 6,329.18	\$ (5,979.18)	1808.34%
100-004-421200	Push Carts	\$ 250.00	\$ 250.00	\$ 500.00	\$ (250.00)	200.00%
100-004-421300	Transient Merchant License	\$ 800.00	\$ -	\$ 550.00	\$ 250.00	68.75%
100-004-421400	Mechanical Amusement Machine	\$ 3,154.00	\$ 650.00	\$ 1,150.00	\$ 2,004.00	36.46%
100-004-421500	State Video Machines	\$ 200,000.00	\$ 7,146.52	\$ 70,955.70	\$ 129,044.30	35.48%
100-004-421600	Secondhand Dlr/Pawnbroker	\$ 250.00	\$ 250.00	\$ 300.00	\$ (50.00)	120.00%
100-004-421700	Raffle License	\$ 900.00	\$ 10.00	\$ 450.00	\$ 450.00	50.00%
100-004-421800	Billiards,Bowling,Pool License	\$ 700.00	\$ 25.00	\$ 150.00	\$ 550.00	21.43%
100-004-421900	Bowling License	\$ 25.00	\$ -	\$ -	\$ 25.00	0.00%
100-004-422200	Taxicab License	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-004-422900	Miscellaneous Licenses	\$ 600.00	\$ 60.00	\$ 60.00	\$ 540.00	10.00%
100-004-426200	Loudspeaker Permits	\$ 50.00	\$ -	\$ 3.00	\$ 47.00	6.00%
100-004-426300	Special Events Permits	\$ 275.00	\$ 50.00	\$ 475.00	\$ (200.00)	172.73%
	Licenses And Permits	\$ 281,414.00	\$ 82,113.52	\$ 159,350.21	\$ 122,063.79	56.62%
100-004-499800	Miscellaneous Receipts	\$ 200.00	\$ -	\$ 6.53	\$ 193.47	3.27%
	Other Revenue	\$ 200.00	\$ -	\$ 6.53	\$ 193.47	3.27%
100-004-511600	Salary: All Personnel	\$ 141,735.00	\$ 12,397.23	\$ 130,155.13	\$ 11,579.87	91.83%
100-004-515500	Vacation Pay	\$ 12,500.00	\$ -	\$ 9,823.89	\$ 2,676.11	78.59%
100-004-515600	Holiday Pay	\$ 7,000.00	\$ -	\$ 6,198.60	\$ 801.40	88.55%
100-004-515800	Sick Pay	\$ 1,500.00	\$ (44.67)	\$ 2,437.66	\$ (937.66)	162.51%
100-004-517000	Oasdi/city Share 6.2%	\$ 10,090.00	\$ 744.15	\$ 8,894.75	\$ 1,195.25	88.15%
100-004-517001	Medicare/city Share 1.45%	\$ 2,360.00	\$ 174.05	\$ 2,080.21	\$ 279.79	88.14%
100-004-517401	IMRF	\$ 15,000.00	\$ 805.39	\$ 10,525.42	\$ 4,474.58	70.17%
100-004-518000	Group Insurance	\$ 28,000.00	\$ 2,567.96	\$ 27,632.68	\$ 367.32	98.69%
100-004-518300	Workers Comp Insurance	\$ 385.00	\$ -	\$ 382.82	\$ 2.18	99.43%
	Personnel	\$ 218,570.00	\$ 16,644.11	\$ 198,131.16	\$ 20,438.84	90.65%
100-004-519000	Training And Education	\$ 3,000.00	\$ 366.90	\$ 2,737.10	\$ 262.90	91.24%
	Training & Education	\$ 3,000.00	\$ 366.90	\$ 2,737.10	\$ 262.90	91.24%
100-004-520200	Office Supplies	\$ 150.00	\$ 191.97	\$ 374.89	\$ (224.89)	249.93%
100-004-520400	Postage	\$ 250.00	\$ 78.64	\$ 341.22	\$ (91.22)	136.49%
	Supplies & Materials	\$ 400.00	\$ 270.61	\$ 716.11	\$ (316.11)	179.03%
100-004-518100	Liability Insurance Premiums	\$ 7,000.00	\$ -	\$ 7,735.51	\$ (735.51)	110.51%
100-004-551600	Dues And Subscriptions	\$ 750.00	\$ -	\$ 560.00	\$ 190.00	74.67%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-004-569000	Other Contractual Service	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Contractual Services	\$ 12,750.00	\$ -	\$ 8,295.51	\$ 4,454.49	65.06%
100-004-518700	Mileage	\$ 50.00	\$ -	\$ 30.14	\$ 19.86	60.28%
100-004-551000	Printing And Publications	\$ 5,000.00	\$ 442.15	\$ 4,460.45	\$ 539.55	89.21%
100-004-554200	Meals Lodging	\$ 400.00	\$ -	\$ -	\$ 400.00	0.00%
100-004-599802	Computer Hardware	\$ -	\$ -	\$ 136.10	\$ (136.10)	0.00%
	Other Expenditures	\$ 5,450.00	\$ 442.15	\$ 4,626.69	\$ 823.31	84.89%
100-004-520941	Transfer to Police Pension	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00	0.00%
100-004-520944	Transfer to Fire Pension	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	0.00%
	Transfers To Other Funds	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	0.00%
004	City Clerk	\$ (152,106.00)	\$ 64,839.75	\$ (47,074.83)	\$ (105,031.17)	30.95%
100-005-511600	Salary: All Personnel	\$ 118,029.00	\$ 10,653.40	\$ 63,711.71	\$ 54,317.29	53.98%
100-005-515500	Vacation Pay	\$ 9,000.00	\$ 516.42	\$ 1,864.78	\$ 7,135.22	20.72%
100-005-515600	Holiday Pay	\$ 3,500.00	\$ -	\$ 3,113.01	\$ 386.99	88.94%
100-005-515800	Sick Pay	\$ 1,500.00	\$ 443.56	\$ 1,820.10	\$ (320.10)	121.34%
100-005-517000	Oasdi/city Share 6.2%	\$ 8,186.00	\$ 691.20	\$ 4,227.42	\$ 3,958.58	51.64%
100-005-517001	Medicare/city Share 1.45%	\$ 1,914.00	\$ 161.62	\$ 988.48	\$ 925.52	51.64%
100-005-517401	IMRF	\$ 9,599.00	\$ 757.20	\$ 4,843.01	\$ 4,755.99	50.45%
100-005-518000	Group Insurance	\$ 12,000.00	\$ 3,411.79	\$ 17,050.35	\$ (5,050.35)	142.09%
100-005-518300	Workers Comp Insurance	\$ 400.00	\$ -	\$ 397.74	\$ 2.26	99.44%
100-005-559000	Medical Expense/supplies	\$ 500.00	\$ 216.00	\$ 216.00	\$ 284.00	43.20%
	Personnel	\$ 164,628.00	\$ 16,851.19	\$ 98,232.60	\$ 66,395.40	59.67%
100-005-519000	Training And Education	\$ 7,500.00	\$ 1,624.00	\$ 3,642.79	\$ 3,857.21	48.57%
	Training & Education	\$ 7,500.00	\$ 1,624.00	\$ 3,642.79	\$ 3,857.21	48.57%
100-005-520200	Office Supplies	\$ 600.00	\$ 139.99	\$ 338.50	\$ 261.50	56.42%
100-005-520400	Postage	\$ 250.00	\$ 1.28	\$ 184.02	\$ 65.98	73.61%
	Supplies & Materials	\$ 850.00	\$ 141.27	\$ 522.52	\$ 327.48	61.47%
100-005-518100	Liability Insurance Premiums	\$ 14,000.00	\$ -	\$ 15,471.01	\$ (1,471.01)	110.51%
100-005-524000	Lease/rental Of Equipment	\$ -	\$ 135.54	\$ 135.54	\$ (135.54)	0.00%
100-005-538000	Maintenance Agreements	\$ -	\$ 40.79	\$ 40.79	\$ (40.79)	0.00%
100-005-551600	Dues And Subscriptions	\$ 2,500.00	\$ -	\$ 1,704.00	\$ 796.00	68.16%
100-005-569000	Other Contractual Service	\$ 50,000.00	\$ 756.00	\$ 76,963.74	\$ (26,963.74)	153.93%
100-005-597900	Employee Recognition	\$ 1,500.00	\$ 108.54	\$ 2,914.68	\$ (1,414.68)	194.31%
	Contractual Services	\$ 68,000.00	\$ 1,040.87	\$ 97,229.76	\$ (29,229.76)	142.98%
100-005-551000	Printing And Publications	\$ 5,000.00	\$ 905.16	\$ 1,979.02	\$ 3,020.98	39.58%
100-005-599000	Miscellaneous	\$ -	\$ -	\$ 413.73	\$ (413.73)	0.00%
	Other Expenditures	\$ 5,000.00	\$ 905.16	\$ 2,392.75	\$ 2,607.25	47.86%
005	Personnel	\$ (245,978.00)	\$ (20,562.49)	\$ (202,020.42)	\$ (43,957.58)	82.13%
100-006-511600	Salary: All Personnel	\$ 284,828.00	\$ 18,914.81	\$ 227,174.91	\$ 57,653.09	79.76%
100-006-515000	Overtime	\$ -	\$ -	\$ 21.32	\$ (21.32)	0.00%
100-006-515500	Vacation Pay	\$ 15,000.00	\$ 245.02	\$ 15,332.97	\$ (332.97)	102.22%
100-006-515600	Holiday Pay	\$ 12,000.00	\$ -	\$ 9,320.71	\$ 2,679.29	77.67%
100-006-515800	Sick Pay	\$ 5,500.00	\$ 2,685.56	\$ 12,034.08	\$ (6,534.08)	218.80%
100-006-517000	Oasdi/city Share 6.2%	\$ 20,042.00	\$ 1,316.00	\$ 15,551.84	\$ 4,490.16	77.60%
100-006-517001	Medicare/city Share 1.45%	\$ 4,687.00	\$ 307.68	\$ 3,637.12	\$ 1,049.88	77.60%
100-006-517401	IMRF	\$ 24,196.00	\$ 9,163.80	\$ 25,375.92	\$ (1,179.92)	104.88%
100-006-518000	Group Insurance	\$ 75,000.00	\$ 4,849.40	\$ 52,756.17	\$ 22,243.83	70.34%
100-006-518300	Workers Comp Insurance	\$ 1,500.00	\$ -	\$ 1,491.52	\$ 8.48	99.43%
100-006-559000	Medical Expense/supplies	\$ 200.00	\$ 108.00	\$ 540.00	\$ (340.00)	270.00%
	Personnel	\$ 442,953.00	\$ 37,590.27	\$ 363,236.56	\$ 79,716.44	82.00%
100-006-519000	Training And Education	\$ 15,000.00	\$ 1,525.71	\$ 2,434.71	\$ 12,565.29	16.23%
	Training & Education	\$ 15,000.00	\$ 1,525.71	\$ 2,434.71	\$ 12,565.29	16.23%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-006-520200	Office Supplies	\$ 1,500.00	\$ 1,258.00	\$ 1,886.98	\$ (386.98)	125.80%
100-006-520400	Postage	\$ 3,500.00	\$ 310.11	\$ 3,223.25	\$ 276.75	92.09%
	Supplies & Materials	\$ 5,000.00	\$ 1,568.11	\$ 5,110.23	\$ (110.23)	102.20%
100-006-518100	Liability Insurance Premiums	\$ 16,500.00	\$ -	\$ 18,233.69	\$ (1,733.69)	110.51%
100-006-524000	Lease/rental Of Equipment	\$ 1,600.00	\$ -	\$ 1,288.45	\$ 311.55	80.53%
100-006-538000	Maintenance Agreements	\$ 1,100.00	\$ -	\$ 250.03	\$ 849.97	22.73%
100-006-551600	Dues And Subscriptions	\$ 850.00	\$ 500.00	\$ 776.95	\$ 73.05	91.41%
100-006-569000	Other Contractual Service	\$ 60,000.00	\$ 6,959.70	\$ 113,641.18	\$ (53,641.18)	189.40%
	Contractual Services	\$ 80,050.00	\$ 7,459.70	\$ 134,190.30	\$ (54,140.30)	167.63%
100-006-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Capital Outlay	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-006-551000	Printing And Publications	\$ 3,500.00	\$ -	\$ 5,473.69	\$ (1,973.69)	156.39%
100-006-599000	Miscellaneous	\$ -	\$ 2.99	\$ 281.43	\$ (281.43)	0.00%
	Other Expenditures	\$ 3,500.00	\$ 2.99	\$ 5,755.12	\$ (2,255.12)	164.43%
006	Finance	\$ (547,503.00)	\$ (48,146.78)	\$ (510,726.92)	\$ (36,776.08)	93.28%
100-007-511600	Salary: All Personnel	\$ 241,711.00	\$ 11,967.60	\$ 136,181.96	\$ 105,529.04	56.34%
100-007-515500	Vacation Pay	\$ 12,789.00	\$ 540.56	\$ 10,515.84	\$ 2,273.16	82.23%
100-007-515600	Holiday Pay	\$ 9,745.00	\$ -	\$ 6,445.10	\$ 3,299.90	66.14%
100-007-515800	Sick Pay	\$ 7,862.00	\$ 1,096.97	\$ 5,929.40	\$ 1,932.60	75.42%
100-007-517000	Oasdi/city Share 6.2%	\$ 15,671.00	\$ 794.04	\$ 9,344.67	\$ 6,326.33	59.63%
100-007-517001	Medicare/city Share 1.45%	\$ 3,660.00	\$ 185.71	\$ 2,185.08	\$ 1,474.92	59.70%
100-007-517401	IMRF	\$ 31,403.00	\$ 879.75	\$ 11,174.02	\$ 20,228.98	35.58%
100-007-518000	Group Insurance	\$ 58,562.00	\$ 5,501.81	\$ 56,557.80	\$ 2,004.20	96.58%
100-007-518300	Workers Comp Insurance	\$ 8,500.00	\$ -	\$ 8,451.92	\$ 48.08	99.43%
100-007-554300	Uniforms And Tools	\$ 500.00	\$ 184.12	\$ 565.75	\$ (65.75)	113.15%
100-007-559000	Medical Expense/supplies	\$ -	\$ -	\$ 108.00	\$ (108.00)	0.00%
	Personnel	\$ 390,403.00	\$ 21,150.56	\$ 247,459.54	\$ 142,943.46	63.39%
100-007-519000	Training And Education	\$ 3,000.00	\$ 285.00	\$ 1,832.52	\$ 1,167.48	61.08%
	Training & Education	\$ 3,000.00	\$ 285.00	\$ 1,832.52	\$ 1,167.48	61.08%
100-007-520200	Office Supplies	\$ 400.00	\$ -	\$ 211.47	\$ 188.53	52.87%
100-007-520400	Postage	\$ 400.00	\$ 29.12	\$ 309.30	\$ 90.70	77.33%
100-007-522400	General Supplies	\$ 500.00	\$ -	\$ 331.05	\$ 168.95	66.21%
100-007-529000	Equipment	\$ 1,000.00	\$ -	\$ 613.86	\$ 386.14	61.39%
100-007-556100	Gasoline/diesel Fuel	\$ 3,000.00	\$ 584.50	\$ 4,897.55	\$ (1,897.55)	163.25%
	Supplies & Materials	\$ 5,300.00	\$ 613.62	\$ 6,363.23	\$ (1,063.23)	120.06%
100-007-518100	Liability Insurance Premiums	\$ 8,000.00	\$ -	\$ 9,296.97	\$ (1,296.97)	116.21%
100-007-534000	Automotive Expense	\$ -	\$ 107.02	\$ 2,985.30	\$ (2,985.30)	0.00%
100-007-551600	Dues And Subscriptions	\$ 3,500.00	\$ -	\$ 2,786.35	\$ 713.65	79.61%
100-007-569000	Other Contractual Service	\$ 125,000.00	\$ 9,534.55	\$ 89,315.59	\$ 35,684.41	71.45%
	Contractual Services	\$ 136,500.00	\$ 9,641.57	\$ 104,384.21	\$ 32,115.79	76.47%
100-007-587100	Office Equipment & Furniture	\$ -	\$ -	\$ 395.00	\$ (395.00)	0.00%
	Capital Outlay	\$ -	\$ -	\$ 395.00	\$ (395.00)	0.00%
100-007-518700	Mileage	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-007-554200	Meals Lodging	\$ -	\$ -	\$ 1,283.79	\$ (1,283.79)	0.00%
	Other Expenditures	\$ 1,000.00	\$ -	\$ 1,283.79	\$ (283.79)	128.38%
007	Public Works	\$ (536,203.00)	\$ (31,690.75)	\$ (361,718.29)	\$ (174,484.71)	67.46%
100-009-511600	Salary: All Personnel	\$ 80,706.00	\$ 6,980.12	\$ 81,417.66	\$ (711.66)	100.88%
100-009-515000	Overtime	\$ 5,000.00	\$ 1,638.08	\$ 22,346.65	\$ (17,346.65)	446.93%
100-009-515500	Vacation Pay	\$ 8,000.00	\$ 402.94	\$ 6,339.55	\$ 1,660.45	79.24%
100-009-515600	Holiday Pay	\$ 5,000.00	\$ -	\$ 4,295.94	\$ 704.06	85.92%
100-009-515800	Sick Pay	\$ 3,500.00	\$ 402.94	\$ 1,560.17	\$ 1,939.83	44.58%
100-009-517000	Oasdi/city Share 6.2%	\$ 6,337.00	\$ 559.31	\$ 6,913.83	\$ (576.83)	109.10%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-009-517001	Medicare/city Share 1.45%	\$ 1,482.00	\$ 130.87	\$ 1,616.88	\$ (134.88)	109.10%
100-009-517401	IMRF	\$ 11,000.00	\$ 614.52	\$ 8,217.52	\$ 2,782.48	74.70%
100-009-518000	Group Insurance	\$ 24,000.00	\$ 1,785.44	\$ 19,193.36	\$ 4,806.64	79.97%
100-009-518300	Workers Comp Insurance	\$ 350.00	\$ -	\$ 348.02	\$ 1.98	99.43%
	Personnel	\$ 145,375.00	\$ 12,514.22	\$ 152,249.58	\$ (6,874.58)	104.73%
100-009-519000	Training And Education	\$ 5,000.00	\$ 303.94	\$ 303.94	\$ 4,696.06	6.08%
	Training & Education	\$ 5,000.00	\$ 303.94	\$ 303.94	\$ 4,696.06	6.08%
100-009-520200	Office Supplies	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-009-520400	Postage	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
100-009-522400	General Supplies	\$ 5,000.00	\$ 622.16	\$ 5,257.26	\$ (257.26)	105.15%
100-009-529000	Equipment	\$ 500.00	\$ -	\$ 250.48	\$ 249.52	50.10%
	Supplies & Materials	\$ 5,800.00	\$ 622.16	\$ 5,507.74	\$ 292.26	94.96%
100-009-518100	Liability Insurance Premiums	\$ 11,000.00	\$ -	\$ 12,155.80	\$ (1,155.80)	110.51%
100-009-534400	Equipment Repairs	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-009-538000	Maintenance Agreements	\$ 1,112,000.00	\$ 35,434.95	\$ 846,195.49	\$ 265,804.51	76.10%
100-009-550300	Telephone	\$ 250,000.00	\$ 30,830.86	\$ 288,207.94	\$ (38,207.94)	115.28%
100-009-551600	Dues And Subscriptions	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-009-569000	Other Contractual Service	\$ 5,000.00	\$ -	\$ 150.00	\$ 4,850.00	3.00%
100-009-599801	Computer Software	\$ 25,000.00	\$ 3,641.10	\$ 14,432.84	\$ 10,567.16	57.73%
	Contractual Services	\$ 1,405,000.00	\$ 69,906.91	\$ 1,161,142.07	\$ 243,857.93	82.64%
100-009-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Capital Outlay	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-009-529500	AVL Equipment	\$ 18,500.00	\$ -	\$ 14,704.91	\$ 3,795.09	79.49%
100-009-551000	Printing And Publications	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
100-009-599000	Miscellaneous	\$ -	\$ -	\$ 102.92	\$ (102.92)	0.00%
100-009-599802	Computer Hardware	\$ 450,000.00	\$ 7,875.70	\$ 419,431.12	\$ 30,568.88	93.21%
	Other Expenditures	\$ 468,550.00	\$ 7,875.70	\$ 434,238.95	\$ 34,311.05	92.68%
009	I.T.	\$ (2,030,725.00)	\$ (91,222.93)	\$ (1,753,442.28)	\$ (277,282.72)	86.35%
100-032-412001	Prop Replacement R&B Tax - Twp	\$ 95,000.00	\$ 5,512.55	\$ 64,998.21	\$ 30,001.79	68.42%
	Taxes	\$ 95,000.00	\$ 5,512.55	\$ 64,998.21	\$ 30,001.79	68.42%
100-032-435200	Traffic Light Reimbursement	\$ 9,000.00	\$ -	\$ 21,988.26	\$ (12,988.26)	244.31%
	Intergovernmental	\$ 9,000.00	\$ -	\$ 21,988.26	\$ (12,988.26)	244.31%
100-032-451800	50 / 50 Sidewalk Project	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Fees/Charges For Service	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-032-494100	City Property Dmg Reimb	\$ 20,000.00	\$ -	\$ 8,056.56	\$ 11,943.44	40.28%
	Fines And Forfeitures	\$ 20,000.00	\$ -	\$ 8,056.56	\$ 11,943.44	40.28%
100-032-425200	Street Opening Permits	\$ 375,000.00	\$ 79,841.00	\$ 345,667.20	\$ 29,332.80	92.18%
	Licenses And Permits	\$ 375,000.00	\$ 79,841.00	\$ 345,667.20	\$ 29,332.80	92.18%
100-032-491500	Sale of Municiple Property	\$ -	\$ -	\$ 8,141.00	\$ (8,141.00)	0.00%
100-032-495600	Insurance Reimbursements	\$ -	\$ -	\$ 8,729.13	\$ (8,729.13)	0.00%
100-032-499404	Sale Of Equipment	\$ 2,000.00	\$ -	\$ 790.00	\$ 1,210.00	39.50%
100-032-499406	Sale Of Salt /FBOP, PCHS	\$ 500.00	\$ -	\$ 2,730.00	\$ (2,230.00)	546.00%
100-032-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ 3,266.52	\$ (2,266.52)	326.65%
	Other Revenue	\$ 3,500.00	\$ -	\$ 23,656.65	\$ (20,156.65)	675.90%
100-032-511600	Salary: All Personnel	\$ 460,500.00	\$ 49,592.37	\$ 501,485.81	\$ (40,985.81)	108.90%
100-032-515000	Overtime	\$ 45,000.00	\$ 1,261.12	\$ 75,352.40	\$ (30,352.40)	167.45%
100-032-515500	Vacation Pay	\$ 50,000.00	\$ 6,337.65	\$ 65,180.45	\$ (15,180.45)	130.36%
100-032-515600	Holiday Pay	\$ 35,000.00	\$ -	\$ 40,807.52	\$ (5,807.52)	116.59%
100-032-515800	Sick Pay	\$ 30,000.00	\$ 4,656.90	\$ 42,067.18	\$ (12,067.18)	140.22%
100-032-515900	Injury Pay	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-032-517000	Oasdi/city Share 6.2%	\$ 60,512.00	\$ 3,683.17	\$ 43,601.10	\$ 16,910.90	72.05%
100-032-517001	Medicare/city Share 1.45%	\$ 14,152.00	\$ 861.39	\$ 10,197.32	\$ 3,954.68	72.06%
100-032-517401	IMRF	\$ 70,955.00	\$ 4,027.55	\$ 50,959.66	\$ 19,995.34	71.82%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-032-518000	Group Insurance	\$ 160,000.00	\$ 19,041.69	\$ 213,212.47	\$ (53,212.47)	133.26%
100-032-518300	Workers Comp Insurance	\$ 65,000.00	\$ -	\$ 64,999.44	\$ 0.56	100.00%
100-032-554300	Uniforms And Tools	\$ 7,000.00	\$ 63.30	\$ 7,970.70	\$ (970.70)	113.87%
100-032-559000	Medical Expense/supplies	\$ 500.00	\$ 144.00	\$ 701.23	\$ (201.23)	140.25%
	Personnel	\$ 999,119.00	\$ 89,669.14	\$ 1,116,535.28	\$ (117,416.28)	111.75%
100-032-519000	Training And Education	\$ 5,000.00	\$ -	\$ 210.00	\$ 4,790.00	4.20%
	Training & Education	\$ 5,000.00	\$ -	\$ 210.00	\$ 4,790.00	4.20%
100-032-520200	Office Supplies	\$ 500.00	\$ -	\$ 26.00	\$ 474.00	5.20%
100-032-520400	Postage	\$ 50.00	\$ 0.64	\$ 28.72	\$ 21.28	57.44%
100-032-522400	General Supplies	\$ 50,000.00	\$ 618.86	\$ 45,156.06	\$ 4,843.94	90.31%
100-032-523000	Traffic/Street Signs & Marking	\$ 20,000.00	\$ 2,987.15	\$ 15,290.55	\$ 4,709.45	76.45%
100-032-529000	Equipment	\$ 15,000.00	\$ 2,092.07	\$ 31,586.69	\$ (16,586.69)	210.58%
100-032-535000	Material And Hauling	\$ 170,000.00	\$ 7,478.42	\$ 118,104.94	\$ 51,895.06	69.47%
100-032-556100	Gasoline/diesel Fuel	\$ 80,000.00	\$ 7,999.35	\$ 103,662.48	\$ (23,662.48)	129.58%
	Supplies & Materials	\$ 335,550.00	\$ 21,176.49	\$ 313,855.44	\$ 21,694.56	93.53%
100-032-518100	Liability Insurance Premiums	\$ 25,000.00	\$ -	\$ 23,409.54	\$ 1,590.46	93.64%
100-032-524000	Lease/rental Of Equipment	\$ 35,000.00	\$ 8,698.17	\$ 18,983.74	\$ 16,016.26	54.24%
100-032-532000	Electronic Equipment Main	\$ 50,000.00	\$ 4,156.00	\$ 30,578.15	\$ 19,421.85	61.16%
100-032-534000	Automotive Expense	\$ 125,000.00	\$ 21,936.18	\$ 127,109.81	\$ (2,109.81)	101.69%
100-032-534400	Equipment Repairs	\$ 90,000.00	\$ 4,920.77	\$ 45,228.88	\$ 44,771.12	50.25%
100-032-534900	Sidewalk Renovation / Ins	\$ 200.00	\$ 674.25	\$ 6,200.29	\$ (6,000.29)	3100.15%
100-032-536000	Tree Removal / Replacemen	\$ 250,000.00	\$ 27,204.75	\$ 248,053.75	\$ 1,946.25	99.22%
100-032-536300	Snow Removal - Salt And C	\$ 210,000.00	\$ 165,373.09	\$ 224,783.09	\$ (14,783.09)	107.04%
100-032-538000	Maintenance Agreements	\$ 600.00	\$ 309.05	\$ 808.27	\$ (208.27)	134.71%
100-032-550100	Utilities	\$ 20,000.00	\$ 2,069.88	\$ 18,987.22	\$ 1,012.78	94.94%
100-032-550500	Electricity For Street Li	\$ 160,000.00	\$ 16,289.46	\$ 139,667.05	\$ 20,332.95	87.29%
100-032-550600	Electricity For Signal Li	\$ 29,000.00	\$ 1,753.08	\$ 22,256.73	\$ 6,743.27	76.75%
100-032-551600	Dues And Subscriptions	\$ 5,000.00	\$ -	\$ 816.40	\$ 4,183.60	16.33%
100-032-561300	Testing Fees	\$ 1,000.00	\$ -	\$ 690.00	\$ 310.00	69.00%
100-032-569000	Other Contractual Service	\$ 95,000.00	\$ 18,031.00	\$ 71,752.33	\$ 23,247.67	75.53%
	Contractual Services	\$ 1,095,800.00	\$ 271,415.68	\$ 979,325.25	\$ 116,474.75	89.37%
100-032-587000	Machinery & Equipment	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
100-032-587500	Vehicles	\$ 250,584.00	\$ -	\$ -	\$ 250,584.00	0.00%
	Capital Outlay	\$ 270,584.00	\$ -	\$ -	\$ 270,584.00	0.00%
100-032-557200	License And Inspection Fees	\$ 1,000.00	\$ 735.00	\$ 1,534.46	\$ (534.46)	153.45%
100-032-599000	Miscellaneous	\$ -	\$ -	\$ 89.75	\$ (89.75)	0.00%
	Other Expenditures	\$ 1,000.00	\$ 735.00	\$ 1,624.21	\$ (624.21)	162.42%
032	Street Dept	\$ (2,202,553.00)	\$ (297,642.76)	\$ (1,947,183.30)	\$ (255,369.70)	88.41%
100-034-437300	SOI - Training Reimburse	\$ 10,000.00	\$ -	\$ 8,357.32	\$ 1,642.68	83.57%
100-034-442700	County Grants	\$ 2,000.00	\$ -	\$ 3,475.00	\$ (1,475.00)	173.75%
	Intergovernmental	\$ 12,000.00	\$ -	\$ 11,832.32	\$ 167.68	98.60%
100-034-451000	Copy Money/Accidents etc	\$ -	\$ 25.00	\$ 480.00	\$ (480.00)	0.00%
100-034-454002	Fire Protection - Brush Hill	\$ 180,000.00	\$ -	\$ 186,952.39	\$ (6,952.39)	103.86%
100-034-454003	Fire Protection - Powerton	\$ 377,000.00	\$ -	\$ 287,192.04	\$ 89,807.96	76.18%
100-034-454200	Non Resident Rescue Fees	\$ 1,000.00	\$ -	\$ 5,225.00	\$ (4,225.00)	522.50%
100-034-454600	CPR Training Fees	\$ 2,500.00	\$ -	\$ 970.00	\$ 1,530.00	38.80%
100-034-454700	Sprinkler Fees	\$ 1,500.00	\$ -	\$ 600.00	\$ 900.00	40.00%
100-034-455005	AMT Franchise	\$ 90,000.00	\$ 7,500.00	\$ 82,500.00	\$ 7,500.00	91.67%
	Fees/Charges For Service	\$ 652,000.00	\$ 7,525.00	\$ 563,919.43	\$ 88,080.57	86.49%
100-034-493002	Fire Prevention Contribut	\$ 100.00	\$ -	\$ 21,000.00	\$ (20,900.00)	21000.00%
100-034-495600	Insurance Reimbursements	\$ 65,000.00	\$ 12,906.51	\$ 130,369.19	\$ (65,369.19)	200.57%
100-034-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Other Revenue	\$ 66,100.00	\$ 12,906.51	\$ 151,369.19	\$ (85,269.19)	229.00%



General Ledger

General Fund Revenue vs Expense Detail

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Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-034-511600	Salary: All Personnel	\$ 4,278,526.00	\$ 340,011.55	\$ 4,028,772.27	\$ 249,753.73	94.16%
100-034-515000	Overtime	\$ 680,000.00	\$ 53,211.14	\$ 635,382.28	\$ 44,617.72	93.44%
100-034-515500	Vacation Pay	\$ 400,000.00	\$ 21,899.26	\$ 361,906.49	\$ 38,093.51	90.48%
100-034-515600	Holiday Pay	\$ 257,144.00	\$ -	\$ 283,173.54	\$ (26,029.54)	110.12%
100-034-515800	Sick Pay	\$ 209,479.00	\$ 4,520.90	\$ 70,358.24	\$ 139,120.76	33.59%
100-034-515900	Injury Pay	\$ 187,564.00	\$ 27,575.18	\$ 176,032.40	\$ 11,531.60	93.85%
100-034-517000	Oasdi/city Share 6.2%	\$ 3,491.00	\$ 233.58	\$ 2,826.28	\$ 664.72	80.96%
100-034-517001	Medicare/city Share 1.45%	\$ 72,322.00	\$ 5,828.31	\$ 75,521.95	\$ (3,199.95)	104.42%
100-034-517401	IMRF	\$ 4,094.00	\$ 279.68	\$ 3,641.98	\$ 452.02	88.96%
100-034-518000	Group Insurance	\$ 1,500,000.00	\$ 127,150.24	\$ 1,383,287.26	\$ 116,712.74	92.22%
100-034-518200	Unemployment Insurance	\$ -	\$ -	\$ 578.00	\$ (578.00)	0.00%
100-034-518300	Workers Comp Insurance	\$ 230,000.00	\$ -	\$ 254,909.16	\$ (24,909.16)	110.83%
100-034-518900	Uniform Allowance	\$ 37,800.00	\$ 581.13	\$ 39,555.90	\$ (1,755.90)	104.65%
100-034-554300	Uniform & Tool Exp	\$ 30,000.00	\$ -	\$ 3,949.18	\$ 26,050.82	13.16%
100-034-559000	Medical Expense/supplies	\$ 32,000.00	\$ 254.00	\$ 956.52	\$ 31,043.48	2.99%
	Personnel	\$ 7,922,420.00	\$ 581,544.97	\$ 7,320,851.45	\$ 601,568.55	92.41%
100-034-519000	Training And Education	\$ 80,000.00	\$ 7,022.71	\$ 42,915.90	\$ 37,084.10	53.64%
	Training & Education	\$ 80,000.00	\$ 7,022.71	\$ 42,915.90	\$ 37,084.10	53.64%
100-034-520200	Office Supplies	\$ 2,000.00	\$ 33.99	\$ 936.05	\$ 1,063.95	46.80%
100-034-520400	Postage	\$ 300.00	\$ 265.12	\$ 343.22	\$ (43.22)	114.41%
100-034-522400	General Supplies	\$ 15,000.00	\$ 2,139.65	\$ 14,099.47	\$ 900.53	94.00%
100-034-522500	Emergency Medical Supplie	\$ 40,000.00	\$ 2,737.17	\$ 37,540.20	\$ 2,459.80	93.85%
100-034-529000	Equipment	\$ 80,000.00	\$ 3,429.99	\$ 66,469.57	\$ 13,530.43	83.09%
100-034-556100	Gasoline/diesel Fuel	\$ 57,000.00	\$ 7,497.01	\$ 61,901.47	\$ (4,901.47)	108.60%
	Supplies & Materials	\$ 194,300.00	\$ 16,102.93	\$ 181,289.98	\$ 13,010.02	93.30%
100-034-518100	Liability Insurance Premiums	\$ 125,000.00	\$ -	\$ 126,200.25	\$ (1,200.25)	100.96%
100-034-520905	Public Safety Dispatching Fee	\$ 115,000.00	\$ -	\$ 95,268.00	\$ 19,732.00	82.84%
100-034-524000	Lease/rental Of Equipment	\$ 7,500.00	\$ 1,159.62	\$ 8,257.88	\$ (757.88)	110.11%
100-034-534000	Automotive Expense	\$ 175,000.00	\$ 10,596.08	\$ 194,930.54	\$ (19,930.54)	111.39%
100-034-534200	Buildings & Grounds Maintenanc	\$ -	\$ -	\$ 254.99	\$ (254.99)	0.00%
100-034-534400	Equipment Repairs	\$ 26,000.00	\$ 923.59	\$ 19,236.08	\$ 6,763.92	73.98%
100-034-538000	Maintenance Agreements	\$ 10,000.00	\$ 260.28	\$ 5,054.87	\$ 4,945.13	50.55%
100-034-550100	Utilities	\$ 40,000.00	\$ 3,028.30	\$ 29,083.89	\$ 10,916.11	72.71%
100-034-551600	Dues And Subscriptions	\$ 2,000.00	\$ 645.00	\$ 4,118.22	\$ (2,118.22)	205.91%
100-034-555000	Radio Expense	\$ 12,000.00	\$ 763.88	\$ 12,518.70	\$ (518.70)	104.32%
100-034-569000	Other Contractual Service	\$ -	\$ -	\$ 1,360.00	\$ (1,360.00)	0.00%
100-034-598000	Fire Prevention	\$ 2,500.00	\$ -	\$ 232.50	\$ 2,267.50	9.30%
100-034-598100	Public Relations	\$ 1,500.00	\$ -	\$ 1,494.12	\$ 5.88	99.61%
	Contractual Services	\$ 516,500.00	\$ 17,376.75	\$ 498,010.04	\$ 18,489.96	96.42%
100-034-587000	Machinery And Equipment	\$ 100,000.00	\$ 30,886.50	\$ 61,043.10	\$ 38,956.90	61.04%
100-034-587100	Office Equipment & Furniture	\$ 500.00	\$ -	\$ 199.96	\$ 300.04	39.99%
	Capital Outlay	\$ 100,500.00	\$ 30,886.50	\$ 61,243.06	\$ 39,256.94	60.94%
100-034-551000	Printing And Publications	\$ 350.00	\$ -	\$ 179.59	\$ 170.41	51.31%
100-034-554200	Meals/Lodging	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-034-557200	License And Inspection Fees	\$ 4,500.00	\$ 344.05	\$ 478.05	\$ 4,021.95	10.62%
100-034-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ 417.36	\$ 582.64	41.74%
100-034-599802	Computer Hardware	\$ -	\$ 84.14	\$ 205.13	\$ (205.13)	0.00%
100-034-599999	Contingency	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
	Other Expenditures	\$ 55,950.00	\$ 428.19	\$ 1,280.13	\$ 54,669.87	2.29%
034	Fire Dept	\$ (8,139,570.00)	\$ (632,930.54)	\$ (7,378,469.62)	\$ (761,100.38)	90.65%
100-068-491000	Rental Of Municipal Property	\$ 250,000.00	\$ 15,061.36	\$ 298,725.32	\$ (48,725.32)	119.49%
100-068-491500	Sale Of Municipal Property	\$ -	\$ -	\$ 1.00	\$ (1.00)	0.00%
100-068-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Other Revenue	\$ 250,500.00	\$ 15,061.36	\$ 298,726.32	\$ (48,226.32)	119.25%
100-068-440273	Transfer from TIF SIPCA	\$ 11,143.00	\$ -	\$ -	\$ 11,143.00	0.00%
	Transfers From Other Funds	\$ 11,143.00	\$ -	\$ -	\$ 11,143.00	0.00%
100-068-511600	Salary: All Personnel	\$ 246,692.00	\$ 21,611.80	\$ 224,656.79	\$ 22,035.21	91.07%
100-068-514600	Wages Yard Crew	\$ -	\$ (12,282.65)	\$ 34,596.93	\$ (34,596.93)	0.00%
100-068-515000	Overtime	\$ 1,253.00	\$ -	\$ 734.96	\$ 518.04	58.66%
100-068-515500	Vacation Pay	\$ 20,000.00	\$ 325.63	\$ 8,172.00	\$ 11,828.00	40.86%
100-068-515600	Holiday Pay	\$ 15,500.00	\$ (590.00)	\$ 11,020.98	\$ 4,479.02	71.10%
100-068-515800	Sick Pay	\$ 6,000.00	\$ 951.02	\$ 2,482.34	\$ 3,517.66	41.37%
100-068-517000	Oasdi/city Share 6.2%	\$ 17,868.00	\$ 563.94	\$ 16,964.51	\$ 903.49	94.94%
100-068-517001	Medicare/city Share 1.45%	\$ 4,179.00	\$ 131.94	\$ 3,967.72	\$ 211.28	94.94%
100-068-517401	IMRF	\$ 20,952.00	\$ 253.38	\$ 16,201.18	\$ 4,750.82	77.33%
100-068-518000	Group Insurance	\$ 63,971.00	\$ 7,354.01	\$ 63,792.99	\$ 178.01	99.72%
100-068-518300	Workers Comp Insurance	\$ 1,700.00	\$ -	\$ 1,833.48	\$ (133.48)	107.85%
100-068-554300	Uniforms And Tools	\$ 800.00	\$ -	\$ -	\$ 800.00	0.00%
100-068-559000	Medical Expense/supplies	\$ 200.00	\$ -	\$ 193.00	\$ 7.00	96.50%
	Personnel	\$ 399,115.00	\$ 18,319.07	\$ 384,616.88	\$ 14,498.12	96.37%
100-068-520200	Office Supplies	\$ 250.00	\$ 79.95	\$ 407.52	\$ (157.52)	163.01%
100-068-522400	General Supplies	\$ 30,000.00	\$ 2,980.28	\$ 23,915.62	\$ 6,084.38	79.72%
100-068-529000	Equipment	\$ 25,000.00	\$ 535.98	\$ 9,730.51	\$ 15,269.49	38.92%
100-068-556100	Gasoline/diesel Fuel	\$ -	\$ 242.55	\$ 407.05	\$ (407.05)	0.00%
	Supplies & Materials	\$ 55,250.00	\$ 3,838.76	\$ 34,460.70	\$ 20,789.30	62.37%
100-068-518100	Liability Insurance Premiums	\$ 1,600.00	\$ -	\$ 1,453.32	\$ 146.68	90.83%
100-068-524000	Lease/rental Of Equipment	\$ 5,000.00	\$ 734.00	\$ 3,032.87	\$ 1,967.13	60.66%
100-068-534000	Automotive Expense	\$ 20,000.00	\$ 107.02	\$ 7,364.39	\$ 12,635.61	36.82%
100-068-534200	Buildings And Grounds Rep	\$ 350,000.00	\$ 360.00	\$ 418,709.62	\$ (68,709.62)	119.63%
100-068-534400	Equipment Repairs	\$ 8,000.00	\$ -	\$ 521.45	\$ 7,478.55	6.52%
100-068-536300	Snow Removal - Salt	\$ 10,000.00	\$ -	\$ 2,994.90	\$ 7,005.10	29.95%
100-068-538000	Maintenance Agreements	\$ -	\$ -	\$ 4,133.25	\$ (4,133.25)	0.00%
100-068-550100	Utilities	\$ 120,000.00	\$ 7,381.57	\$ 81,987.57	\$ 38,012.43	68.32%
100-068-566600	Pest Control	\$ 3,000.00	\$ 585.00	\$ 2,875.00	\$ 125.00	95.83%
100-068-569000	Other Contractual Service	\$ 10,000.00	\$ 5,407.74	\$ 7,237.91	\$ 2,762.09	72.38%
	Contractual Services	\$ 527,600.00	\$ 14,575.33	\$ 530,310.28	\$ (2,710.28)	100.51%
100-068-580400	Building Purchase/construction	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0.00%
100-068-580401	Building Repair	\$ 20,000.00	\$ 3,999.20	\$ 31,521.68	\$ (11,521.68)	157.61%
100-068-584009	General Public Improvements	\$ 100,000.00	\$ 10,606.71	\$ 59,490.80	\$ 40,509.20	59.49%
100-068-587100	Office Equipment & Furniture	\$ 10,000.00	\$ -	\$ 582.28	\$ 9,417.72	5.82%
	Capital Outlay	\$ 175,000.00	\$ 14,605.91	\$ 91,594.76	\$ 83,405.24	52.34%
100-068-557200	License And Inspection Fees	\$ -	\$ -	\$ 905.00	\$ (905.00)	0.00%
100-068-590300	Real Estate Tax Expense	\$ -	\$ -	\$ 261.08	\$ (261.08)	0.00%
100-068-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Other Expenditures	\$ 1,000.00	\$ -	\$ 1,166.08	\$ (166.08)	116.61%
068	Public Property	\$ (896,322.00)	\$ (36,277.71)	\$ (743,422.38)	\$ (152,899.62)	82.94%
100-760-410905	Cannabis Tax Revenue	\$ 55,000.00	\$ 4,479.14	\$ 44,481.53	\$ 10,518.47	80.88%
	Taxes	\$ 55,000.00	\$ 4,479.14	\$ 44,481.53	\$ 10,518.47	80.88%
100-760-437100	School Reimbursements	\$ 125,000.00	\$ -	\$ 145,343.53	\$ (20,343.53)	116.27%
100-760-437200	SOI-Police Training Reimb	\$ -	\$ -	\$ 25,028.69	\$ (25,028.69)	0.00%
100-760-442500	Federal Grants	\$ 6,253.00	\$ 1,350.09	\$ 27,844.75	\$ (21,591.75)	445.30%
100-760-442600	State Grants	\$ 220,549.00	\$ -	\$ 222,934.50	\$ (2,385.50)	101.08%
100-760-442700	County Grants	\$ -	\$ -	\$ 1,000.00	\$ (1,000.00)	0.00%
100-760-442710	Police CCC Vehicle Fee	\$ -	\$ -	\$ 47.09	\$ (47.09)	0.00%
100-760-442720	Police CCC Drug Enf Fee	\$ -	\$ -	\$ 244.06	\$ (244.06)	0.00%
	Intergovernmental	\$ 351,802.00	\$ 1,350.09	\$ 422,442.62	\$ (70,640.62)	120.08%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-760-450800	Fingerprint Fees	\$ 1,500.00	\$ 45.00	\$ 2,265.00	\$ (765.00)	151.00%
100-760-451000	Copy Money/Accidents etc	\$ 4,000.00	\$ 45.00	\$ 5,162.77	\$ (1,162.77)	129.07%
100-760-451100	Parking Meter Collections	\$ -	\$ -	\$ 25.00	\$ (25.00)	0.00%
100-760-451101	Rentals - Parking Lots	\$ 2,100.00	\$ 175.00	\$ 1,900.00	\$ 200.00	90.48%
100-760-454400	Overtime Reimbursements	\$ 25,000.00	\$ 4,675.38	\$ 41,019.64	\$ (16,019.64)	164.08%
100-760-464700	E Citation Fees	\$ 1,300.00	\$ -	\$ 1,388.63	\$ (88.63)	106.82%
	Fees/Charges For Service	\$ 33,900.00	\$ 4,940.38	\$ 51,761.04	\$ (17,861.04)	152.69%
100-760-460100	Cir Clk/States Atty	\$ 100,000.00	\$ -	\$ 79,003.78	\$ 20,996.22	79.00%
100-760-460200	Municipal Ordinance Violations	\$ 100,000.00	\$ 9,072.35	\$ 96,052.75	\$ 3,947.25	96.05%
100-760-460300	Warrants	\$ 4,000.00	\$ -	\$ 3,570.00	\$ 430.00	89.25%
100-760-464000	Parking Tickets	\$ 20,000.00	\$ 568.49	\$ 17,425.38	\$ 2,574.62	87.13%
100-760-464100	False Alarm Fee	\$ 2,500.00	\$ 675.00	\$ 5,850.00	\$ (3,350.00)	234.00%
100-760-464400	Dui Surcharge	\$ 5,000.00	\$ -	\$ 5,898.55	\$ (898.55)	117.97%
100-760-464600	Court Supervision Fines	\$ 200.00	\$ -	\$ 363.32	\$ (163.32)	181.66%
100-760-494100	Restitution	\$ -	\$ -	\$ 12.48	\$ (12.48)	0.00%
	Fines And Forfeitures	\$ 231,700.00	\$ 10,315.84	\$ 208,176.26	\$ 23,523.74	89.85%
100-760-450700	Rental Property Registration	\$ 7,000.00	\$ 10.00	\$ 6,680.00	\$ 320.00	95.43%
	Licenses And Permits	\$ 7,000.00	\$ 10.00	\$ 6,680.00	\$ 320.00	95.43%
100-760-490100	Interest Earnings Federal Forf	\$ -	\$ 1.88	\$ 7.85	\$ (7.85)	0.00%
100-760-490101	Interest Earnings State Forfei	\$ -	\$ 1.85	\$ 9.60	\$ (9.60)	0.00%
	Investment Earnings	\$ -	\$ 3.73	\$ 17.45	\$ (17.45)	0.00%
100-760-493200	Opioids Settlement	\$ 50,000.00	\$ -	\$ 29,766.78	\$ 20,233.22	59.53%
100-760-493900	Sex Offender Registration	\$ 1,500.00	\$ 90.00	\$ 2,440.00	\$ (940.00)	162.67%
100-760-494000	State Forfeiture Revenue	\$ 1,000.00	\$ -	\$ 38,805.02	\$ (37,805.02)	3880.50%
100-760-495600	Insurance Reimbursements	\$ 75,000.00	\$ 8,404.76	\$ 25,257.62	\$ 49,742.38	33.68%
100-760-499403	Unclaimed Evidence	\$ -	\$ 1.10	\$ 13,660.93	\$ (13,660.93)	0.00%
100-760-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-760-499802	Cash Over/short	\$ -	\$ -	\$ (20.20)	\$ 20.20	0.00%
	Other Revenue	\$ 128,500.00	\$ 8,495.86	\$ 109,910.15	\$ 18,589.85	85.53%
100-760-598200	Grant Expenses	\$ 226,802.00	\$ 12,356.00	\$ 235,986.11	\$ (9,184.11)	104.05%
	Contractual Services	\$ 226,802.00	\$ 12,356.00	\$ 235,986.11	\$ (9,184.11)	104.05%
760	Police Revenue	\$ 581,100.00	\$ 17,239.04	\$ 607,482.94	\$ (26,382.94)	104.54%
100-761-511600	Salary: All Personnel	\$ 3,497,968.00	\$ 259,311.08	\$ 3,259,936.68	\$ 238,031.32	93.20%
100-761-515000	Overtime	\$ 280,000.00	\$ 15,385.53	\$ 260,680.54	\$ 19,319.46	93.10%
100-761-515500	Vacation Pay	\$ 304,660.00	\$ 8,048.24	\$ 294,753.22	\$ 9,906.78	96.75%
100-761-515600	Holiday Pay	\$ 108,759.00	\$ -	\$ 147,998.37	\$ (39,239.37)	136.08%
100-761-515800	Sick Pay	\$ 133,242.00	\$ 21,500.80	\$ 230,215.01	\$ (96,973.01)	172.78%
100-761-515900	Injury Pay	\$ 175,000.00	\$ 10,916.96	\$ 33,352.96	\$ 141,647.04	19.06%
100-761-517000	Oasdi/city Share 6.2%	\$ 6,754.00	\$ 265.94	\$ 4,008.26	\$ 2,745.74	59.35%
100-761-517001	Medicare/city Share 1.45%	\$ 59,992.00	\$ 4,294.04	\$ 58,426.70	\$ 1,565.30	97.39%
100-761-517401	IMRF	\$ 7,920.00	\$ 287.92	\$ 4,972.23	\$ 2,947.77	62.78%
100-761-518000	Group Insurance	\$ 1,134,665.00	\$ 83,671.94	\$ 917,827.50	\$ 216,837.50	80.89%
100-761-518300	Workers Comp Insurance	\$ 242,677.00	\$ -	\$ 207,714.87	\$ 34,962.13	85.59%
100-761-518900	Uniform Allowance	\$ 52,800.00	\$ 5,999.83	\$ 49,999.83	\$ 2,800.17	94.70%
100-761-554300	Tools & Uniforms	\$ 37,000.00	\$ 8,922.43	\$ 33,517.88	\$ 3,482.12	90.59%
100-761-559000	Medical Expense/supplies	\$ 6,000.00	\$ -	\$ 4,517.64	\$ 1,482.36	75.29%
	Personnel	\$ 6,047,437.00	\$ 418,604.71	\$ 5,507,921.69	\$ 539,515.31	91.08%
100-761-519000	Training And Education	\$ 110,000.00	\$ 5,635.67	\$ 102,843.37	\$ 7,156.63	93.49%
	Training & Education	\$ 110,000.00	\$ 5,635.67	\$ 102,843.37	\$ 7,156.63	93.49%
100-761-520200	Office Supplies	\$ 4,000.00	\$ 197.88	\$ 2,856.15	\$ 1,143.85	71.40%
100-761-520201	Live-scan Deposit Account	\$ 1,500.00	\$ -	\$ 1,000.00	\$ 500.00	66.67%
100-761-520400	Postage	\$ 2,000.00	\$ 35.52	\$ 186.36	\$ 1,813.64	9.32%
100-761-522400	General Supplies	\$ 6,000.00	\$ 2,441.25	\$ 6,026.29	\$ (26.29)	100.44%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-761-525000	Police Ammunition	\$ 20,000.00	\$ 320.00	\$ 10,642.97	\$ 9,357.03	53.21%
100-761-529000	Equipment	\$ 40,000.00	\$ 3,715.69	\$ 41,850.80	\$ (1,850.80)	104.63%
100-761-556100	Gasoline/diesel Fuel	\$ 125,000.00	\$ 8,534.83	\$ 108,029.66	\$ 16,970.34	86.42%
	Supplies & Materials	\$ 198,500.00	\$ 15,245.17	\$ 170,592.23	\$ 27,907.77	85.94%
100-761-518100	Liability Insurance Premiums	\$ 127,471.00	\$ -	\$ 100,612.71	\$ 26,858.29	78.93%
100-761-520905	Public Safety Dispatching Fee	\$ 592,000.00	\$ -	\$ 471,444.00	\$ 120,556.00	79.64%
100-761-524000	Lease/rental Of Equipment	\$ 450,000.00	\$ 25,179.54	\$ 347,814.42	\$ 102,185.58	77.29%
100-761-534000	Automotive Expense	\$ 60,000.00	\$ 9,166.66	\$ 122,124.91	\$ (62,124.91)	203.54%
100-761-534101	Vehicle Towage	\$ 500.00	\$ -	\$ 290.00	\$ 210.00	58.00%
100-761-534400	Equipment Repairs	\$ 3,000.00	\$ 419.64	\$ 1,788.25	\$ 1,211.75	59.61%
100-761-538000	Maintenance Agreements	\$ 2,000.00	\$ 32.80	\$ 169.50	\$ 1,830.50	8.48%
100-761-551600	Dues And Subscriptions	\$ 10,000.00	\$ 1,671.33	\$ 10,109.11	\$ (109.11)	101.09%
100-761-555000	Radio Expense	\$ 55,000.00	\$ 1,248.65	\$ 14,243.67	\$ 40,756.33	25.90%
100-761-555200	Radar Expense	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-761-566700	Care Of Stray Animals	\$ 50,000.00	\$ -	\$ 51,031.16	\$ (1,031.16)	102.06%
100-761-569000	Other Contractual Service	\$ 6,000.00	\$ 622.26	\$ 3,361.66	\$ 2,638.34	56.03%
100-761-592500	Crime Prevention Expense	\$ 4,000.00	\$ -	\$ 1,458.31	\$ 2,541.69	36.46%
100-761-592602	Canine Unit	\$ 4,000.00	\$ 126.96	\$ 295.68	\$ 3,704.32	7.39%
100-761-592604	Emergency Services Team	\$ 16,000.00	\$ 5,518.61	\$ 12,599.96	\$ 3,400.04	78.75%
100-761-592606	Dui Enforcement	\$ 4,500.00	\$ -	\$ 495.00	\$ 4,005.00	11.00%
100-761-592700	Shooting Range	\$ 5,000.00	\$ 309.03	\$ 1,868.02	\$ 3,131.98	37.36%
100-761-598100	Public Relations	\$ 1,000.00	\$ -	\$ 1,035.00	\$ (35.00)	103.50%
	Contractual Services	\$ 1,392,471.00	\$ 44,295.48	\$ 1,140,741.36	\$ 251,729.64	81.92%
100-761-587000	Machinery And Equipment	\$ -	\$ -	\$ 3,000.00	\$ (3,000.00)	0.00%
100-761-587100	Office Equipment & Furniture	\$ 88,000.00	\$ 3,000.00	\$ 66,354.66	\$ 21,645.34	75.40%
	Capital Outlay	\$ 88,000.00	\$ 3,000.00	\$ 69,354.66	\$ 18,645.34	78.81%
100-761-551000	Printing And Publications	\$ 1,500.00	\$ -	\$ 1,738.48	\$ (238.48)	115.90%
100-761-557200	License And Inspection Fees	\$ 1,500.00	\$ -	\$ 123.99	\$ 1,376.01	8.27%
100-761-590600	Bank/Credit Card Charges	\$ 834.00	\$ 91.13	\$ 1,145.47	\$ (311.47)	137.35%
100-761-595000	Reimbursement - Personal	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-761-599000	Miscellaneous	\$ 2,500.00	\$ -	\$ 1,575.83	\$ 924.17	63.03%
	Other Expenditures	\$ 6,434.00	\$ 91.13	\$ 4,583.77	\$ 1,850.23	71.24%
761	Police Patrol	\$ (7,842,842.00)	\$ (486,872.16)	\$ (6,996,037.08)	\$ (846,804.92)	89.20%
100-763-511600	Salary: All Personnel	\$ 832,464.00	\$ 81,228.54	\$ 865,879.89	\$ (33,415.89)	104.01%
100-763-515000	Overtime	\$ 75,000.00	\$ 1,731.65	\$ 30,419.75	\$ 44,580.25	40.56%
100-763-515500	Vacation Pay	\$ 96,661.00	\$ 2,019.37	\$ 66,616.47	\$ 30,044.53	68.92%
100-763-515600	Holiday Pay	\$ 48,000.00	\$ -	\$ 38,557.88	\$ 9,442.12	80.33%
100-763-515800	Sick Pay	\$ 175,707.00	\$ 309.92	\$ 12,978.00	\$ 162,729.00	7.39%
100-763-517000	Oasdi/city Share 6.2%	\$ -	\$ 334.62	\$ 2,099.25	\$ (2,099.25)	0.00%
100-763-517001	Medicare/city Share 1.45%	\$ 13,581.00	\$ 1,197.56	\$ 14,392.80	\$ (811.80)	105.98%
100-763-517401	IMRF	\$ -	\$ 376.16	\$ 2,491.60	\$ (2,491.60)	0.00%
100-763-518000	Group Insurance	\$ 250,000.00	\$ 27,205.78	\$ 380,921.07	\$ (130,921.07)	152.37%
100-763-518900	Uniform Allowance	\$ 14,400.00	\$ 1,373.40	\$ 12,373.40	\$ 2,026.60	85.93%
	Personnel	\$ 1,505,813.00	\$ 115,777.00	\$ 1,426,730.11	\$ 79,082.89	94.75%
100-763-519000	Training And Education	\$ 35,000.00	\$ 2,543.44	\$ 18,601.40	\$ 16,398.60	53.15%
	Training & Education	\$ 35,000.00	\$ 2,543.44	\$ 18,601.40	\$ 16,398.60	53.15%
100-763-520200	Office Supplies	\$ 1,000.00	\$ 215.00	\$ 709.26	\$ 290.74	70.93%
100-763-520400	Postage	\$ 100.00	\$ -	\$ 31.25	\$ 68.75	31.25%
100-763-522000	Photographic Supplies	\$ 2,000.00	\$ -	\$ 1,207.98	\$ 792.02	60.40%
100-763-522400	General Supplies	\$ 2,000.00	\$ 603.59	\$ 2,340.69	\$ (340.69)	117.03%
100-763-529000	Equipment	\$ 1,000.00	\$ 66.49	\$ 994.13	\$ 5.87	99.41%
100-763-556100	Gasoline/diesel Fuel	\$ 5,000.00	\$ 1,089.90	\$ 10,500.60	\$ (5,500.60)	210.01%
	Supplies & Materials	\$ 11,100.00	\$ 1,974.98	\$ 15,783.91	\$ (4,683.91)	142.20%
100-763-524000	Lease/rental Of Equipment	\$ 3,600.00	\$ 813.24	\$ 3,390.14	\$ 209.86	94.17%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-763-534000	Automotive Expense	\$ 4,500.00	\$ 3,657.56	\$ 6,365.32	\$ (1,865.32)	141.45%
100-763-534400	Equipment Repairs	\$ -	\$ -	\$ 12.00	\$ (12.00)	0.00%
100-763-538000	Maintenance Agreements	\$ 4,200.00	\$ 1,116.01	\$ 3,479.77	\$ 720.23	82.85%
100-763-551600	Dues And Subscriptions	\$ 1,500.00	\$ -	\$ 110.00	\$ 1,390.00	7.33%
100-763-560500	Consulting Services	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
100-763-569000	Other Contractual Service	\$ -	\$ -	\$ 108.00	\$ (108.00)	0.00%
100-763-592600	Special Investigations Exp	\$ 10,000.00	\$ 3,495.29	\$ 6,366.65	\$ 3,633.35	63.67%
100-763-592603	Multi-county Narcotics Exp	\$ 13,500.00	\$ -	\$ -	\$ 13,500.00	0.00%
100-763-592800	Polygraph Exam	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-763-592900	State Forfeiture Expense	\$ -	\$ 3,844.72	\$ 14,806.91	\$ (14,806.91)	0.00%
100-763-592901	Federal Forfeiture Expense	\$ -	\$ 20,165.42	\$ 20,165.42	\$ (20,165.42)	0.00%
	Contractual Services	\$ 47,800.00	\$ 33,092.24	\$ 54,804.21	\$ (7,004.21)	114.65%
100-763-587100	Office Equipment & Furniture	\$ 1,000.00	\$ 433.10	\$ 433.10	\$ 566.90	43.31%
	Capital Outlay	\$ 1,000.00	\$ 433.10	\$ 433.10	\$ 566.90	43.31%
100-763-551000	Printing And Publications	\$ 100.00	\$ -	\$ 76.00	\$ 24.00	76.00%
100-763-554200	Meals Lodging	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-763-595000	Reimbursement - Personal	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
	Other Expenditures	\$ 650.00	\$ -	\$ 76.00	\$ 574.00	11.69%
763	Special Services	\$ (1,601,363.00)	\$ (153,820.76)	\$ (1,516,428.73)	\$ (84,934.27)	94.70%
100-764-511600	Salary: All Personnel	\$ 325,870.00	\$ 27,070.17	\$ 296,727.08	\$ 29,142.92	91.06%
100-764-515000	Overtime	\$ 15,000.00	\$ 892.20	\$ 15,641.42	\$ (641.42)	104.28%
100-764-515500	Vacation Pay	\$ 22,600.00	\$ 232.18	\$ 19,753.75	\$ 2,846.25	87.41%
100-764-515600	Holiday Pay	\$ 23,000.00	\$ -	\$ 18,497.00	\$ 4,503.00	80.42%
100-764-515800	Sick Pay	\$ 7,528.00	\$ 2,102.85	\$ 10,154.32	\$ (2,626.32)	134.89%
100-764-517000	Oasdi/city Share 6.2%	\$ 22,072.00	\$ 1,775.74	\$ 21,457.66	\$ 614.34	97.22%
100-764-517001	Medicare/city Share 1.45%	\$ 5,162.00	\$ 415.27	\$ 5,018.29	\$ 143.71	97.22%
100-764-517401	IMRF	\$ 25,881.00	\$ 1,975.40	\$ 25,523.01	\$ 357.99	98.62%
100-764-518000	Group Insurance	\$ 70,000.00	\$ 9,189.28	\$ 86,486.98	\$ (16,486.98)	123.55%
100-764-554300	Uniforms And Tools	\$ 3,500.00	\$ 135.32	\$ 1,722.18	\$ 1,777.82	49.21%
100-764-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ 108.00	\$ 392.00	21.60%
	Personnel	\$ 521,113.00	\$ 43,788.41	\$ 501,089.69	\$ 20,023.31	96.16%
100-764-519000	Training And Education	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
	Training & Education	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-764-520200	Office Supplies	\$ 2,500.00	\$ 116.96	\$ 1,500.63	\$ 999.37	60.03%
100-764-520400	Postage	\$ 5,000.00	\$ 455.33	\$ 3,630.10	\$ 1,369.90	72.60%
100-764-522400	General Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-764-529000	Equipment	\$ -	\$ -	\$ 83.66	\$ (83.66)	0.00%
	Supplies & Materials	\$ 8,000.00	\$ 572.29	\$ 5,214.39	\$ 2,785.61	65.18%
100-764-524000	Lease/rental Of Equipment	\$ 2,500.00	\$ 135.54	\$ 1,423.99	\$ 1,076.01	56.96%
100-764-538000	Maintenance Agreements	\$ 4,000.00	\$ 1,013.63	\$ 7,130.50	\$ (3,130.50)	178.26%
	Contractual Services	\$ 6,500.00	\$ 1,149.17	\$ 8,554.49	\$ (2,054.49)	131.61%
100-764-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ 304.99	\$ 695.01	30.50%
	Capital Outlay	\$ 1,000.00	\$ -	\$ 304.99	\$ 695.01	30.50%
100-764-551000	Printing And Publications	\$ 500.00	\$ -	\$ 546.39	\$ (46.39)	109.28%
	Other Expenditures	\$ 500.00	\$ -	\$ 546.39	\$ (46.39)	109.28%
764	Police Records	\$ (538,613.00)	\$ (45,509.87)	\$ (515,709.95)	\$ (22,903.05)	95.75%
100-766-451700	Property Clean Up Fees	\$ 80,000.00	\$ 6,527.50	\$ 2,186.70	\$ 77,813.30	2.73%
	Fines And Forfeitures	\$ 80,000.00	\$ 6,527.50	\$ 2,186.70	\$ 77,813.30	2.73%
100-766-511600	Salary: All Personnel	\$ 186,143.00	\$ 13,153.28	\$ 97,857.17	\$ 88,285.83	52.57%
100-766-515000	Overtime	\$ 10,000.00	\$ 153.84	\$ 7,797.17	\$ 2,202.83	77.97%
100-766-515500	Vacation Pay	\$ 7,500.00	\$ -	\$ 2,571.68	\$ 4,928.32	34.29%
100-766-515600	Holiday Pay	\$ 3,500.00	\$ -	\$ 4,107.52	\$ (607.52)	117.36%
100-766-515800	Sick Pay	\$ 1,000.00	\$ 205.12	\$ 3,966.35	\$ (2,966.35)	396.64%
100-766-517000	Oasdi/city Share 6.2%	\$ 6,612.00	\$ 799.32	\$ 6,976.07	\$ (364.07)	105.51%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-766-517001	Medicare/city Share 1.45%	\$ 1,546.00	\$ 186.94	\$ 1,631.51	\$ (85.51)	105.53%
100-766-517401	IMRF	\$ 7,753.00	\$ 881.01	\$ 8,121.06	\$ (368.06)	104.75%
100-766-518000	Group Insurance	\$ 15,000.00	\$ 4,547.58	\$ 27,736.66	\$ (12,736.66)	184.91%
100-766-518300	Workers Comp Insurance	\$ 4,000.00	\$ -	\$ 3,977.38	\$ 22.62	99.43%
100-766-554300	Uniforms And Tools	\$ 2,000.00	\$ -	\$ 1,760.42	\$ 239.58	88.02%
100-766-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Personnel	\$ 245,554.00	\$ 19,927.09	\$ 166,502.99	\$ 79,051.01	67.81%
100-766-519000	Training And Education	\$ 7,500.00	\$ -	\$ 5,510.98	\$ 1,989.02	73.48%
	Training & Education	\$ 7,500.00	\$ -	\$ 5,510.98	\$ 1,989.02	73.48%
100-766-520200	Office Supplies	\$ 500.00	\$ -	\$ 15.00	\$ 485.00	3.00%
100-766-520400	Postage	\$ 1,000.00	\$ 23.92	\$ 600.14	\$ 399.86	60.01%
100-766-522400	General Supplies	\$ 500.00	\$ -	\$ 95.26	\$ 404.74	19.05%
100-766-529000	Equipment	\$ 1,000.00	\$ -	\$ 426.49	\$ 573.51	42.65%
100-766-556100	Gasoline/diesel Fuel	\$ 4,000.00	\$ -	\$ 4,943.47	\$ (943.47)	123.59%
	Supplies & Materials	\$ 7,000.00	\$ 23.92	\$ 6,080.36	\$ 919.64	86.86%
100-766-518100	Liability Insurance Premiums	\$ 3,800.00	\$ -	\$ 4,217.09	\$ (417.09)	110.98%
100-766-534000	Automotive Expense	\$ 3,000.00	\$ 53.51	\$ 4,126.35	\$ (1,126.35)	137.55%
100-766-534200	Building & Grounds Repair	\$ 134,000.00	\$ -	\$ 70,035.50	\$ 63,964.50	52.27%
100-766-536100	Property Cleanup Fees	\$ 150,000.00	\$ 6,527.50	\$ 83,785.63	\$ 66,214.37	55.86%
100-766-555000	Radio Expense	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-766-569000	Other Contractual Service	\$ -	\$ -	\$ 1,589.84	\$ (1,589.84)	0.00%
	Contractual Services	\$ 291,800.00	\$ 6,581.01	\$ 163,754.41	\$ 128,045.59	56.12%
100-766-587001	Lease/Purchase Equipment	\$ 1,000.00	\$ 1,018.92	\$ 1,018.92	\$ (18.92)	101.89%
100-766-587100	Office Equipment & Furniture	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Capital Outlay	\$ 1,500.00	\$ 1,018.92	\$ 1,018.92	\$ 481.08	67.93%
100-766-551000	Printing And Publications	\$ 500.00	\$ -	\$ 26.95	\$ 473.05	5.39%
100-766-590600	Bank/Credit Card Fees	\$ 5,000.00	\$ 366.04	\$ 6,035.21	\$ (1,035.21)	120.70%
100-766-593300	Lien Filing & Release Fees	\$ 5,000.00	\$ 616.20	\$ 7,299.60	\$ (2,299.60)	145.99%
	Other Expenditures	\$ 10,500.00	\$ 982.24	\$ 13,361.76	\$ (2,861.76)	127.25%
766	Code Enforcem	\$ (483,854.00)	\$ (22,005.68)	\$ (354,042.72)	\$ (129,811.28)	73.17%
100-793-427000	Plan Review Services	\$ 1,000.00	\$ -	\$ 1,100.00	\$ (100.00)	110.00%
100-793-451400	Electrical Inspection Fee	\$ 4,000.00	\$ -	\$ 2,930.00	\$ 1,070.00	73.25%
	Fees/Charges For Service	\$ 5,000.00	\$ -	\$ 4,030.00	\$ 970.00	80.60%
100-793-420500	Hvac License	\$ 8,000.00	\$ 300.00	\$ 9,100.00	\$ (1,100.00)	113.75%
100-793-420800	Electrical Contractors License	\$ 10,000.00	\$ 500.00	\$ 11,050.00	\$ (1,050.00)	110.50%
100-793-423000	Home Occupation License	\$ 1,300.00	\$ -	\$ 1,105.00	\$ 195.00	85.00%
100-793-425500	Hvac Permit	\$ 14,000.00	\$ 1,115.00	\$ 14,948.00	\$ (948.00)	106.77%
100-793-425700	Special Use Permit	\$ 5,000.00	\$ 255.00	\$ 4,700.00	\$ 300.00	94.00%
100-793-425800	Application Fee	\$ 1,000.00	\$ 200.00	\$ 645.00	\$ 355.00	64.50%
100-793-426000	Electrical Permits	\$ 17,500.00	\$ 1,962.00	\$ 22,709.00	\$ (5,209.00)	129.77%
100-793-426100	Enterprise Zone Fee	\$ 5,000.00	\$ -	\$ 100.00	\$ 4,900.00	2.00%
100-793-426400	Building And Rezoning Permit	\$ 150,000.00	\$ 4,792.00	\$ 147,253.00	\$ 2,747.00	98.17%
100-793-451200	Plumbing Permits	\$ 30,000.00	\$ 1,242.00	\$ 20,422.00	\$ 9,578.00	68.07%
	Licenses And Permits	\$ 241,800.00	\$ 10,366.00	\$ 232,032.00	\$ 9,768.00	95.96%
100-793-490500	Lien File & Release Fees	\$ -	\$ -	\$ 43.30	\$ (43.30)	0.00%
100-793-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ 25.00	\$ (25.00)	0.00%
100-793-499802	Cash Over/short	\$ -	\$ -	\$ 0.30	\$ (0.30)	0.00%
	Other Revenue	\$ -	\$ -	\$ 68.60	\$ (68.60)	0.00%
100-793-511600	Salary: All Personnel	\$ 248,870.00	\$ 16,107.31	\$ 147,636.74	\$ 101,233.26	59.32%
100-793-515000	Overtime	\$ -	\$ 125.33	\$ 927.41	\$ (927.41)	0.00%
100-793-515500	Vacation Pay	\$ 34,327.00	\$ 150.39	\$ 2,957.67	\$ 31,369.33	8.62%
100-793-515600	Holiday Pay	\$ 11,442.00	\$ -	\$ 6,161.08	\$ 5,280.92	53.85%
100-793-515800	Sick Pay	\$ 2,861.00	\$ -	\$ 1,370.22	\$ 1,490.78	47.89%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-793-517000	Oasdi/city Share 6.2%	\$ 18,445.00	\$ 981.06	\$ 9,539.71	\$ 8,905.29	51.72%
100-793-517001	Medicare/city Share 1.45%	\$ 4,314.00	\$ 229.44	\$ 2,231.15	\$ 2,082.85	51.72%
100-793-517401	IMRF	\$ 21,420.00	\$ 1,068.17	\$ 10,972.97	\$ 10,447.03	51.23%
100-793-518000	Group Insurance	\$ 98,600.00	\$ 4,405.02	\$ 36,232.74	\$ 62,367.26	36.75%
100-793-518300	Workers Comp Insurance	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
100-793-554300	Uniforms And Tools	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Personnel	\$ 446,279.00	\$ 23,066.72	\$ 218,029.69	\$ 228,249.31	48.86%
100-793-519000	Training And Education	\$ 2,000.00	\$ 240.00	\$ 1,121.13	\$ 878.87	56.06%
	Training & Education	\$ 2,000.00	\$ 240.00	\$ 1,121.13	\$ 878.87	56.06%
100-793-520200	Office Supplies	\$ 1,500.00	\$ -	\$ 493.90	\$ 1,006.10	32.93%
100-793-520400	Postage	\$ 1,500.00	\$ 54.33	\$ 682.76	\$ 817.24	45.52%
100-793-522400	General Supplies	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-793-556100	Gasoline/diesel Fuel	\$ 5,500.00	\$ 139.65	\$ 304.15	\$ 5,195.85	5.53%
100-793-599802	Computer Hardware	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Supplies & Materials	\$ 12,000.00	\$ 193.98	\$ 1,480.81	\$ 10,519.19	12.34%
100-793-518100	Liability Insurance Premiums	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	0.00%
100-793-534000	Automotive Expense	\$ 5,000.00	\$ -	\$ 206.50	\$ 4,793.50	4.13%
100-793-536100	Property Cleanup Fees	\$ -	\$ -	\$ 5,447.50	\$ (5,447.50)	0.00%
100-793-551600	Dues And Subscriptions	\$ 1,000.00	\$ 160.00	\$ 160.00	\$ 840.00	16.00%
100-793-569000	Other Contractual Service	\$ 53,040.00	\$ -	\$ 47,377.00	\$ 5,663.00	89.32%
100-793-599801	Computer Software	\$ 7,500.00	\$ -	\$ 10,000.00	\$ (2,500.00)	133.33%
	Contractual Services	\$ 70,040.00	\$ 160.00	\$ 63,191.00	\$ 6,849.00	90.22%
100-793-587100	Office Equipment & Furniture	\$ 2,000.00	\$ 405.63	\$ 565.62	\$ 1,434.38	28.28%
100-793-587500	Vehicles	\$ 84,000.00	\$ -	\$ -	\$ 84,000.00	0.00%
	Capital Outlay	\$ 86,000.00	\$ 405.63	\$ 565.62	\$ 85,434.38	0.66%
100-793-551000	Printing And Publications	\$ 2,000.00	\$ 26.00	\$ 1,524.44	\$ 475.56	76.22%
100-793-593300	Lien Filing Fee	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	0.00%
	Other Expenditures	\$ 3,200.00	\$ 26.00	\$ 1,524.44	\$ 1,675.56	47.64%
793	Inspections	\$ (372,719.00)	\$ (13,726.33)	\$ (49,782.09)	\$ (322,936.91)	13.36%
100-990-410100	Real Estate Tax	\$ 4,730,608.00	\$ -	\$ 4,729,203.31	\$ 1,404.69	99.97%
100-990-410900	Use Tax	\$ 1,560,000.00	\$ 131,566.46	\$ 1,133,319.41	\$ 426,680.59	72.65%
100-990-411000	Municipal Sales Tax	\$ 6,500,000.00	\$ 641,300.99	\$ 6,214,925.66	\$ 285,074.34	95.61%
100-990-411004	Home Rule Sales Tax	\$ 7,500,000.00	\$ 698,890.33	\$ 6,877,229.37	\$ 622,770.63	91.70%
100-990-411005	Local Cannabis Sales Tax	\$ 175,000.00	\$ 18,484.54	\$ 167,092.51	\$ 7,907.49	95.48%
100-990-412000	Replacement P/p Tax - State	\$ 4,100,000.00	\$ 218,299.23	\$ 2,704,841.31	\$ 1,395,158.69	65.97%
100-990-412200	Pull Tab/jar Game Tax	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
100-990-412300	Video Gaming Tax	\$ 650,000.00	\$ 70,401.14	\$ 662,855.91	\$ (12,855.91)	101.98%
100-990-413000	Illinois Income Tax	\$ 5,200,000.00	\$ 311,250.18	\$ 4,703,419.13	\$ 496,580.87	90.45%
100-990-414100	Food & Beverage Tax	\$ 1,550,000.00	\$ 39,868.95	\$ 1,376,906.96	\$ 173,093.04	88.83%
100-990-414200	Packaged Liquor Tax	\$ 200,000.00	\$ 72.11	\$ 180,289.00	\$ 19,711.00	90.14%
100-990-455002	Municipal Telecommunicatns	\$ 312,000.00	\$ 26,456.50	\$ 286,633.04	\$ 25,366.96	91.87%
100-990-496200	PPRT Tax Clearing Acct	\$ 547,730.00	\$ -	\$ 151,141.19	\$ 396,588.81	27.59%
	Taxes	\$ 33,027,838.00	\$ 2,156,590.43	\$ 29,187,856.80	\$ 3,839,981.20	88.37%
100-990-442500	Federal Grants	\$ -	\$ -	\$ 8,866,880.41	\$ (8,866,880.41)	0.00%
	Intergovernmental	\$ -	\$ -	\$ 8,866,880.41	\$ (8,866,880.41)	0.00%
100-990-455001	Ameren Franchise	\$ 335,600.00	\$ 27,966.66	\$ 307,633.33	\$ 27,966.67	91.67%
100-990-455003	Franchise Fee - Cable Tv	\$ 450,000.00	\$ -	\$ 277,207.77	\$ 172,792.23	61.60%
100-990-455004	Good Energy Revenue	\$ -	\$ -	\$ 4,924.99	\$ (4,924.99)	0.00%
100-990-458000	TC3 Service Fee	\$ 15,000.00	\$ -	\$ 12,500.00	\$ 2,500.00	83.33%
	Fees/Charges For Service	\$ 800,600.00	\$ 27,966.66	\$ 602,266.09	\$ 198,333.91	75.23%
100-990-463500	Late Payment Penalty	\$ 25,000.00	\$ 1,868.88	\$ 7,982.86	\$ 17,017.14	31.93%
100-990-463600	Interest Charge	\$ 5,000.00	\$ 280.87	\$ 1,600.75	\$ 3,399.25	32.02%
	Fines And Forfeitures	\$ 30,000.00	\$ 2,149.75	\$ 9,583.61	\$ 20,416.39	31.95%



General Ledger

General Fund Revenue vs Expense Detail

Period 11 - 11

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-490100	Interest Earnings	\$ 350,000.00	\$ 91,448.00	\$ 773,965.44	\$ (423,965.44)	221.13%
	Investment Earnings	\$ 350,000.00	\$ 91,448.00	\$ 773,965.44	\$ (423,965.44)	221.13%
100-990-454500	Other Contractual Revenue	\$ 10,000.00	\$ 6,586.79	\$ 58,397.26	\$ (48,397.26)	583.97%
100-990-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ 75.00	\$ (75.00)	0.00%
100-990-499800	Miscellaneous Receipts	\$ -	\$ -	\$ 2,189.33	\$ (2,189.33)	0.00%
	Other Revenue	\$ 10,000.00	\$ 6,586.79	\$ 60,661.59	\$ (50,661.59)	606.62%
100-990-440924	Transfer From Llibrary	\$ 15,000.00	\$ -	\$ 11,250.00	\$ 3,750.00	75.00%
	Transfers From Other Funds	\$ 15,000.00	\$ -	\$ 11,250.00	\$ 3,750.00	75.00%
100-990-520200	Office Supplies	\$ -	\$ -	\$ 291.34	\$ (291.34)	0.00%
100-990-520400	Postage	\$ -	\$ (961.02)	\$ (2,940.05)	\$ 2,940.05	0.00%
	Supplies & Materials	\$ -	\$ (961.02)	\$ (2,648.71)	\$ 2,648.71	0.00%
100-990-524000	Lease/rental Of Equipment	\$ 2,200.00	\$ 135.56	\$ 1,826.99	\$ 373.01	83.05%
100-990-538000	Maintenance Agreements	\$ 7,500.00	\$ 1,488.06	\$ 6,521.64	\$ 978.36	86.96%
100-990-560100	Auditing Fees	\$ 45,000.00	\$ 4,000.00	\$ 46,212.90	\$ (1,212.90)	102.70%
100-990-565900	Citylink Contract	\$ 210,000.00	\$ -	\$ 105,000.00	\$ 105,000.00	50.00%
100-990-569000	Other Contractual Service	\$ 110,000.00	\$ 394.39	\$ 6,718.37	\$ 103,281.63	6.11%
100-990-590900	Police And Fire Commission	\$ 20,000.00	\$ 11,546.94	\$ 25,181.44	\$ (5,181.44)	125.91%
	Contractual Services	\$ 394,700.00	\$ 17,564.95	\$ 191,461.34	\$ 203,238.66	48.51%
100-990-551000	Printing And Publications	\$ -	\$ 511.96	\$ 1,268.96	\$ (1,268.96)	0.00%
100-990-590600	Bank Charges	\$ 1,500.00	\$ 150.00	\$ 1,238.00	\$ 262.00	82.53%
100-990-599000	Miscellaneous	\$ -	\$ 6,460.79	\$ 6,826.53	\$ (6,826.53)	0.00%
100-990-599999	Contingency	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
	Other Expenditures	\$ 51,500.00	\$ 7,122.75	\$ 9,333.49	\$ 42,166.51	18.12%
100-990-590400	Interest Paid	\$ 37,776.00	\$ 2,690.50	\$ 31,852.00	\$ 5,924.00	84.32%
100-990-591400	Loan payments	\$ 344,477.00	\$ 6,703.53	\$ 71,482.33	\$ 272,994.67	20.75%
	Debt Service	\$ 382,253.00	\$ 9,394.03	\$ 103,334.33	\$ 278,918.67	27.03%
100-990-520445	Transfer To Capital Projects	\$ 5,555,136.00	\$ -	\$ -	\$ 5,555,136.00	0.00%
100-990-520941	Transfer To Police Pension	\$ 1,828,630.00	\$ -	\$ 1,595,613.70	\$ 233,016.30	87.26%
100-990-520944	Transfer To Fire Pension	\$ 3,588,167.00	\$ -	\$ 3,226,512.66	\$ 361,654.34	89.92%
	Transfers To Other Funds	\$ 10,971,933.00	\$ -	\$ 4,822,126.36	\$ 6,149,806.64	43.95%
990	General Operations	\$ 22,433,052.00	\$ 2,251,620.92	\$ 34,388,857.13	\$ (11,955,805.13)	153.30%
100	General Fund	\$ (3,140,343.00)	\$ 380,935.88	\$ 12,198,550.01	\$ (15,338,893.01)	-388.45%
Revenue Total		\$ 37,152,447.00	\$ 2,534,640.11	\$ 42,251,896.17	\$ (5,099,449.17)	11372.57%
Expense Total		\$ 40,292,790.00	\$ 2,153,704.23	\$ 30,053,346.16	\$ 10,239,443.84	7458.74%
Grand Total		\$ (3,140,343.00)	\$ 380,935.88	\$ 12,198,550.01	\$ (15,338,893.01)	-388.45%

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 22, 2024
To: Members of the City Council
From: Josie Esker, City Engineer

AGENDA ITEM: Receive & File Illinois Department of Transportation Review #73 Motor Fuel Tax Funds January 1, 2023 - December 31, 2023

DESCRIPTION:**FINANCIAL IMPACT:**

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:
 Notes:

REVIEWED BY:

Josie Esker, City Engineer
 Roy L. Beckham, Assistant Finance Director
 Robert Grogan, Finance Consultant
 John Dossey, City Manager
 Sue McMillan, City Clerk

Approved - 4/18/2024
 New -



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

April 12, 2024

Sue McMillan, City Clerk
City of Pekin
111 South Capitol Street
Pekin, IL 61554-0000

Dear Ms. McMillan,

Enclosed is a copy of "Documentation" Review #73 covering the receipt and disbursement of Motor Fuel Tax funds by the City for the period beginning January 1, 2023, and ending December 31, 2023.

PLEASE REFER TO THE REVIEWER'S COMMENTS PAGE FOR SPECIFIC COMMENTS IN REGARD TO THIS DOCUMENTATION REVIEW.

This report should be presented to the City Council the first regular meeting after the receipt of this letter and then filed as a permanent record in your office.

This report is a compliance review conducted by Local Roads and Streets. An audit will be performed at a later date by an auditor from the Bureau of Investigations and Compliance.

If you have any questions, please contact IDOT District 4 Local Roads and Streets Field Engineer, Michael Hudelson, at (309) 671-3696.

Sincerely,

Kensil A. Garnett

Kensil A. Garnett, P.E.
Region Three Engineer

MH/tsj

Attachment(s)

cc: File

Agency: CITY OF Pekin	
Documentation Review for: ☒ Motor Fuel Tax ☐ Township Bridge ☐ Special Assessment ☐ G.O. Bond Issue ☐ MFT Fund Bond Issue	Documentation Review Year(s): 2023
	Documentation Review Number: 73
	Date: January 30, 2024



CITY OF Pekin

Documentation Review No. 73

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the City of Pekin for the period beginning Jan. 1, 2023 and ending Dec. 31, 2023, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the documentation review findings.

We further certify that we have verified entries in the claim registers with the original claims and cancelled warrants, that we have examined and checked the records of the City Clerk and City Treasurer and have compared the expenditures listed in the warrant registers of those offices and if necessary against the minutes of the City Council maintained by the City Clerk and have found them to be in accordance therewith exceptions noted in the documentation review findings.

Reviewer

Date:

03-13-2024

REVIEWED AND APPROVED BY

District Local Roads and Streets Engineer



CITY OF Pekin

Documentation Report No. 73

Audit Period: Jan. 1, 2023 to Dec. 31, 2023

Purpose of Documentation Review: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2023

The other receipts to the Motor Fuel Tax Fund were \$238,961.37 received as follows:

Interest 2023	238,174.25
Reimbursement	787.12

Total received: \$238,961.37

The 22GM Maintenance Expenditure Statement was on file at time of review.

SIGNED J. Baugh



Fund Balance and Bank Reconciliation

CITY OF Pekin

Documentation Review Report No. 73

Documentation Review Period Jan. 1, 2023 - Dec. 31, 2023

Date: January 30, 2024

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants		
Balance Previous Documentation Review	4,375,164.57	(379,843.07)	3,995,321.50			
Allotments	1,369,559.42	0.00	1,369,559.42			
Total MFT Funds	5,744,723.99	(379,843.07)	5,364,880.92			
Approved Authorizations	(979,752.00)	979,752.00	0.00			
Other Receipts		238,961.37	238,961.37			
Total	4,764,971.99	838,870.30	5,603,842.29			
Disbursements		311,596.56	311,596.56			
Surplus (Credits)	196,233.26	(196,233.26)	0.00			
Unexpended Balance	4,961,205.25	331,040.48	5,292,245.73			
Bank Reconciliation						
Balance in Fund per Bank Certificate Dec. 31, 2023			4,562,584.69			
Deduct Outstanding Warrants						
Add Outstanding investments			729,661.04			
Additions						
Subtraction's						
Net Balance in Account Dec. 31, 2023			5,292,245.73			

Certified Correct

D. Bayle

Reviewer



CITY OF Pekin

Documentation Review Report No. 73

REMARKS: _____

CITY OF Pekin

Documentation Review Period: January 1, 2023 - December 31, 2023

Documentation Review Report No. 73

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements	
MAINTENANCE					0.00			0.00		0.00	
21-00000-00-GM	(9,374.79)				(9,374.79)			(9,374.79)	1,811,694.38	1,811,694.38	auth 2024
22-00000-00-GM	246,995.17				246,995.17	100,168.54	145,683.19	1,143.44	352,884.83	453,053.37	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
CONSTRUCTION					0.00			0.00		0.00	
14-00190-00-SP	(49,403.40)				(49,403.40)			(49,403.40)	49,403.40	49,403.40	auth 2024
ENG	(3,505.99)				(3,505.99)			(3,505.99)	35,059.95	35,059.95	auth 2024
18-00188-00-RP					0.00			0.00		0.00	
ENG	30,651.82				30,651.82			30,651.82	546,796.66	546,796.66	
19-00194-00-RS	(688,553.76)	962,000.00			273,446.24			273,446.24	688,553.76	688,553.76	
ENG					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
ENG INV					0.00			0.00		0.00	
14-00188-00-EG	43,584.93				43,584.93			43,584.93	325,605.31	325,605.31	
23-00201-00-ES		17,752.00			17,752.00			17,752.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
					0.00			0.00		0.00	
INTEREST					0.00			0.00		0.00	
2022	50,550.07				50,550.07		50,550.07	0.00		0.00	
2023				238,174.25	238,174.25			238,174.25		0.00	
ERRONEOUS	(787.12)			787.12	0.00	211,428.02		(211,428.02)		211,428.02	nd reimb
TOTALS	(379,843.07)	979,752.00	0.00	238,961.37	838,870.30	311,596.56	196,233.26	331,040.48	3,809,998.29	4,121,594.85	



RETURN SERVICE REQUESTED

CITY OF PEKIN
MOTOR FUEL TAX
111 S CAPITOL ST STE 200
PEKIN IL 61554-4199

Statement Ending 12/29/2023

CITY OF PEKIN

Page 1 of 2

Customer Number: XXXXXXXX3658

At Your Service

Local Office Pekin Community Bank
Local Phone (309) 347-5101
Local Address 601 Court St
Pekin IL 61554
Customer Service (888) 418-5585
Online Banking hometownbanks.com

Summary of Accounts

Account Type	Account Number	Ending Balance
SNOW PUBLIC FNDS	XXXXXXXX3658	\$4,562,584.69

SNOW PUBLIC FNDS - XXXXXXXX3658

Account Summary

Date	Description	Amount
12/01/2023	Beginning Balance	\$4,562,308.12
	1 Credit(s) This Period	\$19,670.21
	4 Debit(s) This Period	\$19,393.64
12/29/2023	Ending Balance	\$4,562,584.69

Interest Summary

Description	Amount
Interest Earned From 12/01/2023 Through 12/29/2023	
Annual Percentage Yield Earned	5.58%
Interest Days	29
Interest Earned	\$19,670.21
Interest Paid This Period	\$19,670.21
Interest Paid Year-to-Date	\$226,636.25

Other Credits

Date	Description	Amount
12/29/2023	INTEREST	\$19,670.21

Other Debits

Date	Description	Amount
12/04/2023	MFT to CM for AP 12.01.2023	\$11,654.85
12/08/2023	MFT to CM for AP 12.08.2023	\$1,608.70
12/15/2023	MFT to CM for AP 12.15.2023	\$6,069.51
12/22/2023	MFT to CM for AP 12.18.23	\$60.58

Daily Balances

Date	Amount	Date	Amount	Date	Amount
12/04/2023	\$4,550,653.27	12/15/2023	\$4,542,975.06	12/29/2023	\$4,562,584.69
12/08/2023	\$4,549,044.57	12/22/2023	\$4,542,914.48		



The ILLINOIS Funds

JAN 16 2024

Investor Statement

Page 1 of 2

for the period of: December 1, 2023 - December 31, 2023



Investor Services: (800) 947-8479

Internet: www.illinoisfunds.com



CITY OF PEKIN
MOTOR FUEL
111 S CAPITOL ST STE 200
PEKIN IL 61554-4199

001895

Portfolio at-a-Glance

Portfolio Value Beginning 12/01/2023	\$594,789.11
+ Purchases	\$131,591.64
- Withdrawals	\$0.00
Portfolio Value Ending 12/31/2023	\$729,661.04

Portfolio Summary

Account Number	7139119734	Fund Name	Shares	Share Price	Market Value on 12/31/2023	% of Account Holdings
CITY OF PEKIN MOTOR FUEL		Illinois LGIP	729,661.040	\$1.00	\$729,661.04	100.0%

Account Transactions

Account Number	7139119734	Trade Date	Transaction Description	Dollar Amount	Share Price	Shares this Transaction	Total Shares Owned
Illinois LGIP/5000			Beginning Balance as of 12/01/2023	\$594,789.11	\$1.00		594,789.110
		12/05/23	SHARES PURCHASED - WIRE	\$63,687.48	\$1.00	63,687.480	658,476.590
CITY OF PEKIN		12/06/23	SHARES PURCHASED - WIRE	\$67,904.16	\$1.00	67,904.160	726,380.750
MOTOR FUEL		12/29/23	INCOME REINVEST	\$3,280.29	\$1.00	3,280.290	729,661.040
			Ending Balance as of 12/31/2023	\$729,661.04	\$1.00		729,661.040
Distributions:		Dividends	Cap Gains				
		REINVEST	REINVEST				



Agency Name : Pekin

County : Tazewell

Agency Type : Municipality

District : 4

Beginning Unobligated Balance as of 12/31/2022	\$4,375,164.57	Average MFT Allotment	\$60,285.07		
Unobligated Balance as of 12/30/2023	\$4,961,205.25	Average TRF Allotment	\$53,844.89		
Total MFT and TRF Allotment	\$1,369,559.42	Total Authorizations	\$979,752.00	Paid to State Debits	\$0.00
Total Supplemental Allotments	\$0.00	Total Credits	\$196,233.26	Paid to State Credits	\$0.00

Date	Transaction Type	Category	Section No.	Memo	Amount	Balance	Section Status
12/31/2022	MFT Transportation Renewal Fund				\$50,938.26	\$4,426,102.83	
12/31/2022	Motor Fuel Tax Fund				\$72,909.16	\$4,499,011.99	
1/31/2023	MFT Transportation Renewal Fund				\$46,343.18	\$4,545,355.17	
1/31/2023	Motor Fuel Tax Fund				\$52,943.12	\$4,598,298.29	
2/28/2023	MFT Transportation Renewal Fund				\$51,427.00	\$4,649,725.29	
2/28/2023	Motor Fuel Tax Fund				\$50,237.88	\$4,699,963.17	
3/31/2023	MFT Transportation Renewal Fund				\$47,414.43	\$4,747,377.60	
3/31/2023	Motor Fuel Tax Fund				\$51,273.10	\$4,798,650.70	
4/30/2023	MFT Transportation Renewal Fund				\$52,962.25	\$4,851,612.95	
4/30/2023	Motor Fuel Tax Fund				\$59,771.78	\$4,911,384.73	
5/5/2023	RBI Authorization	Contract Construct	19-00194-00-RS	per Contract Award	\$962,000.00	\$3,949,384.73	O
5/31/2023	MFT Transportation Renewal Fund				\$53,550.62	\$4,002,935.35	
5/31/2023	Motor Fuel Tax Fund				\$61,048.94	\$4,063,984.29	
6/30/2023	MFT Transportation Renewal Fund				\$55,625.61	\$4,119,609.90	
6/30/2023	Motor Fuel Tax Fund				\$63,400.84	\$4,183,010.74	
7/31/2023	MFT Transportation Renewal Fund				\$51,010.79	\$4,234,021.53	
7/31/2023	Motor Fuel Tax Fund				\$62,228.62	\$4,296,250.15	
8/31/2023	MFT Transportation Renewal Fund				\$58,402.82	\$4,354,652.97	
8/31/2023	Motor Fuel Tax Fund				\$59,482.98	\$4,414,135.95	
9/30/2023	MFT Transportation Renewal Fund				\$60,325.95	\$4,474,461.90	
9/30/2023	Motor Fuel Tax Fund				\$64,581.04	\$4,539,042.94	
10/3/2023	Credit	Interest		2022 per review	\$50,550.07	\$4,589,593.01	
10/31/2023	MFT Transportation Renewal Fund				\$54,450.25	\$4,644,043.26	

Transactions with an Asterisk indicate an unprocessed transaction at the time report was requested.

Filter Criteria: District=4,County=Tazewell,Agency=All,AgencyType=Municipality,FromDate=12/31/2022,ToDate=12/30/2023,TransactionType=ALL,Category=All

3/6/2024 6:51:03 AM

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Agency Name : Pekin		County : Tazewell		Agency Type : Municipality		District : 4	
Beginning Unobligated Balance as of 12/31/2022		\$4,375,164.57		Average MFT Allotment		\$60,285.07	
Unobligated Balance as of 12/30/2023		\$4,961,205.25		Average TRF Allotment		\$53,844.89	
Total MFT and TRF Allotment		\$1,369,559.42		Total Authorizations		\$979,752.00	
Total Supplemental Allotments		\$0.00		Total Credits		\$196,233.26	
				Paid to State Debits		\$0.00	
				Paid to State Credits		\$0.00	
Date	Transaction Type	Category	Section No.	Memo	Amount	Balance	Section Status
10/31/2023	Motor Fuel Tax Fund				\$57,639.16	\$4,701,682.42	
11/30/2023	MFT Transportation Renewal Fund				\$63,687.48	\$4,765,369.90	
11/30/2023	Motor Fuel Tax Fund				\$67,904.16	\$4,833,274.06	
12/8/2023	Credit	Maintenance	22-00000-00-GM	per mes	\$145,683.19	\$4,978,957.25	C
12/21/2023	Authorization	Engineering	23-00201-00-ES	Per Request	\$17,752.00	\$4,961,205.25	O

Transactions with an Asterisk indicate an unprocessed transaction at the time report was requested.

Filter Criteria: District=4,County=Tazewell,Agency=All,AgencyType=Municipality,FromDate=12/31/2022,ToDate=12/30/2023,TransactionType=ALL,Category=All

3/6/2024 6:51:03 AM

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Payments & Transfers

Create A Transfer

✔ Your transfer has been created successfully. Your reference number is 118531447.

Template

Open transfer

From Account

Cash Management 193429 193429

To Account

Motor Fuel Tax 193658 193658

Date

Mar 08, 2024

Amount

\$211,428.02

Description

CM to MFT for Ineligible Expenses per CY2023 Audit Review 2.28.2024



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

February 28, 2024

Sue McMilan
Pekin City Clerk

Municipal – Motor Fuel Tax (MFT)
City of Pekin
Documentation Review #73

Dear Ms. McMilan:

A Documentation Review was performed of the MFT Account for the City of Pekin. In the course of the review, the following was noted:

- Expenditures made in 2023 were made prior to approval of a resolution by the Department of Transportation and for ineligible items in the amount of \$211,428.02.

Please reimburse the MFT Account in the amount of \$211,428.02 and send proof of reimbursement in the form of a cancelled check, transfer or bank statement, etc., to this office within sixty (60) days.

If you have any questions, please contact IDOT District 4 Local Road and Streets Field Engineer, Michael Hudelson, at (309) 671-3696.

Sincerely,

Kensil A. Garnett

Kensil A. Garnett, P.E.
Region Three Engineer

MH/tsj

cc: Roy Beckham, City of Pekin Finance Department
File



REQUEST FOR COUNCIL ACTION

Agenda Date: April 22, 2024
To: Members of the City Council
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4181-23/24 A variance request submitted by Andrew Mickle for the property located at 200 Cottage Grove Avenue to reduce the minimum setbacks for an accessory structure. (Case V 2024-05)

DESCRIPTION: Case V 2024-05

A variance request submitted by Andrew Mickle for the property located at 200 Cottage Grove Avenue to reduce the minimum setbacks for an accessory structure. Said property is zoned R-4 One Family Residential with a legal description, SEC 1 T24N R5W GIFFIN QUARELLO ADDITION #2 LOT 1 W 1/2 SE 1/4, with the following PIN 04-10-01-401-011, in Tazewell County, Illinois.

SUMMARY

The petitioner, Andrew Mickle who resides at 200 Cottage Grove Avenue, is requesting a variance to install a small accessory structure in the form of a shed on the property. The property located at 200 Cottage Grove Avenue is a corner lot and does not have a location to install a shed and still meet the city code requirement that requires all accessory structures be placed a minimum of 10 feet from the primary structure. Therefore, the petitioner is requesting that a variance be granted to allow for an accessory structure to be placed within 4 feet from the primary structure. This request would change the minimum required separation from 10 feet to 4 feet which is 6 feet closer than the code currently allows.

STAFF NOTES

- The property is Zoned R-4 and will allow for an accessory structure to be placed no closer than 3ft to the side and rear property lines.
- Staff will ensure that all other work is in compliance with all zoning and building codes.
- The Zoning Board of Appeals has recommended Approval

FINANCIAL IMPACT:

REVIEWED BY:

Nic Maquet, Chief Building Official
 Katherine Swise, City Attorney
 John Dossey, City Manager
 Sue McMillan, City Clerk

Approved - 4/19/2024
 Approved - 4/19/2024
 Approved - 4/19/2024
 New -

Ordinance No. 4181-23/24 A variance request submitted by Andrew Mickle for the property located at 200 Cottage Grove Avenue to reduce the minimum setbacks for an accessory structure. (Case V 2024-05)

WHEREAS, Andrew and Melissa Mickle ("Petitioner") are the owners of the property located at 200 Cottage Grove Avenue in the City of Pekin (the "Property"); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-8-3(4) of the City Zoning Code to waive the requirement that an accessory building be at least ten (10) feet from the primary structure; and

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

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

Section 2. The variance requested by Petitioner to waive the requirement of section 4-3-8-3(4) of the Pekin City Code, as set forth in the Application for Residential Variance attached hereto as **Exhibit A**, 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.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

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>04-10-31-401-011</u>
	Current Zoning (if known): <u>R-4</u>
	Proposed Zoning (if rezoning request): <u>—</u>
	Current Use: <u>Single Family Residence</u>
	Proposed Use (if different): <u>—</u>

Property Owner Name:	Andrew Mickle
Mailing Address:	200 Cottage Grove Ave
Phone:	309-857-4516
Alternative Phone:	Wife - Melissa - 309-210-8375
E-Mail Address:	darkshogun10@aol.com

Applicant Name (if different):	Same as above
Mailing Address:	
Phone:	
Alternative Phone:	
E-Mail Address:	



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

Please summarize your request and explain why it is necessary:

My wife and I had a slab of concrete poured a few years ago. Now we can afford a shed, we only now know that it has to be 10 feet away from the house. With the shed's dimensions, that would put the shed inside of a tree and/or on my neighbors property, I would like to put my shed here, as there is no other place to put it since it is a corner lot.

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.

Andrew Smith

Owner Signature

3/15/24

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.

Andrew Smith

Applicant Signature

3/15/24

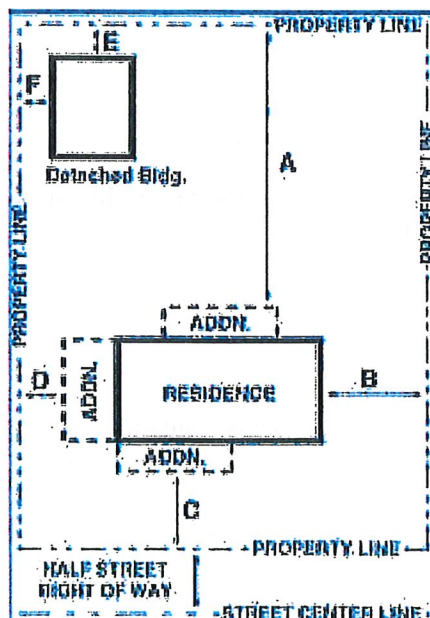
Date



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

The following attachments are required for consideration of your request:

- I. **Site Plan:** An electronic copy (preferred) or two physical copies of a site plan for the proposal showing:
1. A scale of not less than one inch equals fifty feet ($1" = 50'$) if the subject property is less than three (3) acres and one inch equals one hundred feet ($1" = 100'$) if three (3) acres or more. Date, north point and scale.
 2. The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties. The location of all existing and proposed structures on the subject property and all structures within one hundred feet (100') of the subject property. The location of all existing and proposed drives and parking areas. The location and right-of-way widths of all abutting streets and alleys.
 3. Attachments such as landscape plan, photograph or renderings of existing and proposed site, building layouts or elevations, etc. are commended in order to provide accurate and sufficient information for review by the Development Review Committee and consideration by the Plan Commission.
 4. The names, addresses, and phone numbers of the architect, planner, designer, engineer or person responsible for the preparation of the site plan (commercial projects only).





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.

Putting shed at least 10 feet away from house.

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

We have a corner lot, a very small land, Not anywhere else we could put it.

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

No.

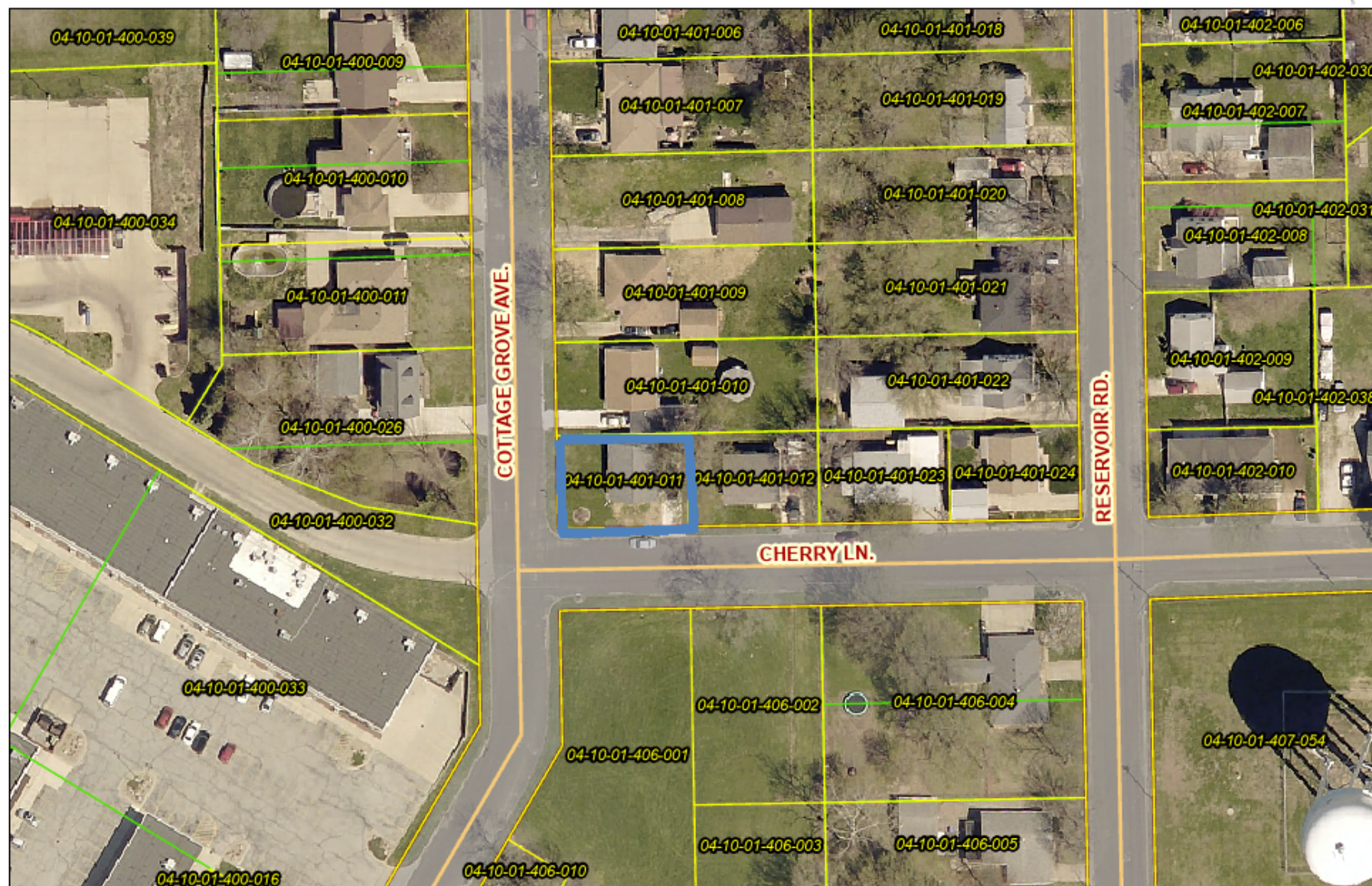
4. Will the variance be consistent with the purpose and intent of the Zoning Code and not alter the essential character of the locality?

Yes.

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

Yes.

Tazewell County GIS

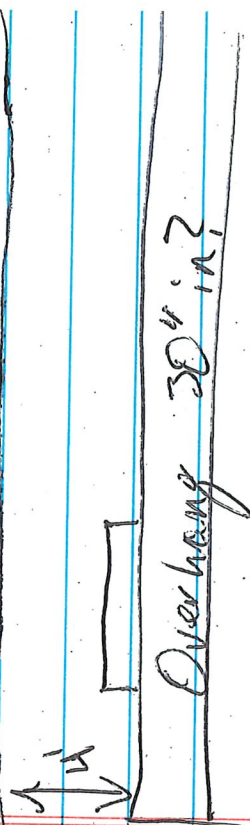
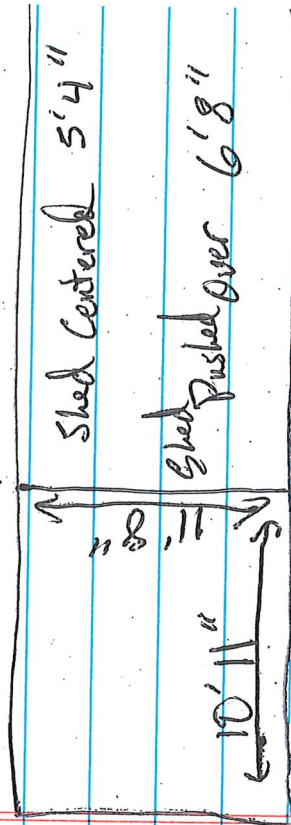
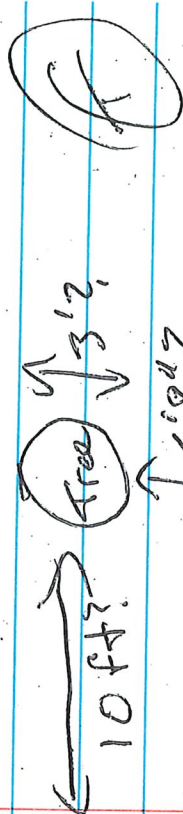


Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected 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.



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Property Line Unknown





REQUEST FOR COUNCIL ACTION

Agenda Date: April 22, 2024
To: Members of the City Council
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4182-23/24 A variance request submitted by Kanieca Williams for the property located at 800 State Street to allow for two driveways on one parcel. (Case V 2024-06)

DESCRIPTION: Case V 2024-06

A variance request was submitted by Kanieca Williams for the property located at 800 State Street to allow for two driveways on one parcel. Said property is zoned R-4 One Family Residential with a legal description, SEC 35 T25N R5W CAMPBELL DURLEY & NEWHALLS ADDN LOT 6 BLK 13 SW 1/4, with the following PIN 04-04-35-354-001, in Tazewell County, Illinois.

SUMMARY

The petitioner, Kanieca Williams who resides at 800 State Street, is requesting a variance to keep the existing non-compliant parking strip that exists on her property and is accessed from State Street. The property located at 800 State Street is a corner lot and has an existing curb cut/approach and parking strip on the State Street side of the property. The property also had an existing curb cut/approach and gravel driveway off of 8th Street that had provided egress and ingress to the property's detached garage. The garage was in a dilapidated state and was falling down, and the decision was made to demolish the existing garage and build a new garage and then install a new code-compliant driveway up to the garage. The city code does allow for a single family residential corner lot to have two driveways provided that they provide egress and ingress to a garage on such property. The parking strip off of state street does not provide egress or ingress to a garage. The petitioner believes that the hardship is that there is no ample parking due to the property being a corner lot, and they have a need for extra parking for family or for them. The petitioner had recently purchased the home and is currently in the process of making numerous updates to the property and one of the reasons they had purchased the property was due to the extra parking that had been provided on the property. The granting of the variance would allow for the parking strip to stay and allow them to construct the new driveway that provides egress and ingress from the garage.

STAFF NOTES

- The property is Zoned R-4 one family Residential
- The Building Department Staff does recommend that a variance be granted
- The Zoning Board of Appeals has recommended Approval

Ordinance No. 4182-23/24 A variance request submitted by Kanieca Williams for the property located at 800 State Street to allow for two driveways on one parcel. (Case V 2024-06)

WHEREAS, Kanieca Williams ("Petitioner") is the owner of the property located at 800 State Street in the City of Pekin (the "Property"); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-9-1(2)(c)(4) of the City Zoning Code to waive the requirement that each driveway cut on a corner lot provide ingress and egress to a garage on 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 requested variance; 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, THAT:

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

Section 2. The variance requested by Petitioner to waive the requirement of section 4-3-9-1(2)(c)(4) of the Pekin City Code, 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.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

ATTEST:

Mayor

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>800 State St Pekin, IL 61554</u>
	Current Zoning (if known): <u>R4</u>
	Proposed Zoning (if rezoning request): _____
	Current Use: <u>Single Family Home</u>
	Proposed Use (if different): _____

Property Owner Name:	<u>Kamieca Williams</u>
Mailing Address:	<u>800 State St Pekin, IL 61554</u>
Phone:	<u>309-279-9554</u>
Alternative Phone:	<u>217-697-6819</u>
E-Mail Address:	<u>kamieca04@gmail.com</u>

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

Please summarize your request and explain why it is necessary:

We are replacing the old garage because one side was leaning and the driveway was gravel and grass grew over it. We want the garage facing Eighth Street because it will be in the ~~the~~ almost same spot as the old garage and we will be able to park both our vehicles in the garage. We bought the house with the front driveway and old garage and believe we should have both driveways for family or for us to have additional parking.

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.

Karen Williams

Owner Signature

03-19-2024

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

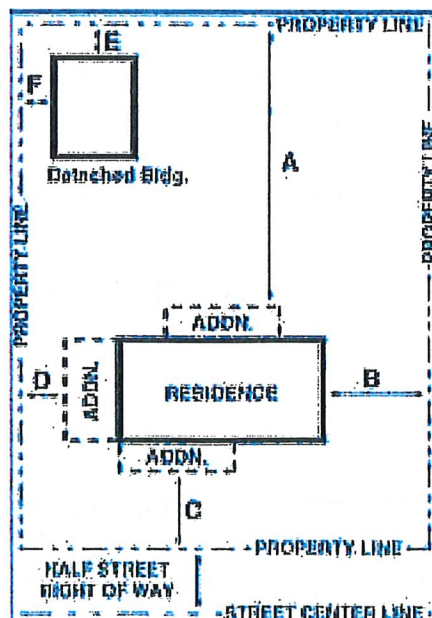
Date



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

The following attachments are required for consideration of your request:

- I. **Site Plan:** An electronic copy (preferred) or two physical copies of a site plan for the proposal showing:
1. A scale of not less than one inch equals fifty feet (1" = 50') if the subject property is less than three (3) acres and one inch equals one hundred feet (1" = 100') if three (3) acres or more. Date, north point and scale.
 2. The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties. The location of all existing and proposed structures on the subject property and all structures within one hundred feet (100') of the subject property. The location of all existing and proposed drives and parking areas. The location and right-of-way widths of all abutting streets and alleys.
 3. Attachments such as landscape plan, photograph or renderings of existing and proposed site, building layouts or elevations, etc. are commended in order to provide accurate and sufficient information for review by the Development Review Committee and consideration by the Plan Commission.
 4. The names, addresses, and phone numbers of the architect, planner, designer, engineer or person responsible for the preparation of the site plan (commercial projects only).





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.

This will allow us to have a garage to park in and protect our cars from storm damage. Concrete driveway will help us see any glass and nails on the driveway.

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

Yes, we bought the house with the "original" garage facing Eighth Street and should be allowed to help fix up the look of our property.

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

No.

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

yes, This will be of zone code and not negatively alter the property.

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

yes, the benefits of this garage and driveway is to have safe parking for me and my husbands. This will not negatively impact surrounding properties.

Tazewell County GIS

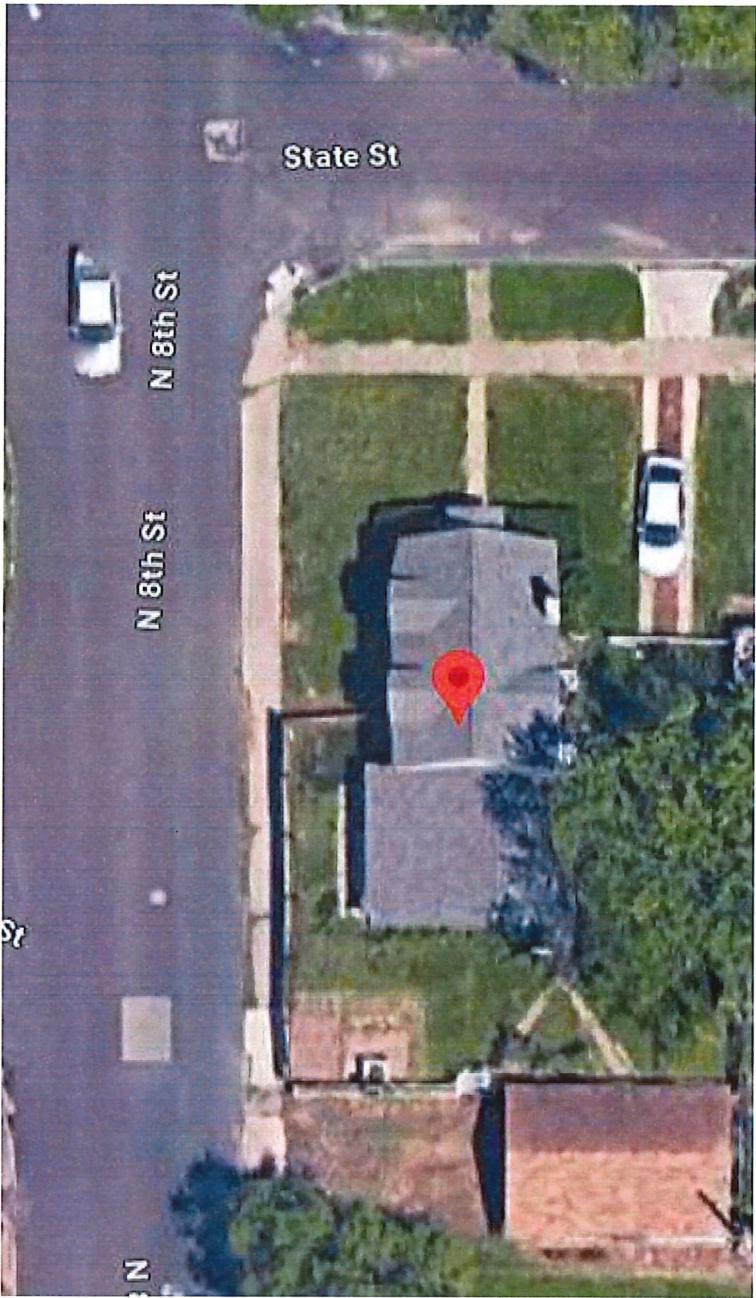


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REQUEST FOR COUNCIL ACTION

Agenda Date: April 22, 2024
To: Members of the City Council
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4183-23/24 A variance request submitted by Raymond E. Whitaker and Kimberly D. Whitaker for the property located at 1709 Gingoteague Way to reduce property line setbacks. (Case V 2024-07)

DESCRIPTION: Case V 2024-07

A variance request submitted by Raymond E. Whitaker and Kimberly D. Whitaker for the property located at 1709 Gingoteague Way to reduce property line setbacks. Said property is zoned R-1 One Family Residential with a legal description, SEC 11 T24N R5W GINGOTEAGUE SEC 3-FINAL PLAT LOT 43 SE 1/4, with the following PIN 10-10-11-413-018, in Tazewell County, Illinois.

SUMMARY

The property is currently Zoned R-1 One Family Residential. The property is a corner lot. The current building setbacks per city code section 4-3-7-1 for R-1 corner lots is 30 feet for the front, 10 feet for the side and 30 feet for the rear. City Staff have located the approved subdivision plat and discovered that the subdivision has front yard building setbacks set at 25 feet. Due to this being a corner lot, the two street facing portions of the property shall have a 25-foot front building setback from the property lines and the rear building set back shall be 30 feet from the southern property line that abuts 2001 Remington Rd. and shall also have a 10-foot side building setback from the property line that abuts 1705 Gingoteague Way. The Zoning Board of Appeals has recommended that a variance be granted that will reduce the rear building setback from 30 feet to 20 feet, which is 10 feet closer than currently allowed by the City Code.

STAFF NOTES

- The Zoning Board of Appeals has recommended that a variance be granted that will reduce the rear building setback from 30 feet to 20 feet which is 10 feet closer than currently allowed by City Code
- Staff does recommend approval of the variance
- The neighbor, Mr. Jeff Lugenbeal, who lives at 2001 Remington Rd. has filed an objection to the original variance request that was seeking a reduction of the rear building setback from 30 feet to 10 feet., and it is included in this packet. Mr Lugenbeal has been made aware of the Zoning Board's recommendation to allow a reduction of the rear building setback from 30 feet to 20 feet and staff have not received any other correspondence from him.

Ordinance No. 4183-23/24 A variance request submitted by Raymond E. Whitaker and Kimberly D. Whitaker for the property located at 1709 Gingoteague Way to reduce property line setbacks. (Case V 2024-07)

WHEREAS, Raymond and Kimberly Whitaker ("Petitioner") are the owners of the property located at 1709 Gingoteague Way in the City of Pekin (the "Property"); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-7-1 of the City Zoning Code to reduce the required rear yard setback from thirty (30) feet to ten (10) feet; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of a variance to allow a twenty (20) foot rear yard setback; and

WHEREAS, the City Council of the City of Pekin finds that the modified variance recommended by the Zoning Board of Appeals 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, THAT:

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

Section 2. The variance requested by Petitioner to waive the rear yard setback requirement of section 4-3-7-1 of the Pekin City Code is approved as modified and recommended by the Zoning Board of Appeals.

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.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

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>1709 GINGOTEAGUE WAY LOT 43</u> <u>TAX ID 10-10-11-413-018</u> Current Zoning (if known): <u>RESIDENTIAL</u> Proposed Zoning (if rezoning request): _____ Current Use: <u>EMPTY LOT</u> Proposed Use (if different): _____
---	---

Property Owner Name:	<u>RAYMOND E. WHITAKER & KIMBERLY D. WHITAKER</u>
Mailing Address:	<u>1507 REMINGTON RD</u>
Phone:	<u>309-241-8322 309-241-7531</u>
Alternative Phone:	
E-Mail Address:	<u>whitaker7322@gmail.com</u>

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

Please summarize your request and explain why it is necessary:

REQUESTING BOTH SIDE SETBACKS TO BE 10' AS IT IS A CORNER LOT
WITH LAKE REMINGTON IN BACK - HOUSE WILL FACE DIRECTLY TO LAKE
LIMITING TO TYPE OF HOUSE TO BUILD IF 30' SET BACK IS NECESSARY
ON SIDE

ALSO REQUESTING ADDRESS TO BE CHANGED TO REMINGTON RD DUE
TO BEING CORNER LOT

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.

Raymond E Whitaku

Owner Signature

3/19/2024

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.

Raymond E Whitaku

Applicant Signature

3/19/2024

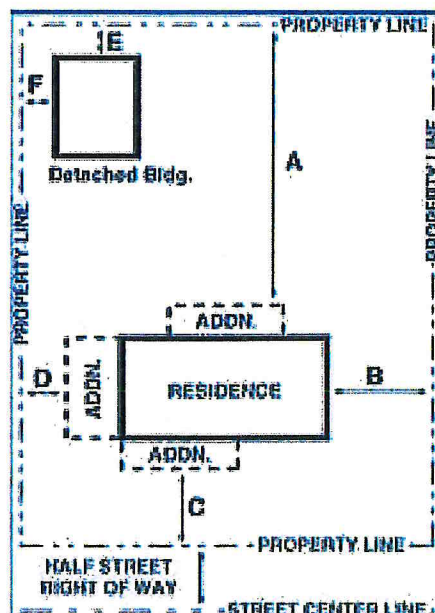
Date



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

The following attachments are required for consideration of your request:

- I. Site Plan:** An electronic copy (preferred) or two physical copies of a site plan for the proposal showing:
1. A scale of not less than one inch equals fifty feet (1" = 50') if the subject property is less than three (3) acres and one inch equals one hundred feet (1" = 100') if three (3) acres or more. Date, north point and scale.
 2. The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties. The location of all existing and proposed structures on the subject property and all structures within one hundred feet (100') of the subject property. The location of all existing and proposed drives and parking areas. The location and right-of-way widths of all abutting streets and alleys.
 3. Attachments such as landscape plan, photograph or renderings of existing and proposed site, building layouts or elevations, etc. are commended in order to provide accurate and sufficient information for review by the Development Review Committee and consideration by the Plan Commission.
 4. The names, addresses, and phone numbers of the architect, planner, designer, engineer or person responsible for the preparation of the site plan (commercial projects only).





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

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- 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.

DUE TO TOPOGRAPHY AND UNIQUE SHAPE OF THIS CORNER LOT WE WANT

THE BACK SETBACK TO BE PARALLEL TO LAKE AND HOUSE - NEED BOTH SIDES TO HAVE
NORMAL 10' SETBACKS AS THERE IS NOTHING BUT LAKE BEHIND THE LOT

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

NO

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

THIS VARIANCE WOULD ACTUALLY IMPROVE THE LOOK OF THE BLENDING WITH
THE NEIGHBORS, OTHERWISE THE HOUSE WOULD SET WELL IN FRONT OF NEIGHBORS

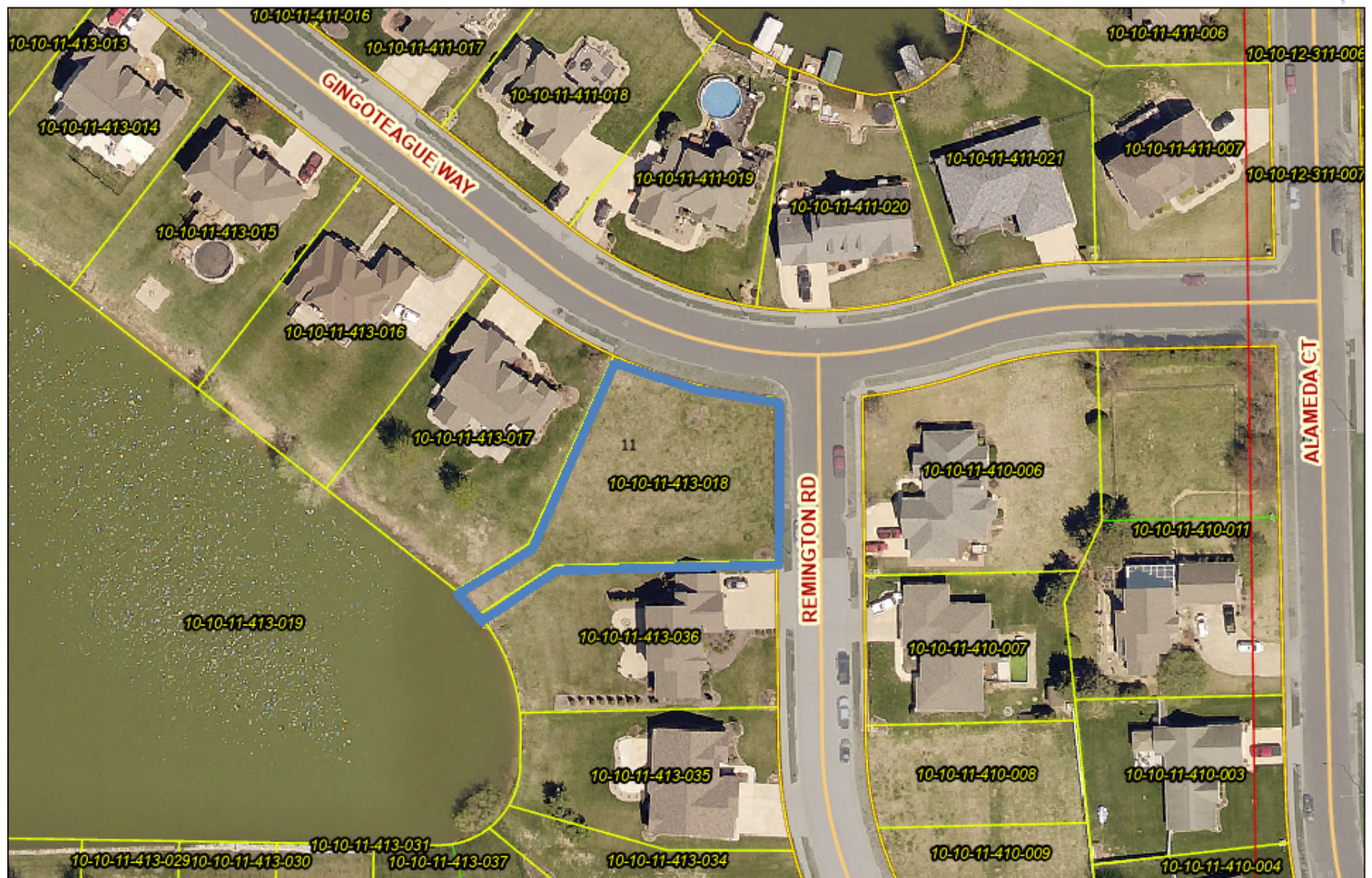
4. Will the variance be consistent with the purpose and intent of the Zoning Code and not alter the essential character of the locality?

YES

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

N/A ABSOLUTELY BEST FOR ALL

Tazewell County GIS



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Gingoteague Way

Remington Rd
2099

April 4, 2024

To:

Pekin IL Zoning Board of Appeals
111 South Capitol Street
Pekin, IL 61554

From:

Jeff and Marresa Lugeanbeal
2001 Remington Road Phone: 309-530-7193
Pekin, IL 61554

Attention: Nic Maquette and the Pekin IL Zoning Board of Appeals

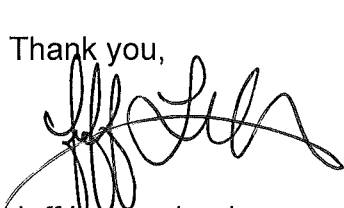
We are writing to express our strong opposition to granting a building setback variance for the purpose of fitting a large single family home on the empty lot adjacent to our home at 2001 Remington Road, Pekin, IL.

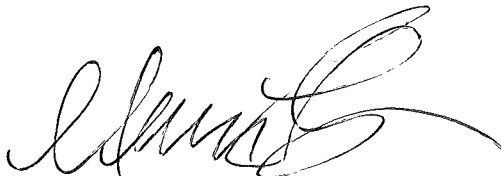
Allowing this Variance has the strong possibility of negatively impacting our home value at 2001 Remington road by allowing a home to be built closer to our residence than the city normally allows.

Allowing this variance has the strong possibility that the City of Pekin will be unable to have reasonable access to the storm drain that runs along the North side of 2001 Remington Road and the empty lot where the variance is being requested.

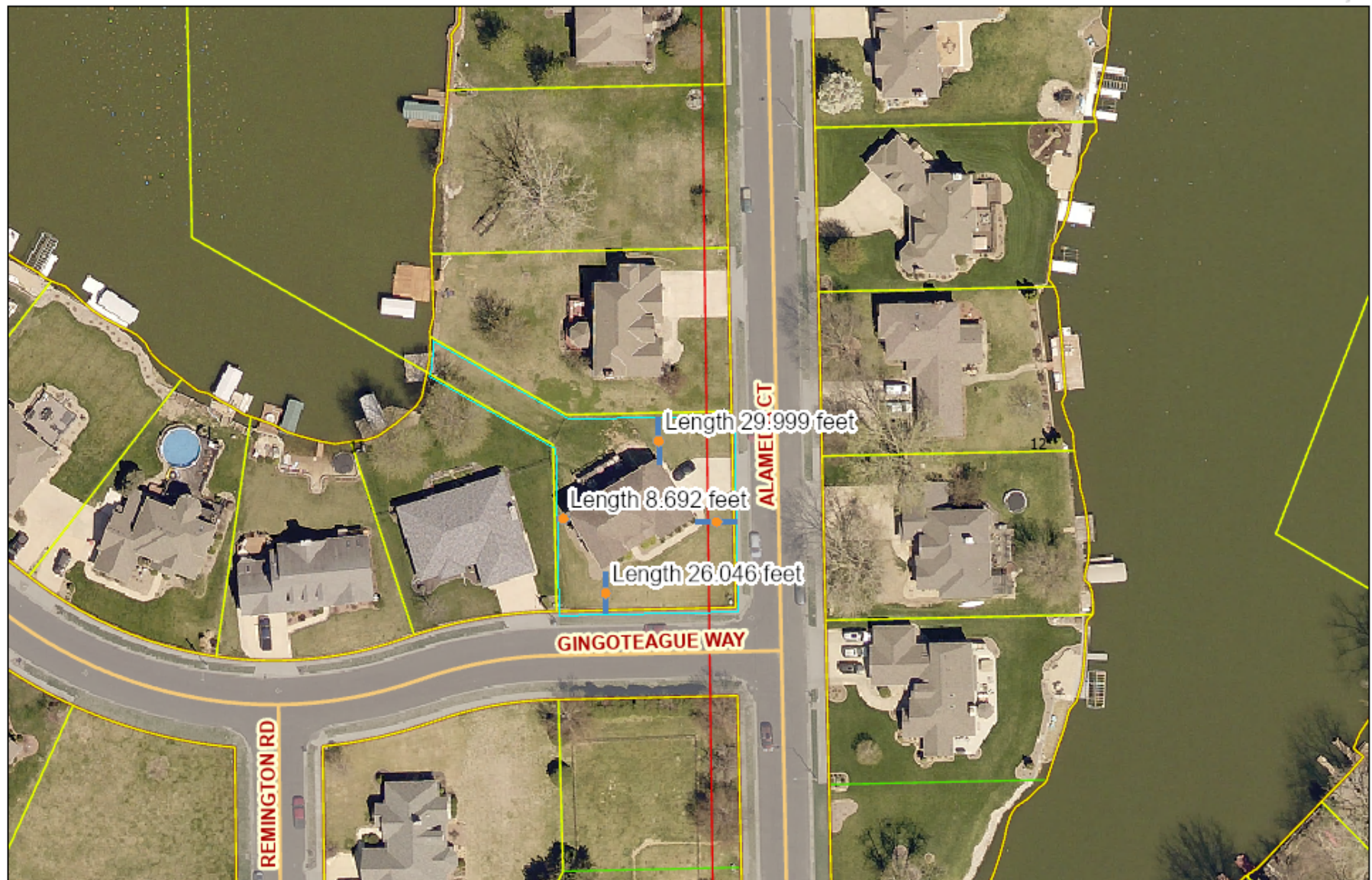
Allowing this variance will detract from the esthetics of the neighborhood. Each home in our neighborhood is evenly spaced and allowing this variance would be allowing one home in our neighborhood to be on top of ours. This is unacceptable.

Thank you,


Jeff Lugeanbeal
Marresa Lugeanbeal



Tazewell County GIS



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.



1:1,318

0 0.01 0.03 0.05 mi

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 22, 2024
To: Members of the City Council
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4184-23/24 A Rezoning request submitted by the City of Pekin from ED-1 Economic Development District to B-3 General Business District for the vacant property located at 121 South 2nd Street. (Case RZ 2024-03)

DESCRIPTION: Case RZ 2024-03

A Rezoning request submitted by the City of Pekin from ED-1 Economic Development District to B-3 General Business District for the vacant property located at 121 South 2nd street with a legal description, SEC 34 T25N R5W ORIGINAL TOWN ALL LOTS 6 THRU 17 & ADJ ALLEY BLK 2 SE 1/4, with the following PIN: 04-04-34-455-005, in Tazewell County, Illinois.

SUMMARY

On March 7, 1994, the City Council passed Ordinance No.1568-A61 that changed the zoning for multiple properties throughout the City. The vacant property commonly known as 121 South 2nd Street with PIN # 04-04-34-455-005 and with a legal description of SEC 34 T25N R5W ORIGINAL TOWN ALL LOTS 6 THRU 17 & ADJ ALLEY BLK 2 SE 1/4 was zoned ED-1 which staff believes stood for Economic Development District 1. The zoning designation of ED-1 does not currently exist within the city code and staff has not been able to find an Ordinance that would have changed the zoning since it was changed on March 7, 1994. City Staff has conducted an extensive and in depth search of this property's records and the zoning maps that have been approved since 1994 and have found that all zoning maps since 1994 show the above-mentioned property as being zoned B-3 General Business. The City has recently entered into an agreement to sell this property to the Center of Prevention of Abuse and their intended use would be required to operate within the B-3 General Business District. Due to not finding an ordinance that affirms that this property is zoned B-3, staff does recommend that the City Council officially zone this property B-3 General Business.

STAFF NOTES

- Staff Recommends Approval.
- The Zoning Board of Appeals has recommended approval.

FINANCIAL IMPACT:**REVIEWED BY:**

Nic Maquet, Chief Building Official
 Katherine Swise, City Attorney
 John Dossey, City Manager
 Sue McMillan, City Clerk

Approved - 4/19/2024
 Approved - 4/19/2024
 Approved - 4/19/2024
 New -

Ordinance No. 4184-23/24 A Rezoning request submitted by the City of Pekin from ED-1 Economic Development District to B-3 General Business District for the vacant property located at 121 South 2nd Street. (Case RZ 2024-03)

WHEREAS, the City of Pekin owns the real property located at 121 S. Second Street in the City of Pekin, Tazewell County, Illinois, and further described as follows:

Lots 6 through 17, and the alley adjacent thereto, in Block 2 in the Original Town, now City of Pekin, as shown on plat recorded in Plat Book "C", Page 2 in the Office of the Recorder of Deeds of Tazewell County, Illinois; excepting therefrom that part taken by the State of Illinois Department of Transportation in Condemnation Case No. 87-ED-2; all lying and situated in Tazewell County, Illinois

PIN: 04-04-34-455-005 (the "Property"); and

WHEREAS, on March 7, 1994, the City Council passed Ordinance No.1568-A61 zoning the Property as ED-1 Economic Development District, though no such zoning district exists in the City Zoning Code; and

WHEREAS, the City has proposed rezoning the Property to B-3 General Business District to fit within the existing Zoning Code; and

WHEREAS, after a hearing pursuant to duly published notice, the Pekin Zoning Board of Appeals recommended that the request for rezoning be approved; and

WHEREAS, the City Council of the City of Pekin finds that the use and location of the Property is properly suited to a zoning classification of B-3, General Business District, and that such rezoning will not be detrimental to surrounding uses.

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

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

Section 2. The zoning classification of the Property as shown and described on **Exhibit A** attached hereto is hereby changed from ED-1 to B-3, General Business District.

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

Section 4. This Ordinance is hereby ordered to be recorded in the office of the Tazewell County Clerk and Recorder.

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

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval in the

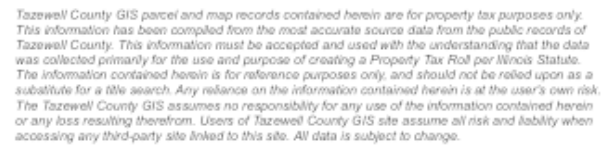
manner provided by law.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

ATTEST:

Mayor

City Clerk



Concentration of inhibitor, ml	Rate of polymerization, %
0	100
0.02	~85
0.04	~65
0.09	~10

ORDINANCE NO. 1568-A61***AN ORDINANCE AMENDING A PART AND PORTION
OF ORDINANCE NO. 1568 OF THE CITY OF
PEKIN, TAZEWELL COUNTY, ILLINOIS,
KNOWN AS THE ZONING ORDINANCE***

WHEREAS, a request, pursuant to Article XIX of the Zoning Ordinances of the City of Pekin, was submitted by the City of Pekin to amend the Zoning Ordinance of the City of Pekin; and

WHEREAS, pursuant to 65 ILCS 5/11-15.1-3, due public notice was given of a hearing on the said Petition to be held on February 23, 1994, at 6:30 P.M. in the City Council Chambers, City Hall, Pekin, Tazewell County, Illinois, by publication in the Pekin Daily Times on February 9, 1994, a newspaper in general circulation in the City of Pekin; and

WHEREAS, the Pekin Planning and Zoning Commission duly conducted said hearing, and the Pekin Planning and Zoning Commission recommends to this Council that the said Petition for Zoning be approved and that a zoning ordinance be adopted.

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

SECTION 1. That the City of Pekin, Illinois, Ordinance No. 1568 be and the same is hereby amended to rezone the following properties, to-wit:

Lots 1 through 8, Block 49, Original Town, now City of Pekin, and part of Market Street lying between 4th and 5th Streets, Tazewell County, Illinois

from I-1 to B-3;

All of Block 9 and 10, Original Town, now City of Pekin, and part of Market Street lying West of Second Street, Tazewell County, Illinois

from I-2 to B-3;

Lots 1 through 6 and 12 through 18, Block 11, and Lots 1 through 5 and Lot 16 in Block 12, Original Town, now City of Pekin, Tazewell County, Illinois

from I-1 to RM-2; and

Area bounded by Broadway Road on the South, Eighth Street on the East, Caroline Street on the North and the Illinois River on the West, Pekin, Tazewell County, Illinois more particularly described as follows:

Original Town, Block 101

Lot 1 90-04-04-35-326-001

Original Town, Resub of Block 102

Lot A 90-04-04-35-330-002
 Lot B 90-04-04-35-330-001

Original Town, Block 103

Lots 1, 2, 3, 4, 5 and 6 90-04-04-35-334-001
 Lots 7, 8, 9, 10, 11, 12, 13 90-04-04-35-334-002

Original Town, Block 104

Lots 1, 2, 3, 4, 5, 7, 15 and 16 90-04-04-35-338-001

Original Town, Block 93

Lots 1, 2, 3, 4, 5, 15 and 16 90-04-04-35-340-007

Original Town, Block 94

Lots 1 and 2 90-04-04-35-337-001
 Lots 3, 4, West $\frac{1}{2}$ of Lot 12,
 Lots 13, 14, 15 and 16 90-04-04-35-337-003
 West $\frac{1}{2}$ of Lot 5 90-04-04-35-337-004
 East $\frac{1}{2}$ of Lot 5 90-04-04-35-337-012
 Lots 6, 7 and 8 90-04-04-35-337-005
 East $\frac{1}{2}$ of Lot 12 90-04-04-35-337-008
 Lot 11 and Part of Lot 10 90-04-04-35-337-009
 Part of Lot 10 and Part of Lot 10 90-04-04-35-337-010
 Part of Lot 9 90-04-04-35-337-011

Original Town, Block 95

Lot 1 90-04-04-35-333-001
 Lot 2 90-04-04-35-333-002
 Lot 3 90-04-04-35-333-003
 Lot 4 90-04-04-35-333-004
 Lot 5 90-04-04-35-333-005
 Lots 6, 7, 8, 9 and 10 90-04-04-35-333-006
 Part of Lot 11 90-04-04-35-333-013
 Part of Lot 11, Part of Lot 12 90-04-04-35-333-012
 Part of Lot 12, Part of Lot 13 90-04-04-35-333-011
 Part of Lot 13, Lot 14,
 East Part of Lot 15 90-04-04-35-333-010
 West Part of Lot 15 90-04-04-35-333-009
 North Part of Lot 16 90-04-04-35-333-007
 South Part of Lot 16 90-04-04-35-333-008

Original Town, Block 96

Lot 1	90-04-04-35-329-001
Lot 2	90-04-04-35-329-002
Lot 3, West Part of Lot 4	90-04-04-35-329-003
East Part of Lot 4	90-04-04-35-329-004
Lot 5	90-04-04-35-329-005
Lot 6	90-04-04-35-329-006
Lot 7	90-04-04-35-329-007
South $\frac{1}{2}$ of Lot 8	90-04-04-35-329-009
North $\frac{1}{2}$ of Lot 8	90-04-04-35-329-008
Lot 9	90-04-04-35-329-017
Lot 10	90-04-04-35-329-016
Lot 11	90-04-04-35-329-015
Lot 12	90-04-04-35-329-014
Lot 13	90-04-04-35-329-013
Lot 14	90-04-04-35-329-012
Lot 15	90-04-04-35-329-011
Lot 16	90-04-04-35-329-010

Original Town, Block 97

Lot 1	90-04-04-35-324-001
Lot 2	90-04-04-35-324-002
West Part of Lot 3	90-04-04-35-324-003
East Part of Lot 3, West Part of Lot 4	90-04-04-35-324-004
East Part of Lot 4, Lot 5	90-04-04-35-324-005
Northwest part of Lot 6	90-04-04-35-324-006
Northeast Part Lot 6, North Part of Lot 7 and Northwest Part of Lot 8	90-04-04-35-324-007
Northeast part of Lot 8	90-04-04-35-324-008
North part of Lot 9	90-04-04-35-325-007
South Part of Lot 9	90-04-04-35-325-008
East Part of Lot 10	90-04-04-35-325-006
West Part of Lot 10, Southeast Part of Lot 11	90-04-04-35-325-005
South Part of Lot 12, Southwest Part of Lot 11	90-04-04-35-325-004
South Part of Lot 13, Southeast Part of Lot 14	90-04-04-35-325-003
Southwest Part of Lot 15, South South Part of Lot 16	90-04-04-35-325-001

Original Town, Block 87

Lots 1 and 2	90-04-04-35-323-001
Lot 3	90-04-04-35-323-002
Lot 4	90-04-04-35-323-003
Lot 5	90-04-04-35-323-004
Lot 6	90-04-04-35-323-005
West Part of Lot 7	90-04-04-35-323-006
Northeast Part of Lot 7, North $\frac{1}{2}$ of Lot 8	90-04-04-35-323-007

Southeast Part of Lot 7,
 South $\frac{1}{2}$ of Lot 8
 North Part Lot 9, North Part of Lot 10
 North Part of Lot 11, North Part of
 Lot 12, North Part of Lot 13, North
 Part Lot 14
 Lot 15
 Lot 16

90-04-04-35-323-008

90-04-04-35-323-011

90-04-04-35-323-010

90-04-04-35-323-009

Original Town, Block 88

Lot 1 and Lot 2
 Lot 3
 West Part of Lot 4
 East Part of Lot 4, West $\frac{1}{2}$ of Lot 5
 East $\frac{1}{2}$ of Lot 5, West $\frac{1}{2}$ of Lot 6
 East $\frac{1}{2}$ of Lot 6, West $\frac{1}{2}$ of Lot 7
 East $\frac{1}{2}$ of Lot 7, Lot 8
 Lot 9
 Lot 10
 Lot 11
 Lot 12
 Lot 13
 Lot 14
 Lots 15 and 16

90-04-04-35-328-001

90-04-04-35-328-002

90-04-04-35-328-003

90-04-04-35-328-004

90-04-04-35-328-005

90-04-04-35-328-006

90-04-04-35-328-007

90-04-04-35-328-014

90-04-04-35-328-013

90-04-04-35-328-012

90-04-04-35-328-011

90-04-04-35-328-010

90-04-04-35-328-009

90-04-04-35-328-008

Original Town, Block 89

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9,
 10, 11, 12 and 13
 Lots 14, 15 and 16

90-04-04-35-332-001

90-04-04-35-332-008

Original Town, Block 90

North $\frac{1}{2}$ of Lot 1, Lot 2
 South $\frac{1}{2}$ of Lot 1
 Lot 3
 Lot 4
 Lot 5
 Lot 6 and West Part of Lot 7
 East Part of Lot 7, West Part of Lot 8
 East Part of Lot 8
 Lots 9 and 10, East Part of Lot 11
 West Part of Lot 11
 East $\frac{1}{2}$ of Lot 12
 Part of Lot 12
 West Part of Lot 12,
 East Part of Lot 13
 West Part of Lot 13
 East Part of Lot 14
 West Part of Lot 14
 Lot 15
 Lot 16

90-04-04-35-336-001

90-04-04-35-336-002

90-04-04-35-336-003

90-04-04-35-336-004

90-04-04-35-336-009

90-04-04-35-336-006

90-04-04-35-336-007

90-04-04-35-336-008

90-04-04-35-336-018

90-04-04-35-336-017

90-04-04-35-336-016

90-04-04-35-336-015

90-04-04-35-336-014

90-04-04-35-336-013

90-04-04-35-336-012

90-04-04-35-336-011

90-04-04-35-336-010

90-04-04-35-336-009

Original Town, Block 91

BOOK 4098 PAGE 126

Lot 1	90-04-04-35-339-001
West Part of Lot 2	90-04-04-35-339-002
East Part of Lot 2	90-04-04-35-339-003
West Part of Lot 3	90-04-04-35-339-004
East Part of Lot 3	90-04-04-35-339-005
West Part of Lot 4	90-04-04-35-339-006
Part of Lot 4	90-04-04-35-339-007
East Part of Lot 4, West Part of Lot 5	90-04-04-35-339-008
East Part of Lot 5, West Part of Lot 6	90-04-04-35-339-009
East Part of Lot 6, Lots 7 and 8	90-04-04-35-339-018
Lots 9, 10, 11 and 12	90-04-04-35-339-015
Lot 13	90-04-04-35-339-014
Lot 14	90-04-04-35-339-013
Lots 15 and 16	90-04-04-35-339-012

Original Town, Block 75

West Part of Lot 1	90-04-04-35-322-001
East Part of Lot 1, West $\frac{1}{2}$ of Lot 2	90-04-04-35-322-002
East $\frac{1}{2}$ of Lot 2, West Part of Lot 3	90-04-04-35-322-003
East Part of Lot 3, West Part of Lot 4	90-04-04-35-322-004
East Part of Lot 4	90-04-04-35-322-005
Lot 5	90-04-04-35-322-006
Lot 6	90-04-04-35-322-007
Lots 7 and 8	90-04-04-35-322-008
Lots 9 and 10	90-04-04-35-322-013
Lot 11	90-04-04-35-322-012
Lot 12	90-04-04-35-322-011
Lot 13	90-04-04-35-322-010
Lots 14, 15 and 16	90-04-04-35-322-009

Original Town, Block 74

North Part of Lot 1,	
North Part of Lot 2	90-04-04-35-327-001
Part of Lot 1, Part of Lot 2	90-04-04-35-327-002
South Part of Lot 1,	
South Part of Lot 2	90-04-04-35-327-003
Lot 3	90-04-04-35-327-004
Lots 4, 5, 6, 7 and 8	90-04-04-35-327-011
Lots 9 and 10	90-04-04-35-327-010
Lot 11	90-04-04-35-327-013
Lot 12	90-04-04-35-327-008
Lots 13 and 14	90-04-04-35-327-012
Lot 15	90-04-04-35-327-007
Lot 16	90-04-04-35-327-006

Original Town, Block 73

Lots 1 and 2	90-04-04-34-430-001
Lots 3 and 4	90-04-04-35-331-001
Lots 5, 6, 7, 8, 9, 10, 11 and 12	90-04-04-35-331-012
Lot 13	90-04-04-35-331-007

Lot 14
Lot 15
Lot 16

90-04-04-34-430-004
90-04-04-34-430-003
90-04-04-34-430-002

Original Town, Block 72

Lots 1, 2 and 3
Original Town, Block 92

90-04-04-34-435-001

Lots 1, 2, 3, 4 and 5

90-04-04-35-341-001

Original Town, Block 69

Lots 1, 2, 3 and 4

90-04-04-34-450-001

Original Town, Block 70

North Part of Lot 1, Part Lot 2 and
West Part of Lot 3
South Part of Lot 1, Part of Lot 2
East Part of Lot 3, Lot 4
Lots 5 and 6, West Part of Lot 7
East Part of Lot 7, Lot 8
Lot 9, East Part of Lot 10
West Part of Lot 10, Lot 11
Lot 12
Lot 13
Lot 14
Lot 15
North part of Lot 16
South Part of Lot 16

90-04-04-34-445-001
90-04-04-34-445-002
90-04-04-34-445-003
90-04-04-34-445-004
90-04-04-34-445-005
90-04-04-34-445-013
90-04-04-34-445-012
90-04-04-34-445-011
90-04-04-34-445-010
90-04-04-34-445-009
90-04-04-34-445-008
90-04-04-34-445-006
90-04-04-34-445-007

Original Town, Block 71

Lot 1
West $\frac{1}{2}$ of Lot 2
East $\frac{1}{2}$ of Lot 2
West Part of Lot 3
Part of Lot 3
East Part of Lot 3
Lot 4, West $\frac{1}{2}$ of Lot 5
Part of Lot 5
East Part of Lot 5, Lot 6 and
West Part of Lot 7
Part of Lot 7
Part of Lot 7
Part of Lot 7 and West Part of Lot 8
Part of Lot 8
East Part of Lot 8
Lot 9
Lot 10
East Part of Lot 11
West Part of Lot 11,
East Part of Lot 12

90-04-04-34-440-001
90-04-04-34-440-002
90-04-04-34-440-003
90-04-04-34-440-004
90-04-04-34-440-005
90-04-04-34-440-006
90-04-04-34-440-007
90-04-04-34-440-008

90-04-04-34-440-009
90-04-04-34-440-010
90-04-04-34-440-011
90-04-04-34-440-012
90-04-04-34-440-013
90-04-04-34-440-014
90-04-04-34-440-023
90-04-04-34-440-022
90-04-04-34-440-021

90-04-04-34-440-020

West Part of Lot 12, Lot 13
 East Part of Lot 14
 West Part of Lot 14
 East Part of Lot 15
 West Part of Lot 15, Lot 16

90-04-04-34-440-019
 90-04-04-34-440-018
 90-04-04-34-440-017
 90-04-04-34-440-016
 90-04-04-34-440-015

Original Town, Block 68

Lots 1, 2, 3 and 4

90-04-04-34-454-001

Original Town, Block 67

Lot 1
 Lot 2
 Lot 3
 Lot 4
 Lot 5
 Lots 6, 7 and 8
 Lots 9 and 10
 Lot 11
 East $\frac{1}{2}$ of Lot 12
 West $\frac{1}{2}$ of Lot 12, East Part of Lot 13
 West Part of Lot 13
 Lot 14, 15 and 16

90-04-04-34-449-001
 90-04-04-34-449-002
 90-04-04-34-449-003
 90-04-04-34-449-004
 90-04-04-34-449-005
 90-04-04-34-449-006
 90-04-04-34-449-012
 90-04-04-34-449-011
 90-04-04-34-449-010
 90-04-04-34-449-009
 90-04-04-34-449-008
 90-04-04-34-449-007

Original Town, Block 66

Lots 1, 2, 3 and West Part of Lot 4
 East Part of Lot 4, West part of Lot 5
 East Part of Lot 5
 Lot 6 and West Part of Lot 7
 East Part of Lot 7, West Part of Lot 8
 East Part of Lot 8
 Lots 9, 10, 11 and 12
 Lot 13, East part of Lot 14
 West Part of Lot 14, Lots 15 and 16

90-04-04-34-444-001
 90-04-04-34-444-002
 90-04-04-34-444-003
 90-04-04-34-444-004
 90-04-04-34-444-005
 90-04-04-34-444-006
 90-04-04-34-444-009
 90-04-04-34-444-008
 90-04-04-34-444-007

Original Town, Block 65

Courthouse Square

90-04-04-34-43 9-001

Original Town, Block 64

Lots 1, 2 and 3
 Lot 4
 Lot 5
 Lot 6, West Part of Lot 7
 East Part of Lot 7, Lot 8
 East $\frac{1}{2}$ of Lot 9
 West $\frac{1}{2}$ of Lot 9, East Part of Lot 10
 West Part of Lot 10, Lot 11,
 East Part of Lot 12
 West Part of Lot 12,
 East Part of Lot 13

90-04-04-34-434-001
 90-04-04-34-434-002
 90-04-04-34-434-003
 90-04-04-34-434-004
 90-04-04-34-434-005
 90-04-04-34-434-016
 90-04-04-34-434-015
 90-04-04-34-434-013
 90-04-04-34-434-012

West Part of Lot 13,
 East Part of Lot 14
 Part of Lot 14
 West Part of Lot 14
 East part of Lot 15
 West Part of Lot 15,
 East part of Lot 16
 West Part of Lot 16

90-04-04-34-434-011
 90-04-04-34-434-010
 90-04-04-34-434-009
 90-04-04-34-434-008

 90-04-04-34-434-007
 90-04-04-34-434-006

Original Town, Block 63

Lot 1
 Lot 2
 Lot 3
 Lots 4 and 5
 Lot 6
 Lot 7
 Lot 8
 Lots 9 and 10
 Lot 11
 East Part of Lot 12
 West Part of Lot 12, Lots 13,
 14, 15 and 16

90-04-04-34-429-001
 90-04-04-34-429-002
 90-04-04-34-429-003
 90-04-04-34-429-004
 90-04-04-34-429-006
 90-04-04-34-429-007
 90-04-04-34-429-008
 90-04-04-34-429-012
 90-04-04-34-429-011
 90-04-04-34-429-010

 90-04-04-34-429-009

Original Town, Block 62

Lots 1, 2, 3 and South $\frac{1}{2}$ of Lot 4
 North $\frac{1}{2}$ of Lot 4, Lots 5, 6, 7, and 8
 Lot 9, East Part of Lot 10
 West Part of Lot 10
 East Part of Lot 11
 West Part of Lot 11,
 East Part of Lot 12
 Part of Lot 12
 West Part of Lot 12,
 East Part of Lot 13
 West Part of Lot 13
 Lot 14
 Lot 15
 Lot 16

90-04-04-34-421-001
 90-04-04-34-421-002
 90-04-04-34-421-012
 90-04-04-34-421-011
 90-04-04-34-421-010

 90-04-04-34-421-009
 90-04-04-34-421-008

 90-04-04-34-421-007
 90-04-04-34-421-006
 90-04-04-34-421-005
 90-04-04-34-421-004
 90-04-04-34-421-003

Original Town, Block 61

Lots 1, 2 and West Part of Lot 3
 East Part of Lot 3
 Lot 4
 Lot 5
 South $\frac{1}{2}$ of Lot 9, South $\frac{1}{2}$ of Lot 10,
 Lots 11, 12 and 13, North $\frac{1}{2}$ of Lot
 14, North $\frac{1}{2}$ of Lot 15, North $\frac{1}{2}$ of
 Lot 16
 South $\frac{1}{2}$ of Lot 16, South $\frac{1}{2}$ of Lot 15,
 South $\frac{1}{2}$ of Lot 14

90-04-04-34-417-001
 90-04-04-34-417-003
 90-04-04-34-417-004
 90-04-04-34-417-005

 90-04-04-34-417-006
 90-04-04-34-417-007

Original Town, Block 50

West Part of Lot 1,	90-04-04-34-416-001
West Part of Lot 2	90-04-04-34-416-002
East Part of Lot 2	90-04-04-34-416-003
Lot 3	90-04-04-34-416-004
Lot 4	90-04-04-34-416-005
Lot 5	90-04-04-34-416-006
Lot 6	90-04-04-34-416-007
Lot 7	90-04-04-34-416-008
Lot 8	90-04-04-34-416-009
Lots 9, 10, 11, 12, 13, 14, 15, 16	

Original Town, Block 49

North Part of Lot 1,	90-04-04-34-420-001
Northwest Part of Lot 2	90-04-04-34-420-002
South Part of Lot 1,	90-04-04-34-420-003
Southwest Part of Lot 2	90-04-04-34-420-004
East ½ of Lot 2, Lot 3, 4 and 5,	90-04-04-34-420-005
South ½ of Lot 6, South ½ of Lot 7,	90-04-04-34-420-006
South ½ of Lot 8	90-04-04-34-420-007
North ½ of Lot 6, North ½ of Lot 7,	90-04-04-34-420-008
North ½ of Lot 8	90-04-04-34-420-009
Lots 9, 10, 11, 12 and 13.	
Lots 14, 15 and 16	

Original Town, Block 48

Lots 1, 2, 3, 4 and 5, West ½ of Lot 6	90-04-04-34-428-001
East ½ of Lot 6, Lot 7	90-04-04-34-428-002
Lot 8	90-04-04-34-428-003
Lots 9, 10 and 11	90-04-04-34-428-004
Lots 12 and 13	90-04-04-34-428-005
Lots 14, 13 and East Part of Lot 16	90-04-04-34-428-006
West Part of Lot 16	90-04-04-34-428-007

Original Town, Block 47

Lot 1	90-04-04-34-433-001
Lots 2 and 3, West ½ of Lot 4	90-04-04-34-433-002
East ½ of Lot 4, Lots 5 and 6,	
West Part of Lot 7	90-04-04-34-433-005
East Part of Lot 7, Lot 8	90-04-04-34-433-006
Lot 9, East Part of Lot 10	90-04-04-34-433-018
West Part of Lot 10, Lot 11,	
East Part of Lot 12	90-04-04-34-433-017
Part of Lot 12	90-04-04-34-433-016
Part of Lot 12	90-04-04-34-433-015
West Part of Lot 12,	
East Part of Lot 13	90-04-04-34-433-014
Part of Lot 13	90-04-04-34-433-013
West Part of Lot 13,	
East part of Lot 14	90-04-04-34-433-012
Part of Lot 14	90-04-04-34-433-011

West Part of Lot 14,
 East Part of Lot 15
 West Part of Lot 15, Lot 16

90-04-04-34-433-008
 90-04-04-34-433-007

Original Town, Block 46

West ½ of Lot 1
 East Part of Lot 1
 West Part of Lot 2
 East Part of Lot 2, Lot 13
 West Part of Lot 4
 Part of Lot 4
 Part of Lot 4
 East Part of Lot 4,
 West ½ of Lot 5
 East ½ of Lot 5,
 West Part of Lot 6
 East Part of Lot 6
 West ½ of Lot 7
 East ½ of Lot 7
 Lot 9
 Lots 10, 11, and 12,
 East Part of Lot 13
 West Part of Lot 13
 Lots 14 and 15
 East ½ of Lot 16
 West part of Lot 16, Lots 17 and 18

90-04-04-34-438-001
 90-04-04-34-438-002
 90-04-04-34-438-003
 90-04-04-34-438-004
 90-04-04-34-438-007
 90-04-04-34-438-008
 90-04-04-34-438-009

 90-04-04-34-438-010

 90-04-04-34-438-011
 90-04-04-34-438-012
 90-04-04-34-438-016
 90-04-04-34-438-014
 90-04-04-34-438-015

 90-04-04-34-438-020
 90-04-04-34-438-019
 90-04-04-34-438-018
 90-04-04-34-438-017
 90-04-04-34-438-016

Original Town, Block 45

West Part of Lot 1
 East Part of Lot 1, Lot 2
 Lots 3 and 4, West ½ of Lot 5
 East h of Lot 5, Lots 6, 7 and 8
 Lots 9, 10, 11 and 12
 Lot 13
 Lot 14
 Lots 15 and 16

90-04-04-34-438-001
 90-04-04-34-438-002
 90-04-04-34-438-003
 90-04-04-34-438-004
 90-04-04-34-438-008
 90-04-04-34-438-007
 90-04-04-34-438-006
 90-04-04-34-438-005

Original Town, Block 44

Lot 1, West Part of Lot 2
 East part of Lot 2, Lot 3
 Lot 4
 Lot 5
 Lot 6
 Lots 7 and 8
 Lot 10
 Lot 11
 Lot 12
 Lots 13, 14, 15 and 16

90-04-04-34-448-001
 90-04-04-34-448-002
 90-04-04-34-448-003
 90-04-04-34-448-004
 90-04-04-34-448-005
 90-04-04-34-448-006
 90-04-04-34-448-012
 90-04-04-34-448-011
 90-04-04-34-448-010
 90-04-04-34-448-007

Original Town, Block 43

BOOK 4098 PAGE 132

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,
12, 13, 14, 15 and 16; also
fractional triangular block bounded
by Third, Broadway and Susannah
Streets

90-04-04-34-453-001

Original Town, Block 34

Lot 1, West $\frac{1}{2}$ of Lot 2
East $\frac{1}{2}$ of Lot 2
Lot 3
Lot 4
West Part of Lot 5
East Part of Lot 5, Lot 6
West Part of Lot 7
East Part of Lot 7, Lot 8
Lots 13, 14, 15 and 16
Lots 9, 10, 11 and 12

90-04-04-34-415-001
90-04-04-34-415-002
90-04-04-34-415-003
90-04-04-34-415-004
90-04-04-34-415-005
90-04-04-34-415-006
90-04-04-34-415-007
90-04-04-34-415-008
90-04-04-34-415-009
90-04-04-34-415-010

Original Town, Block 35

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12 and 13
Lots 14, 15 and 16

90-04-04-34-419-002
90-04-04-34-419-001

Original Town, Block 36

Lots 1 and 2
Lot 3
West Part of Lot 4
East Part of Lot 4, West Part of Lot 5
East part of Lot 5, Lot 6
North $\frac{1}{2}$ of Lot 7, North $\frac{1}{2}$ of Lot 8
South $\frac{1}{2}$ of Lot 7, South $\frac{1}{2}$ of Lot 8,
Lot 9
Lot 10
Lot 11
Lot 12
Lot 13
Lot 14
Lots 15 and 16

90-04-04-34-427-001
90-04-04-34-427-002
90-04-04-34-427-003
90-04-04-34-427-004
90-04-04-34-427-005
90-04-04-34-427-006
90-04-04-34-427-007
90-04-04-34-427-012
90-04-04-34-427-011
90-04-04-34-427-014
90-04-04-34-427-013
90-04-04-34-427-009
90-04-04-34-427-008

Original Town, Block 37

Lots 1 and 2
Lot 3
Lot 4
West Part of Lot 5
East Part of Lot 5
Lots 6, 7, 8 and 9
East Part of Lot 10
West Part of Lot 10
East Part of Lot 11

90-04-04-34-432-001
90-04-04-34-432-002
90-04-04-34-432-003
90-04-04-34-432-004
90-04-04-34-432-005
90-04-04-34-432-006
90-04-04-34-432-017
90-04-04-34-432-016
90-04-04-34-432-015

West Part of Lot 11	90-04-04-34-432-014
East Part of Lot 12	90-04-04-34-432-013
Part of Lot 12	90-04-04-34-432-012
West Part of Lot 12,	
East part of Lot 13	90-04-04-34-432-011
West Part of Lot 13,	
East Part of Lot 14	90-04-04-34-432-010
West Part of Lot 14	90-04-04-34-432-009
Lot 15, East Part of Lot 16	90-04-04-34-432-008
West Part of Lot 16	90-04-04-34-432-007

Original Town, Block 38

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10 and	
11, East Part of Lot 12, Lots 1, 2	
and 3 of a resub of Lot 7	90-04-04-34-437-001
West Part of Lot 12, Lots 13, 14,	
15 and 16	90-04-04-34-437-018

Original Town, Block 42

Lots 1, 2, 3, 4, 5, 6, 7, 8 and	90-04-04-34-456-014
Lots 10 and 11	90-04-04-34-456-012
Lot 12	90-04-04-34-456-011
Lot 13	90-04-04-34-456-010
Lot 14	90-04-04-34-456-009
North Part of Lot 15,	
North Part of Lot 16	90-04-04-34-456-006
South Part of Lot 15	90-04-04-34-456-008
South Part of Lot 16	90-04-04-34-456-007

Lots 1, 2 and 3 of fractional	
triangular block bounded by Second,	
Cynthiana and Broadway Streets	90-04-04-34-460-001

Original Town, Block 41

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,	
12, 13, 14, 15 and 16	90-04-04-34-452-001
Lot 1	90-04-04-34-452-011

Original Town, Block 40

Lots 1, 2, 3, 4, 5, 6, 7 and 8	90-04-04-34-447-001
Lot 9	90-04-04-34-447-013
Lot 10	90-04-04-34-447-012
East Part of Lot 11	90-04-04-34-447-011
West Part of Lot 11,	
East Part of Lot 12	90-04-04-34-447-010
West Part of Lot 12	90-04-04-34-447-009
Lot 13	90-04-04-34-447-008
Lot 14	90-04-04-34-447-007
Lot 15	90-04-04-34-447-006
Lot 16	90-04-04-34-447-005

Original Town, Block 39

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 13, 14, 15 and 16

90-04-04-34-442-001

Original Town, Block 1

Lots 3 and 4
Lots 5, 6, 7, 8, 9, 10, 11, 12 and 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18
Lot 1
Lot 2

90-04-04-34-459-001
90-04-04-34-459-002
90-04-04-34-459-009
90-04-04-34-459-008
90-04-04-34-459-007
90-04-04-34-459-006
90-04-04-34-459-005
90-04-04-34-459-004
90-04-04-34-459-003

Original Town, Block 2

Lot 3
Lot 4
West $\frac{1}{2}$ of Lot 5
East $\frac{1}{2}$ of Lot 5
Lots 6, 7, 8, 9, 10, 11, 12, 13,
14 and 15
Lot 16
Lot 17
Lot 18
Lots 1 and 2

90-04-04-34-455-002
90-04-04-34-455-001
90-04-04-34-455-003
90-04-04-34-455-004
90-04-04-34-455-005
90-04-04-34-455-009
90-04-04-34-455-008
90-04-04-34-455-007
90-04-04-34-455-006

Original Town, Block 3

Lots 3, 4 and 5
Lot 6
Lot 7
Lots 8, 9, 10, 11, 12, 13, 14 and 15
Lot 16
Lot 17
East Part of Lot 18
Lots 1 and 2, West Part of Lot 18

90-04-04-34-451-001
90-04-04-34-451-002
90-04-04-34-451-003
90-04-04-34-451-008
90-04-04-34-451-007
90-04-04-34-451-006
90-04-04-34-451-005
90-04-04-34-451-004

Lots 1 and 2 of fractional triangular
block bounded by Front, Sara Ann and
Broadway Streets

90-04-04-34-458-001

Original Town, Block 4

South Part of Lot 1,
South Part of Lot 18
North Part of Lot 1, Lots 2, 3, 4 and
5, North Part of Lot 18
Lot 6
Lot 7

90-04-04-34-446-007
90-04-04-34-446-001
90-04-04-34-446-002
90-04-04-34-446-003

West Part of Lot 8
 East Part of Lot 8, Lots 9 and 10
 Lot 11
 Lots 12, 13 and 14
 Lot 15
 Lot 16
 Lot 17

90-04-04-34-446-004
 90-04-04-34-446-005
 90-04-04-34-446-006
 90-04-04-34-446-011
 90-04-04-34-446-010
 90-04-04-34-446-009
 90-04-04-34-446-008

Original Town, Block 5

Lots 3 and 4
 Lot 5
 Lot 6
 Lot 7
 Lot 8
 Lot 9
 Lot 10
 North Part of Lot 11
 South Part of Lot 11
 Lot 12
 Lot 13
 Lot 14
 Lot 15
 Lot 16
 Lot 17, East $\frac{1}{2}$ of Lot 18
 West $\frac{1}{2}$ of Lot 18, Lots 1 and 2

90-04-04-34-441-001
 90-04-04-34-441-002
 90-04-04-34-441-003
 90-04-04-34-441-004
 90-04-04-34-441-005
 90-04-04-34-441-006
 90-04-04-34-441-007
 90-04-04-34-441-008
 90-04-04-34-441-009
 90-04-04-34-441-016
 90-04-04-34-441-015
 90-04-04-34-441-014
 90-04-04-34-441-013
 90-04-04-34-441-012
 90-04-04-34-441-011
 90-04-04-34-441-010

Original Town, Block 6

Lots A, B, C, D, E, F, G, H and I of
 resub of Lots 3-9
 Lots 10, 11, 12, 13, 14 and 15,
 East Part of Lot 16
 West Part of Lot 16, Lots 17, 18,
 1 and 2

90-04-04-34-436-001
 90-04-04-34-436-010
 90-04-04-34-436-013

Original Town, Block 7

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
 11, 12, 13, 14, 15, 16, 17 and 18

90-04-04-34-431-001

Original Town, Block 8

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
 11, 12, 13, 14, 15, 16, 17 and 18

90-04-04-34-426-001

Original Town, Block 9

Part of Lot 12, Part of Lot 13, Part
 of Lot 14, Part of Lot 15, Part of
 Lot 16, Part of Lot 17
 Part of Lot 12, Part of Lot 13, Part
 of Lot 14, Part of Lot 15
 Part of Lot 1, Part of Lot 2, Part of
 Lot 9, Part of Lot 16, Part of Lot

90-04-04-34-418-002
 90-04-04-34-418-001

17, Part of Lot 18
 Part of Lot 10, Part of Lot 11,
 Part of Lot 9

90-04-04-34-418-004

90-04-04-34-418-003

Original Town, Block 10

Part of Lot 9, Lot 10 and 11
 Part of Lot 12, Part of Lot 13
 Lot 13
 Lot 14
 Part of Lot 9, Part of Lot 8,
 Lots 5, 6 and 7, Part of Lot 3,
 Part of Lot 4
 Lot 15
 Lot 16
 Lot 17
 Lot 18
 Part of Lot 1
 Part of Lot 2

90-04-04-34-414-001

90-04-04-34-414-002

90-04-04-34-413-009

90-04-04-34-413-008

90-04-04-34-413-001

90-04-04-34-413-007

90-04-04-34-413-006

90-04-04-34-413-005

90-04-04-34-413-004

90-04-04-34-413-003

90-04-04-34-413-002

Together with all streets and abandoned streets and alleys with in
 the above set forth boundaries, and all Railroad property and
 abandoned or sold Railroad property within the above described
 Blocks and/or lots.

to ED-1.

The boundaries of said zoned real properties are set forth on a true and correct copy of the Plats of Survey of said properties attached hereto and marked as Exhibit A.

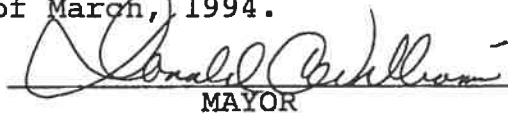
SECTION 2. That the official zoning map of the City of Pekin, Illinois, be and the same is hereby ordered amended to reflect the foregoing classifications.

SECTION 3. That the Clerk of the City of Pekin, Illinois, be and he is hereby authorized and directed to record a true and correct copy of this Ordinance.

PASSED in due form by the City Council of the City of Pekin, Illinois, at its meeting held on the 7th day of March, 1994.


MAYOR

APPROVED this 8th day of March, 1994.


MAYOR

ATTEST:


CITY CLERK

PEKIN, IL

(Downtown Area)



TIF 1



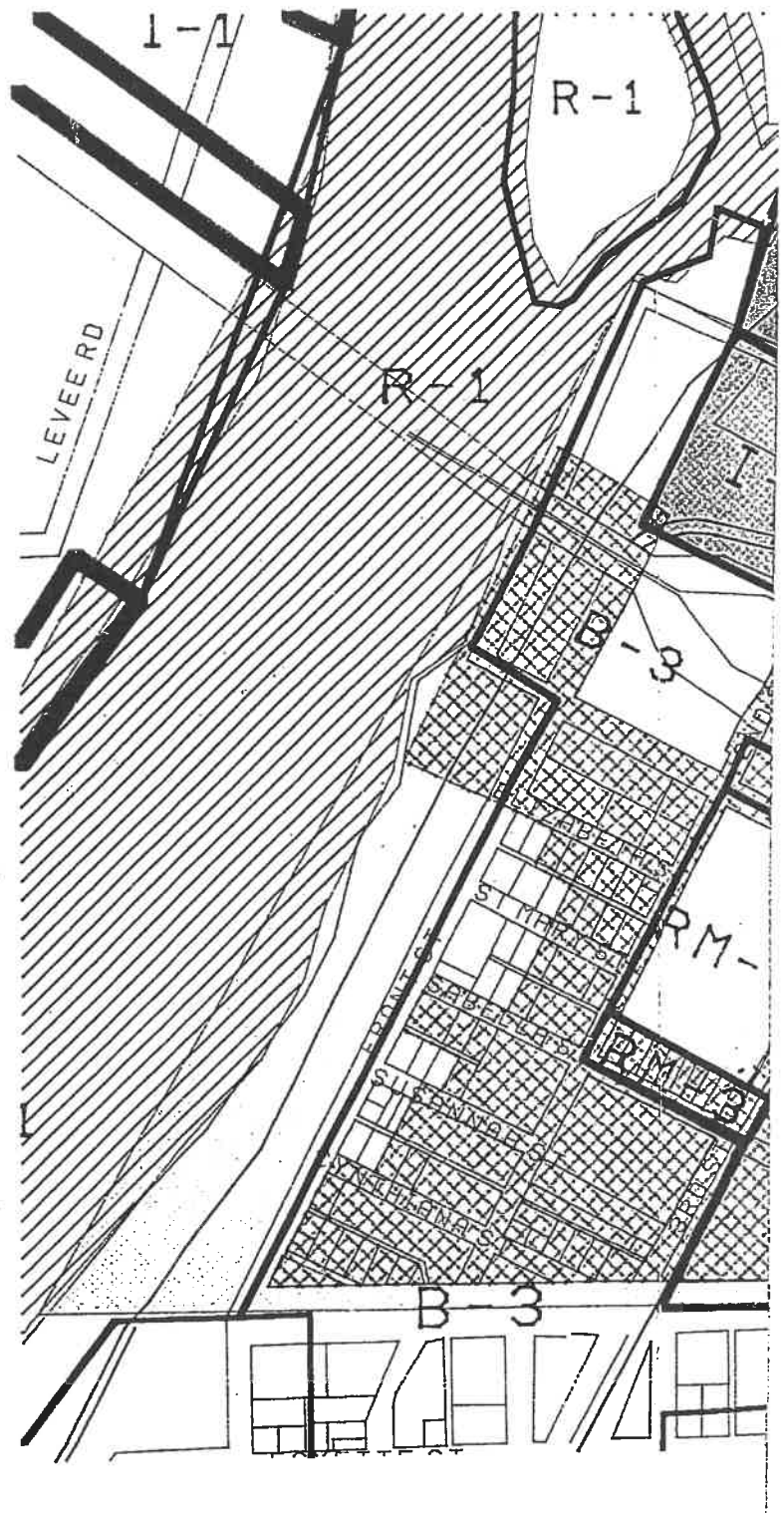
Proposed Ed-1



Proposed B-3



Proposed RM-2



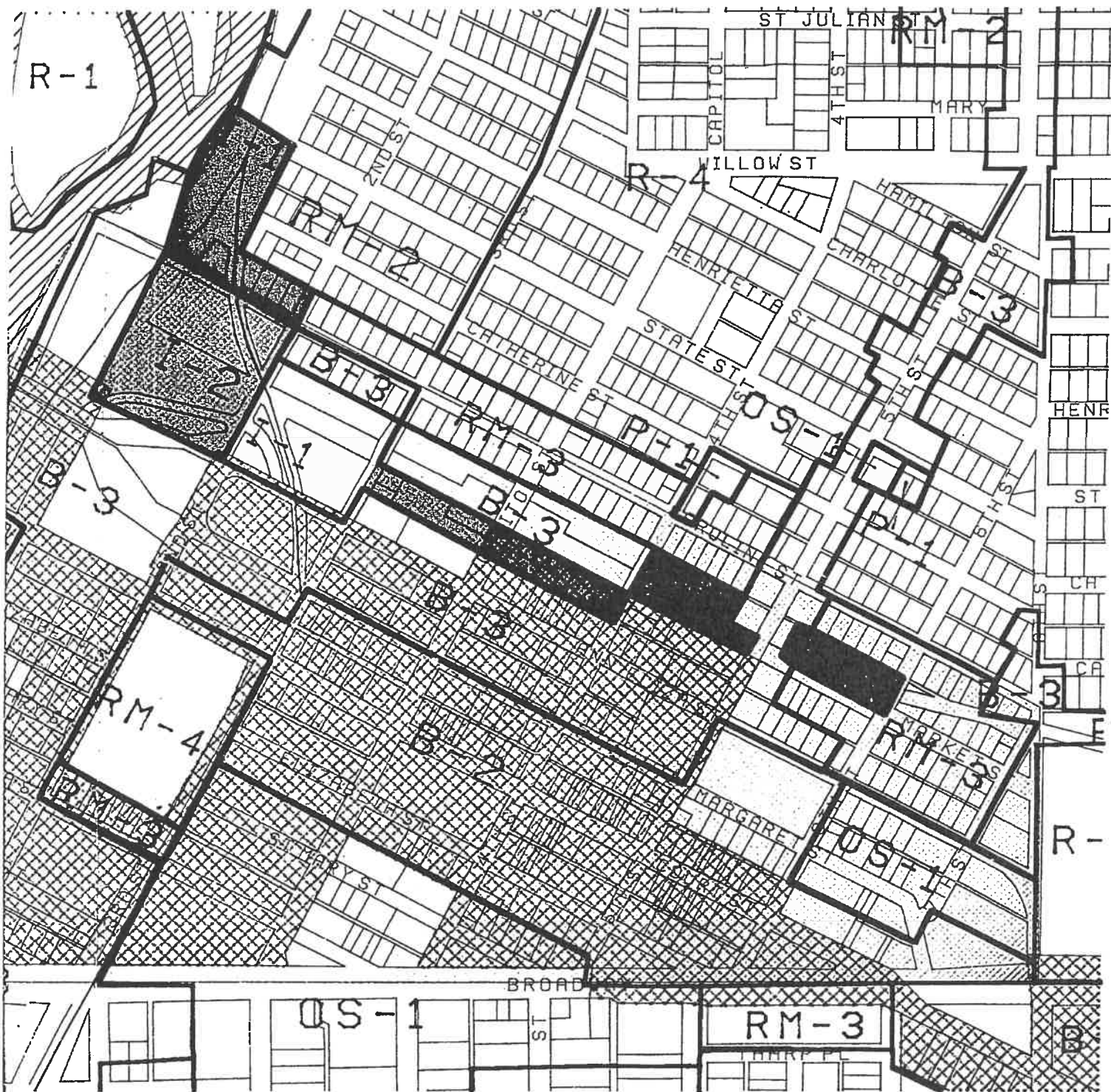


EXHIBIT "A"

CERTIFICATE

I, JAMES F. KAUTZ, CITY CLERK IN AND FOR THE CITY OF PEKIN,
IN THE COUNTIES OF TAZEWELL AND PEORIA, IN THE STATE OF ILLINOIS,
AND KEEPER OF THE RECORDS AND FILES THEREOF, AS PROVIDED BY
STATUTE, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, PERFECT
AND COMPLETE COPY OF AN ORDINANCE PASSED BY THE CITY COUNCIL OF
THE CITY OF PEKIN AT ITS COUNCIL MEETING HELD ON MARCH 7, 1994.



James F. Kautz
JAMES F. KAUTZ, CITY CLERK

CERTIF.ORD/MD2

	REQUEST FOR COUNCIL ACTION	
	Agenda Date: To: From:	April 22, 2024 Members of the City Council
AGENDA ITEM:	Resolution No. 126-23/24 Approving the Mayor's Re-appointments to the City of Pekin Economic Development Advisory Committee	
DESCRIPTION:		
FINANCIAL IMPACT: Requested Amount: Line Item: Budgeted Amount: Remaining Funds: Notes:		
REVIEWED BY:		
Katherine Swise, City Attorney John Dossey, City Manager Sue McMillan, City Clerk	Approved - 4/19/2024 Approved - 4/19/2024 New -	

Resolution No. 126-23/24 Approving the Mayor's Re-appointments to the City of Pekin Economic Development Advisory Committee

WHEREAS, the Mayor has appointed the following persons, John Campbell, Danielle Owens, Amy McCoy, Dennis Short, to serve on the Economic Development Advisory Committee for a three-year term until the First Monday in May, 2026.

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

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

Section 2. The Mayor's re-appointments of John Campbell, Danielle Owens, Amy McCoy, and Dennis Short to the City of Pekin Economic Development Advisory Board are approved.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

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: April 22, 2024
To: Members of the City Council
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 127-23/24 Annual Renewal of ESRI GIS Software

DESCRIPTION: The City of Pekin's Environmental Systems Research Institute (ESRI) Enterprise License Agreement for Geographic Information System (GIS) software expires 5/14/2024. 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: Type, size, and depth of sanitary and storm sewers in the City; Tracking which sewers have recent camera footage; Road Jurisdiction mapping; Inspections of storm sewer outlets; Zoning information for zoning maps; Street light locations; Traffic sign locations and replacement schedule; Street maintenance history; Solid Waste routing maps; Snow Removal routing maps, and much more. ESRI also integrates with the work order software that the Street Department has recently purchased in order to track work more effectively and efficiently. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$45,200.00 (Proposed FY25)
 Line Item: 100-009-538000
 Budgeted Amount: \$506,265.00
 Remaining Funds: \$506,265.00
 Notes:

REVIEWED BY:

Dean Schneider, Public Works Director	Approved - 4/8/2024
Katherine Swise, City Attorney	Approved - 4/17/2024
Robert Grogan, Finance Consultant	Approved - 4/17/2024
John Dossey, City Manager	Approved - 4/17/2024
Sue McMillan, City Clerk	New -

Resolution No. 127-23/24 Annual Renewal of ESRI GIS Software

WHEREAS, the City of Pekin's Environmental Systems Research Institute (ESRI) Enterprise License Agreement for Geographic Information System (GIS) software expires on May 14, 2024; and

WHEREAS, the City Council desires to renew the License Agreement pursuant to the terms set forth in **Exhibit A** attached hereto.

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

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

Section 2. The Quotation and Small Enterprise Agreement with ESRI attached hereto as **Exhibit A** is approved, and the Mayor is authorized to execute, and the City Clerk is directed to attest, the same, with such revisions as the Mayor deems necessary and appropriate.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

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

Mayor

ATTEST:

City Clerk



February 6, 2024

Josie Esker
City of Pekin
111 S Capitol St
Pekin, IL 61554-4188

Dear Josie,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Angie Bramer



Quotation # Q-497602

Date: February 6, 2024

Customer # 235934 Contract # ENTERPRISE AGREEMENT

City of Pekin
Information Technology Dept
111 S Capitol St
Pekin, IL 61554-4188

ATTENTION: Josie Esker
PHONE: (309) 478-5399
EMAIL: jaesker@ci.pekin.il.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/9/2023 To: 5/7/2024

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168440	1	Year 1	\$4,300.00	\$4,300.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168440	1	Year 2	\$4,300.00	\$4,300.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168440	1	Year 3	\$4,300.00	\$4,300.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Angie Bramer	Email: abramer@esri.com	Phone: (909) 793-2853 x8378
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 https://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 https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US 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 https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US 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 for customers located in the USA.		



Quotation # Q-497602

Date: February 6, 2024

Customer # 235934 Contract # ENTERPRISE AGREEMENT

City of Pekin
Information Technology Dept
111 S Capitol St
Pekin, IL 61554-4188

ATTENTION: Josie Esker
PHONE: (309) 478-5399
EMAIL: jaesker@ci.pekin.il.us

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/9/2023 To: 5/7/2024

Subtotal:	\$135,600.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$135,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Angie Bramer	Email: abramer@esri.com	Phone: (909) 793-2853 x8378
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 https://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 https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US 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 https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US 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 for customers located in the USA.		

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Location Sharing User Type Extension (Enterprise)
 10 ArcGIS Location Sharing User Type Extension (Online)
 9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 22, 2024
To: Members of the City Council
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 128-23/24 Approve Memorandum of Understanding with Alto Pekin, LLC for Grant Application

DESCRIPTION: Alto wishes to build a new barge terminal at their property at 1301 Front Street on the Illinois River that would have the capabilities of transferring commodities between truck, rail, and barge. Alto requests that the City act in the role of Public Sponsor/Applicant for PIDP Grant application to fund engineering, repairs, and equipment upgrades at the Alto Site. Alto has agreed to pay all construction costs for the barge terminal that will not be covered by the grant. They will also reimburse the City for any administrative costs incurred by the City for managing this grant. While this barge terminal will be on Alto's property, it will be publicly available. The barge terminal would be a benefit to other businesses in the Pekin area and may help to spur more growth in the Riverway Business Park. Staff recommends approval. The City and Alto applied for this same grant in 2023 and were not selected; this resolution is to renew the City's support of the project.

FINANCIAL IMPACT:

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

REVIEWED BY:

Dean Schneider, Public Works Director	Approved - 4/18/2024
Katherine Swise, City Attorney	Approved - 4/18/2024
John Dossey, City Manager	Approved - 4/18/2024
Sue McMillan, City Clerk	New -

Resolution No. 128-23/24 Approve Memorandum of Understanding with Alto Pekin, LLC for Grant Application

WHEREAS, Alto Pekin, LLC (“Alto”) owns and operates a production facility at 1300 S. Second St. in the City of Pekin; and

WHEREAS, Alto is exploring construction of a barge loadout facility on the Illinois River adjacent to its production facility and is pursuing a grant through the U.S. Department of Transportation Maritime Administration (“MARAD”) Port Infrastructure Development Program (“PIDP”); and

WHEREAS, to qualify for a MARAD PIDP grant, Alto requires a public sponsor/lead applicant and has requested that the City of Pekin serve in that role; and

WHEREAS, Alto has agreed to pay all application fees for the MARAD PIDP grant and to reimburse the City for any administrative costs related to the grant application.

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

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

Section 2. Alto’s request for the City to serve as Public Sponsor/Lead Applicant for the MARAD PIDP grant application is approved under the terms and conditions set forth on the Memorandum of Understanding attached hereto as **Exhibit A**.

Section 3. The Mayor is authorized to execute, and the City Clerk is directed to attest, the Memorandum of Understanding attached hereto as **Exhibit A**, with such changes as the Mayor deems necessary and appropriate, along with the PIDP grant application and any other documents necessary to facilitate such grant application as contemplated by **Exhibit A**.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

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

Mayor

ATTEST:

City Clerk



PEKIN BARGE & LOADOUT TERMINAL EXPANSION

Alto Ingredients, Inc. is a leading producer and distributor of specialty alcohols and essential ingredients for consumer and industrial segments, with four facilities across the U.S. Alto Ingredients plans to expand its Pekin, IL, facility, which is located on the Illinois River, with a new barge and liquid loadout terminal that will expand river access logistics for bulk material in a carbon-efficient way.

The new barge and liquid loadout terminal will increase access to carbon-efficient maritime transport, serving domestic and international markets with an efficient, multi-use facility.

Opportunities

- **Create multi-use facility** that can handle wet and dry materials and transload onto Illinois River barges
- **Increase river access** to agricultural customers in the region
- **Fill capacity gaps** from current and expected-to-be idled milling facilities
- **Increase maritime logistics**, reducing reliance on OTR transport
- **Reduce carbon emissions** with carbon-efficient barge shipping
- **Upgrade lighting and electrical infrastructure** to high-efficiency systems



Project Solution & Benefits

- **New barge and liquid loadout terminal** will expand river access logistics for bulk material (including distillers' dried grains [DDGS], soybean meal, soybeans, corn), alcohol and corn oil
- **Expanded bulk storage capacity:** DDGS, 1,675 tons; soybean meal, 1,675 tons; corn, 238,000 tons
- **Expanded rail access** will increase capacity and allow direct loading from rail cars to barges
- **New high-speed dump will support direct unloading** of grain material from trucks and rail cars into barges
- **New conveyor system will eliminate need to truck products across facility** for processing, reducing diesel fuel usage by approximately 5,250 gallons annually
- **Flat bulk material storage will help third parties ease logistical challenges** around winter weather, low river levels and lock maintenance



About Alto Ingredients

Alto Ingredients, Inc. is the leading producer and marketer of low-carbon renewable fuels and high-quality alcohol products in the U.S. Headquartered in Pekin, IL, with biorefinery plants in Illinois, Idaho, and Oregon, Alto Ingredients produces high-quality alcohols, protein, specialty feed and food products, low-carbon renewable fuel and CO₂, distillery and specialized yeast.

The company's Pekin, IL, facilities include Illinois Corn Processing (ICP), which produces high-quality, industrial and beverage alcohol, as well as ethanol and feed products. Pekin Wet Mill and Dry Mill produce ethanol fuel and J-grade alcohol, as well as a broad variety of feed products, including dry distillers' grains, corn oil, corn gluten meal, corn germ, gluten feed and distillers' yeast for animal, pet, and human food applications.



CONTACT

Patrick McKenzie • VP of Business Development and Engineering
pmckenzie@altoingredients.com • 209.487.2836



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 22nd day of April, 2024, by and between the City of Pekin, with its principal place of business at 111 South Capitol Street, Pekin, IL 61554 (the “City”), and Alto Pekin, LLC, with its principal place of business at 1300 South Second Street, Pekin, IL 61554 (“Alto”) (individually a “Party,” and collectively the “Parties”), and is intended to set forth the mutual intentions and obligations of the Parties hereto.

WHEREAS, Alto is in the business of producing ethanol, high quality alcohol, and essential ingredients at its production facility located at 1300 S. Second St, Pekin, IL 61554 (the “Alto Site”); and

WHEREAS, Alto is exploring construction of a barge loadout facility at the Alto Site (the “Protect”) aimed at expanding its business operations, and is pursuing a 2024 MARAD PIDP Grant (the “PIDP Grant”) to assist in the minding of the Project; and

WHEREAS, Alto is requesting that the City serve as its Public Sponsor/Lead Applicant in securing the PIDP Grant; and

WHEREAS, the Parties wish to memorialize their understanding of agreements reached and their respective responsibilities during and after the PIDP Grant application and award process.

NOW THEREFORE, the Parties, with the intent to be mutually and legally bound hereunder, agree as follows:

1. Alto requests that the City act in the role of Public Sponsor/Lead Applicant for the 2024 PIDP Grant application to fund engineering, repairs, and equipment upgrades at the Alto Site.
2. Alto will develop the PIDP Grant application with all costs associated with developing the PIDP Grant application borne exclusively by Alto.
3. Alto requests that City submit the completed 2024 Grant application to MARAD via Grants.gov.
4. All mutually agreed upon legal and administrative costs incurred by the City in the PIDP Grant application process will be reimbursed by Alto to the City.
5. Upon award of the PIDP Grant, Alto and City will enter into a legal agreement (the “Agreement”) outlining roles and responsibilities of Alto and the City related to the

administration of the PIDP grant and the following tasks:

- Arrange and ensure NEPA EA is performed and submitted to MARAD (including any follow-ups).
- Assist in negotiating Grant Contract with MARAD (including “Risk Registry”).
- Develop bidding documents and contracts with Project vendors in accordance with USDOT MARAD requirements.
- Prepare quarterly reports on Project costs (including percentage completion).

The Agreement will specifically state that Alto will reimburse the City for any administrative costs incurred.

6. Upon award, the City will bear none of the responsibility for construction costs for the Project, *with the exception of* any mutually-agreed upon legal and administrative costs incurred by the City which are to be reimbursed to the City by Alto.
7. Upon award, Alto and its engineering consultants will prepare MARAD required reimbursement requests and required reporting documents. The documents will be forwarded to the City for review and submission to MARAD.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first above written.

ALTO PEKIN, LLC

CITY OF PEKIN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 22, 2024
To: Members of the City Council
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 129-23/24 Approve ADA Transition Plan

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. The City entered into a Consent Decree via Resolution No. 413-22/23 to settle all claims asserted in the class action lawsuit. The Transition Plan is required by the Consent Decree, which was filed by the court on November 1, 2022. Per the Consent Decree, the City must approve a transition plan with 18 months of the file date, which means that the transition plan must be approved by May 1, 2024.

This item is to approve the City of Pekin ADA Transition Plan. This document was prepared by Thouvenot, Wade & Moerchen, Inc. (TWM), a civil engineering and consulting firm with a branch office in Peoria, IL. This document updates the document of the same name, which was prepared by the City of Pekin (City) in 2016. Staff made the Draft Transition Plan available to the public and the council on January 24, 2024, followed by a public open house on February 6, 2024. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: This document has various financial implications for multiple fiscal years. See attached.

Line Item:

Budgeted Amount:

Remaining Funds:

Notes:

REVIEWED BY:

Dean Schneider, Public Works Director	Approved - 4/18/2024
Katherine Swise, City Attorney	Approved - 4/18/2024
Robert Grogan, Finance Consultant	Approved - 4/19/2024
John Dossey, City Manager	Approved - 4/19/2024
Sue McMillan, City Clerk	New -

Resolution No. 129-23/24 Approve ADA Transition Plan

WHEREAS, on May 23, 2022, the City Council passed Resolution No. 413-22/23 approving a Consent Decree to settle claims made in a class-action lawsuit filed against the City alleging violations of the Americans with Disabilities Act; and

WHEREAS, the Consent Decree was approved and entered by the court on November 1, 2022; and

WHEREAS, the Consent Decree required, among other things. that the City update its ADA Transition Plan within 18 months following the entry of the Consent Decree by the court, or by May 1, 2024; and

WHEREAS, pursuant to the Consent Decree, civil engineering and consulting firm Thouvenot, Wade and Moerchen, Inc. ("TWM") prepared the ADA Transition Plan attached hereto as **Exhibit A**; and

WHEREAS, the Transition Plan was made available for public inspection on January 24, 2024, and a public open house was held on February 6, 2024, to allow for public input.

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

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

Section 2. The ADA Transition Plan attached hereto as **Exhibit A** is adopted and approved.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

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

Mayor

ATTEST:

City Clerk

ADA TRANSITION PLAN FOR PUBLIC RIGHTS OF WAY City of Pekin, IL

April 2024
Approved by Council:

(Note: report based on LiDAR data from August 2022)



PREPARED FOR:



111 South Capitol Street
Pekin, IL 61544

PREPARED BY:



Thouvenot, Wade & Moerchen, Inc.
8911 N. Prairie Pointe
Peoria, IL 61615

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List of Exhibits

- A. Public Involvement Items
- B. ADA Grievance Form
- C. IDOT Highway Standards - Curb Ramps for Sidewalks & Temporary Access for Sidewalk Closures
- D. ADA Compliance Results and Cost to Upgrade (by District)
- E. Target Installation Schedule (maps and list of projects)
- F. Listing of Available Grant Funding for Pedestrian Facilities
- G. City Hall Assessment (by Others)

List of Attachments

- I. 2016 Pekin ADA Transition Plan
- II. Consent Decree, including Schedule 4.1.7

1. Executive Summary

This document was prepared by Thouvenot, Wade & Moerchen, Inc. (TWM), a civil engineering and geospatial consulting firm with a branch office in Peoria, IL. This document updates the document of the same name, which was prepared by the City of Pekin (City) in 2016. A copy of the 2016 report is included as **Attachment I**.

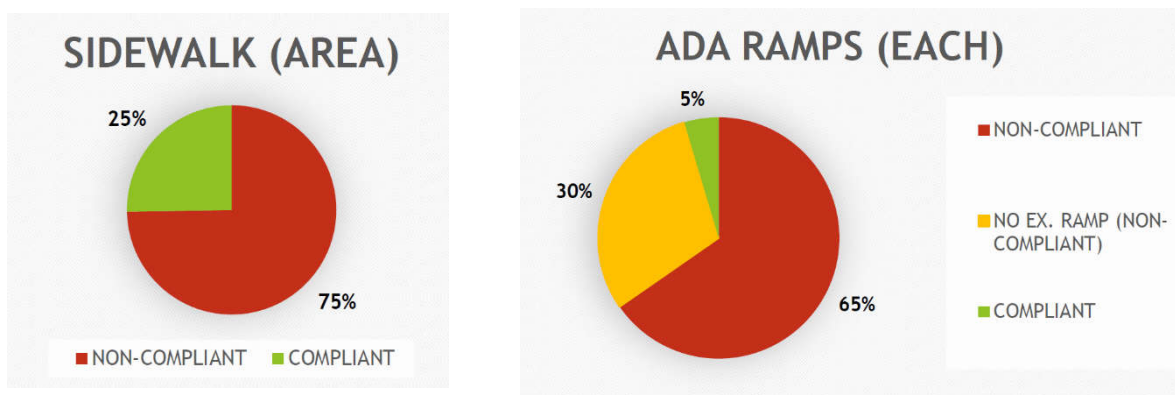
In 2018 a group of Pekin residents filed a federal lawsuit. The suit complained that the City's pedestrian infrastructure is largely inaccessible to people with mobility issues. In November 2022 the City entered into a consent decree (Decree) to address the complainant's issues. Per the Decree, the City will allocate or procure \$1.5 million on ADA upgrades by April 30, 2026. In addition, the City will allocate or procure \$250,000 minimum/year for the term of the Decree. The City also agreed to prioritize the areas noted in Schedule 4.1.7 of the Decree. See **Attachment II** for a copy of the Decree.

This document addresses many of the items presented in the Decree, including hiring a consultant to survey all sidewalks, curb ramps, and marked cross walks and create a transition plan to prioritize and replace non-compliant pedestrian facilities.

TWM created a GIS database for all existing pedestrian facilities in the City's public right-of-way. This database is integral to this report. The GIS database houses the collected data, was the means for reporting compliance and non-compliance, and the output formed many of the exhibits for this written report.

Moving forward from May of 2024, the GIS database is intended to be maintained by the City, with yearly updates as various pedestrian facilities are improved and/or added.

The City's existing pedestrian facilities had the following overall results:



2. Introduction

The City of Pekin is committed to making programs, activities, and services accessible to individuals with disabilities. The City's pedestrian system links neighborhoods, recreational resources, government facilities, retail centers, and business establishments. Pedestrian accessibility provides benefits not only for people with disabilities, but for the community at large. This document serves as the City's ADA Transition Plan (Plan) for pedestrian facilities in the public right-of-way (PROW). The City of Pekin is committed to complying with all federal and state regulations, and continuously improving the pedestrian system for the residents.

Various laws have been enacted to ensure that pedestrian facilities in the PROW are accessible and usable by all, including individuals with disabilities:

- **ADA** - In 1990, the US Congress passed the Americans with Disabilities Act (ADA). It was amended in 2008. This law prohibits discrimination based on disability. Specifically, Title II prohibits discrimination by public entities and applies to this document. It requires new construction by public entities to be accessible to people with disabilities by providing curb ramps and other design elements to allow for mobility by all, including those with wheelchairs, scooters, walkers, etc. Current ADA standards require curb ramps at existing pedestrian walkways in the PROW to be upgraded to current accessibility standards when adjacent roadways are resurfaced or reconstructed.
- **PROWAG** - In 2013, the Access Board issued Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) to supplement ADA and provide a more relevant application of accessibility requirements to street / PROW settings. The guidelines ensure that sidewalks, pedestrian street crossings, pedestrian signals, etc. constructed or altered in the PROW by state and local governments are readily accessible to and usable by pedestrians with disabilities. This is nationally considered best practice for pedestrian facilities in the PROW.

On August 8, 2023, the United States Access Board issued its "final rule" on PROWAG guidelines. This update was released after nearly all the analysis was completed for this study. Therefore, this report was completed using the 2013 PROWAG, including the 2.0% cross slope requirements vs. 2.1% now allowed.

- **EBA** - In 1997, the State of Illinois passed the Environmental Barriers Act, requiring minimum requirements to ensure that the built environment is designed, constructed, and altered to be accessible to and usable by all, including individuals with disabilities. The Illinois Accessibility Code was updated in 2018.

This document addresses the City's requirement to perform a self-evaluation and maintain a transition plan for compliance for the existing pedestrian facilities in the municipal PROW (sidewalks and curb ramps). This Plan identifies the City Official responsible for the maintenance of the Plan, identifies a grievance procedure, recommends a schedule to achieve compliance, and lays out plans for monitoring the Plan into the future.

The Plan utilizes the latest technology in data collection. Mobile LiDAR was utilized to collect detailed topographic data. A GIS database has been created for the City's sidewalk network within the PROW. The GIS format utilizes mapping with symbols and color coding to identify various features and degree of feature compliance. The GIS database is considered part of this Plan and is available on the City's website. <https://geoapps.twm-inc.com/PekinADA/>

3. Purpose

Specifically, the purpose of this Plan is to:

- Provide ADA Transition Plan Update to comply with the Decree
- Comply with applicable laws and codes regarding accessibility (both Federal and State)
- Complete a self evaluation to identify where pedestrian facilities in PROW exist in the City, and whether specific components are ADA compliant
- Determine replacement costs for non-compliant pedestrian facilities
- Determine priorities for non-compliant pedestrian facilities
- Prepare a 10-year plan for pedestrian facility upgrades using the fiscal requirements in the Decree
- Adopt design standards and guidelines
- Provide clarification regarding the City's grievance procedure
- Provide public notice and an opportunity for public participation
- Designate public officials responsible for implementation
- Provide plan to monitor progress

4. Definitions for this report:

- Accessible – an element or environment that provides equal access to those with disabilities as with those without disabilities
- ADA – American with Disabilities Act – Federal law enacted in 1990. In particular, Title II applies to public entities and is applicable to this document
- Compliant – fully conforms with ADA laws and PROWAG – for this document means geometrically accessible to those with disabilities
- CADD – computer aided drafting and design – generally refers to design and drafting of objects and materials via software that visualizes designs in 2-D and 3-D models
- CIP – Capital Improvement Plan
- City – City of Pekin, IL
- Crosswalk - a delineated path where pedestrians are to cross the roadway, usually at an intersection or curb ramp. Markings discourage diagonal crossing by pedestrians. Markings also alert vehicles of an established pedestrian crossing point.

- Curb Ramp – a short ramp cutting through a continuous barrier curb along the edge of a roadway to provide smooth pedestrian accessibility from a higher surface (usually sidewalk level) to a lower surface (usually roadway level) normally placed at street intersections.
- Curb and Gutter – linear elements (typically concrete) that confine the edge of a roadway and collect surface runoff from the paved roadway surface, conveying it to a storm drain system and preventing the erosion of adjacent slopes. Curbs also provide a safety barrier to adjacent pedestrian sidewalks.
- Decree – The consent decree that was entered into between the City of Pekin and a small group of Pekin residents as settlement to their lawsuit. The City is legally bound by the terms of the Decree.
- FHWA – Federal Highway Administration – provides stewardship over the construction and maintenance of the nation’s highways, bridges, and tunnels.
- GIS – geographic information system – computer-based tools used to capture, store, visualize, analyze, and interpret data related to positions on Earth's surface (i.e. mapping). Helps understand patterns, relationships, and geographic context with a wide range of collected data.
- IDOT – Illinois Department of Transportation – state agency in charge of state-maintained public roadways. Also administers federal, state, and local road-based funds to local public agencies.
- LiDAR - Light Detection and Ranging - remote sensing method that uses light in the form of a pulsed laser to measure ranges (variable distances) to the Earth. Can produce measurements/data similar to conventional topographic surveying. Mobile LiDAR collection uses LiDAR scanners to collect data while moving. These units capture data much faster than stationary LiDAR scanners and create large files of “point cloud data” – millions of survey data points spaced close together with specific x,y,z coordinates.
- LPA – Local Public Agency – for this document, the City of Pekin, IL
- MUTCD – Manual on Uniform Traffic Control Devices – FHWA document that sets standards for content and placement of roadway traffic signs, traffic signals, and pavement markings.
- Non-Compliant –for this document means at least one element does not geometrically meet every ADA or PROWAG law/policy/guideline, even though it may be substantially compliant.
- Plan – The ADA Transition Plan for Public Rights of Way (this document)
- PROW – public right-of-way - For this document, refers to City of Pekin municipally owned right-of-way (see ROW definition)
- PROWAG – Public Right-of-Way Accessibility Guidelines –Proposed Guidelines published by the United States Access Board, with more relevant application of accessibility requirements specific to street/public right-of-way settings. The PROWAG document is nationally recognized as a best practice and has been recommended for use by the Federal Highway Administration (FHWA).
- ROW - right-of-way – public land or property, usually in interconnected corridors, that is acquired for or dedicated to transportation and infrastructure purposes. For this document, refers to City of Pekin municipally owned right-of-way (see PROW definition).
- Sidewalk – paved pedestrian pathway typically along a roadway, often raised from street level and separated by a curb.
- Shared-Use Path (SUP) – off-road pedestrian facility designed for both pedestrians and bicyclists. For this document, they were analyzed and reported as sidewalks.

5. City Official Responsible for Implementation

The City Engineer serves as the ADA Coordinator for the City of Pekin. This person will serve as the primary point of contact on all issues related to facilities within the PROW. This person will respond to any ADA inquiries, service requests, and oversee the implementation of The Plan. All written comments should be addressed to:

Josie Esker, PE, SE
ADA Coordinator
111 South Capitol Street
Pekin, IL 61544
Ph: (309) 478-5399
Email: jaesker@ci.pekin.il.us

All new hires with supervisory responsibility for inspection, maintenance, repair, or construction of the City's sidewalks, crosswalks, and pedestrian ramps shall receive training from the Illinois Department of Transportation Technology Transfer Center or the Great Lakes ADA Center.

6. Public Involvement

Public Outreach is a part of the self-evaluation and transition plan requirement per Title II of the ADA, and public entities are required to engage in meaningful public participation as part of the ADA Transition Plan drafting and adoption process.

The City of Pekin has fulfilled this requirement by making the Draft Transition Plan available to the public on January 24, 2024 on the City's website, followed by a public open house on February 6, 2024. A meeting summary, as well as maps, exhibits, etc. presented can be seen in **Exhibit A**.

Additionally, the Transition Plan will be presented to City Council for review and input prior to adoption of the Transition Plan. Upon adoption, the City will post a copy of the Plan on their website at www.ci.pekin.il.us.

7. Grievance Procedure

The City's Department of Public Works has a form to request accommodations and/or sidewalk repairs. A copy is included in Exhibit B of this report. It is available on the City website as well at:

https://www.ci.pekin.il.us/ada_portal/file_a_grievance.php

Title II prohibits disability discrimination by all public entities. The City has an existing grievance procedure that was established in the 2016 ADA Transition Plan for filing complaints of alleged violations of Title II. This procedure is outlined below and available on the City's website:

- a. Complainant sends details of the alleged discrimination in writing to the ADA Coordinator
 - a. Include name, address, phone number.
 - b. Include location, date and description of the issue.
 - c. Alternate means of filing complaints can be provided upon request (personal interview, tape recording, etc.)
 - d. Submit as soon as possible, but no later than 60 days after the alleged violation.
 - e. Submit to the official ADA Coordinator, at the mailing address listed in Section 5 of this report.
- b. Within 15 calendar days of receipt, the ADA Coordinator, or their designee, will meet or speak with the complainant.
- c. Within 15 calendar days of the meeting, ADA Coordinator, or their designee, will respond to complainant.
 - a. Response will explain the position of the City and offer options for substantive resolution of the complaint
 - b. Response will be in a format accessible to the complainant.
- d. If the response does not satisfactorily resolve the issue, the complainant may appeal the decision to the City Manager within 15 calendar days after receipt of the response.
- e. Within 15 calendar days of receipt, the City Manager, or their designee, will meet with complainant to discuss the complaint and possible resolutions.
- f. Within 15 calendar days of the meeting, the City Manager, or their designee, will respond to complainant in writing with a final resolution.
- g. All written complaints and responses will be retained by the City for at least three (3) years.

The City's website has a page dedicated to grievances. It includes an on-line form to request sidewalk repairs (or other accommodations) that can be submitted directly via the webpage. Alternatively, complainants can contact the ADA Coordinator in writing. See **Exhibit B**.

https://www.ci.pekin.il.us/ada_portal/file_a_grievance.php

8. Design Standards

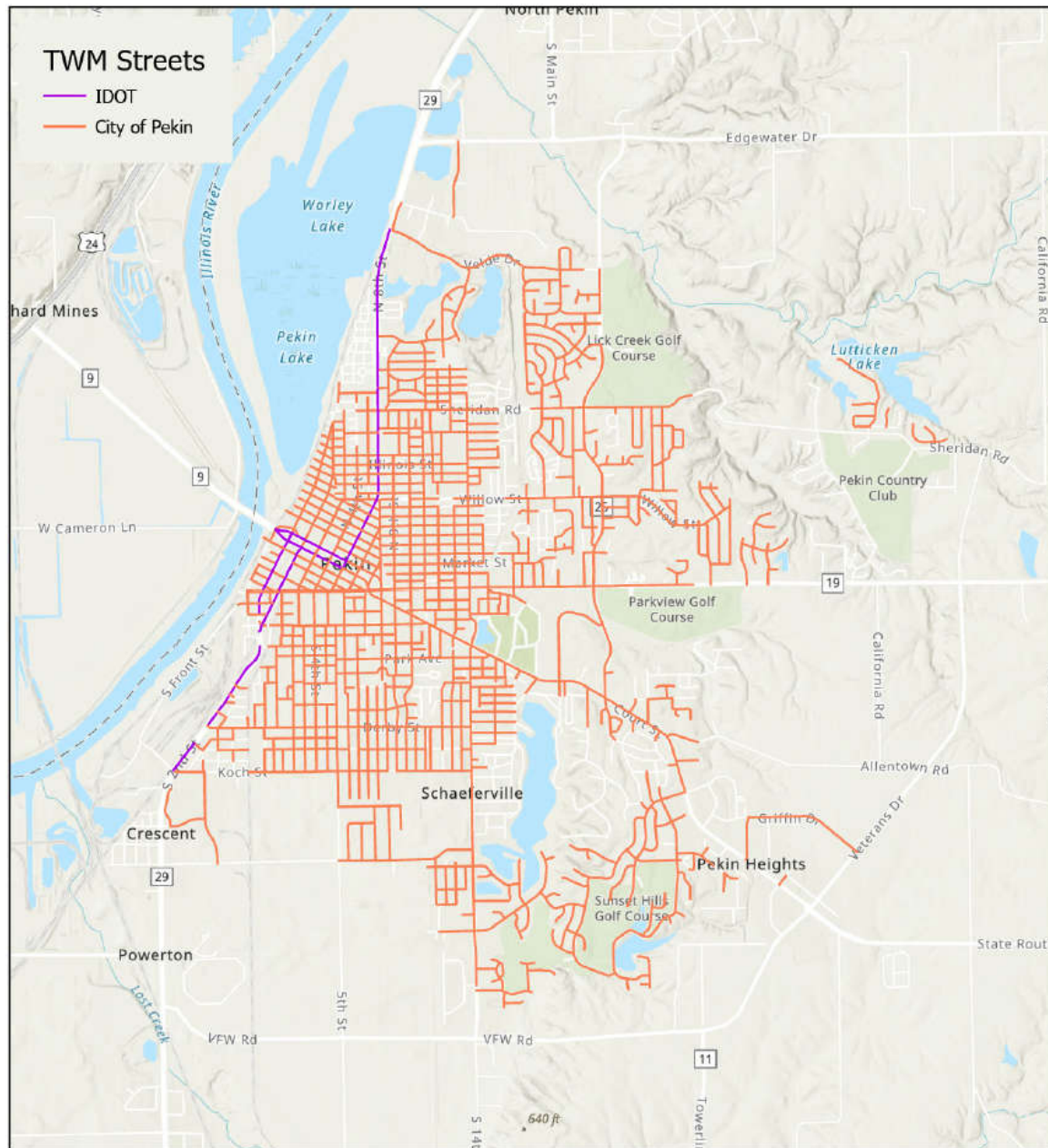
As part of an ADA Transition Plan, LPAs are to adopt technical guidelines that comply with ADA Standards. LPAs may adopt nationally accepted technical guidelines (i.e. PROWAG) or develop their own. LPAs may use Section 41-6 of the BLRS Manual to meet this requirement.

When the City undertakes construction or upgrade of existing sidewalks, crosswalks or pedestrian ramps, the City shall ensure that accessible temporary routes are provided through and around such construction utilizing IDOT Highway Standard 701801 or other appropriate details. This will include appropriate signage directing persons with mobility disabilities to such accessible temporary routes. Pekin will utilize the following for their technical guidelines:

- A) National references include:
 - ADA Law/Standards
 - PROWAG Guidelines
 - MUTCD – pavement striping, signage, or traffic control relating to bike and pedestrian travel
- B) State references include:
 - Illinois Accessibility Code
 - IDOT Bureau of Local Roads & Streets Manual (Ch 41 – Accessibility)
 - IDOT Standard Specifications for Road & Bridge Construction, including the following specific sections which will be consulted for construction specifications:
 - 424 – Sidewalks, Curb Ramps & Detectable Warnings
 - 606 – Concrete Curb and Gutters
 - 780 – Pavement Markings
- C) The City will utilize current IDOT Highway Standards for individual curb ramp designs, where applicable. IDOT provides for a variety of situations with their standards including seven (7) separate cases. These standards (from 2023) are provided in **Exhibit C** of this report, but new standards will be utilized as they become available. Additionally, the City will utilize 701801 for temporary closure of existing pedestrian facilities during construction.
 - 424001 Perpendicular Curb Ramps
 - 424006 Diagonal Curb Ramps
 - 424011 Corner Parallel Curb Ramps
 - 424016 Mid-Block Curb Ramps
 - 424021 Depressed Corner Curb Ramps
 - 424026 Entrance Alley Pedestrian Crossings
 - 424031 Median Pedestrian Crossings
 - 701801 Sidewalk, Corner, or Crosswalk Closure

9. Inventory of PROW/Self Evaluation

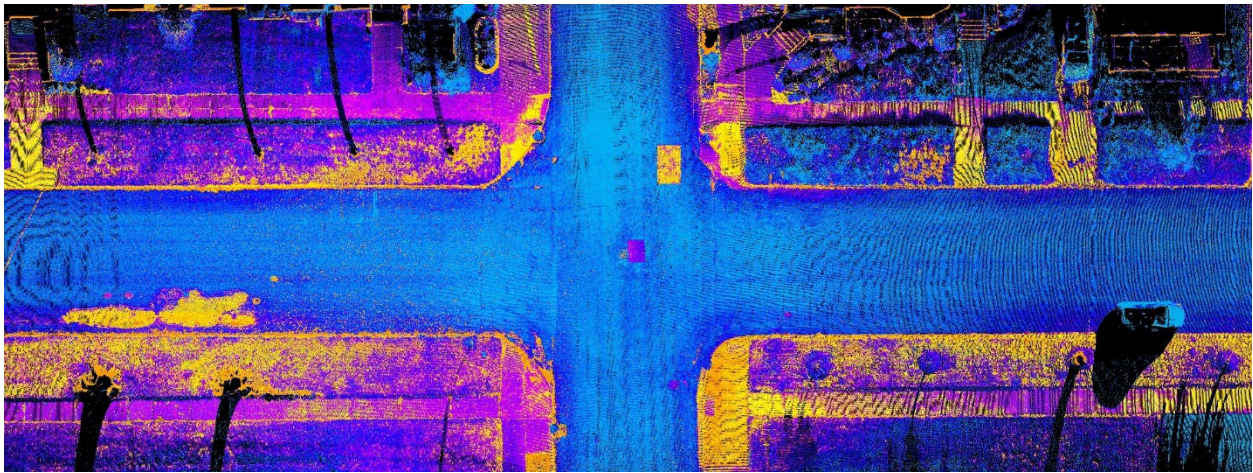
The City utilized local consultant TWM to collect LiDAR point cloud data throughout the PROW. TWM inventoried 133 centerline miles of City streets with mobile LiDAR during the months of August and September of 2022. Note the City has approximately 170 centerline miles total, but some streets do not have pedestrian facilities, so those were not surveyed as part of this inventory. Also note that some of the streets in Pekin are the jurisdiction and maintenance responsibility of IDOT. Pedestrian facilities that are not the City's maintenance responsibility were surveyed and inventoried, but not included in cost estimates or this plan.



Overall Map of Pekin, with roadway jurisdiction noted

The use of mobile LiDAR allowed for a thorough yet relatively quick way of gaining accurate dimensions and grades for all pedestrian elements within the PROW. Billions of points were collected, with the point density ranging from 50-200 data points per square foot spacing, depending on the varying speed of the collection vehicle and the varying distance to the object. Items inventoried included:

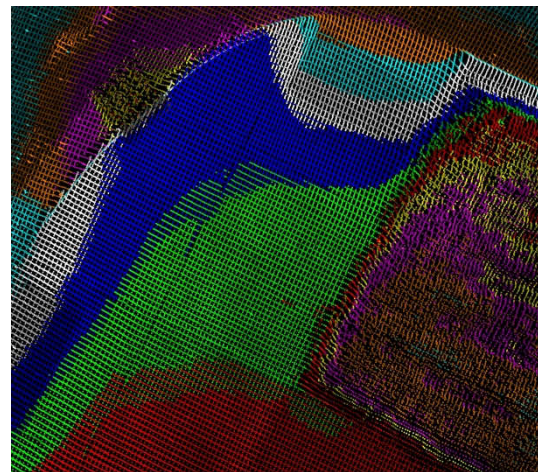
- Sidewalks
- Curb Ramps
- Curb/Gutters (in the vicinity of curb ramps only)
- Marked Cross walks (in the vicinity of curb ramps only)
- Sidewalk obstructions



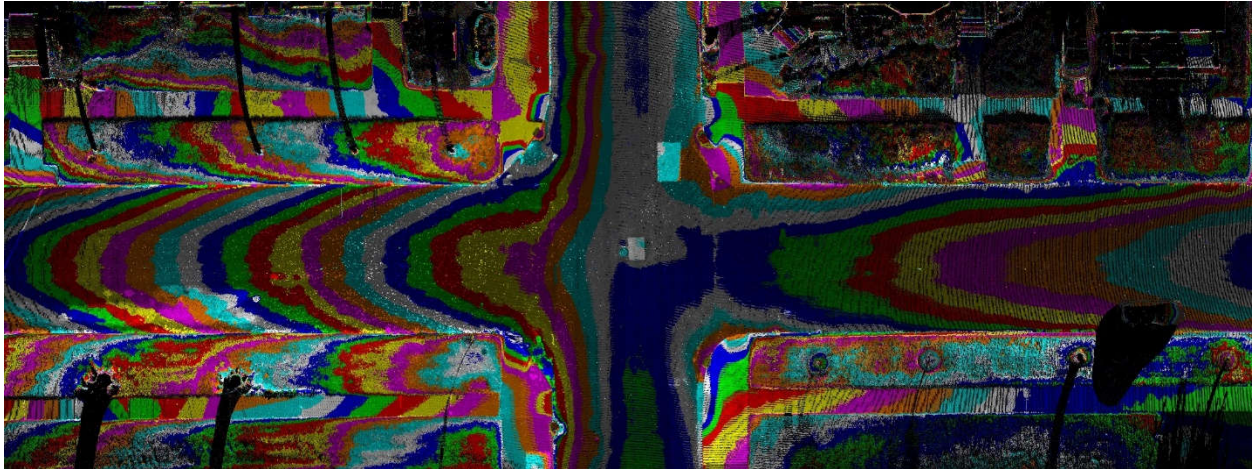
Screen shot view of typical data at an intersection with colored intensity for LiDAR reflectivity.

TWM next utilized specialized software (TopoDOT®) for extracting various metrics from the point cloud data, and determined which specific data points should be linked together to form the edges and surfaces of existing sidewalks, curbs, ramps, etc. These elements are then plotted in a CADD file. The various elements were analyzed with TopoDOT® to enumerate the various metrics (slopes, grades, offsets, etc.) with the geo-location of each of these features.

The CADD model is then linked to GIS, creating a database of the pedestrian facilities. Each element has various characteristics linked to it including its geo-location, various metrics regarding ADA compliance, and a color coding/numeric rating as assigned based on the level of compliance.

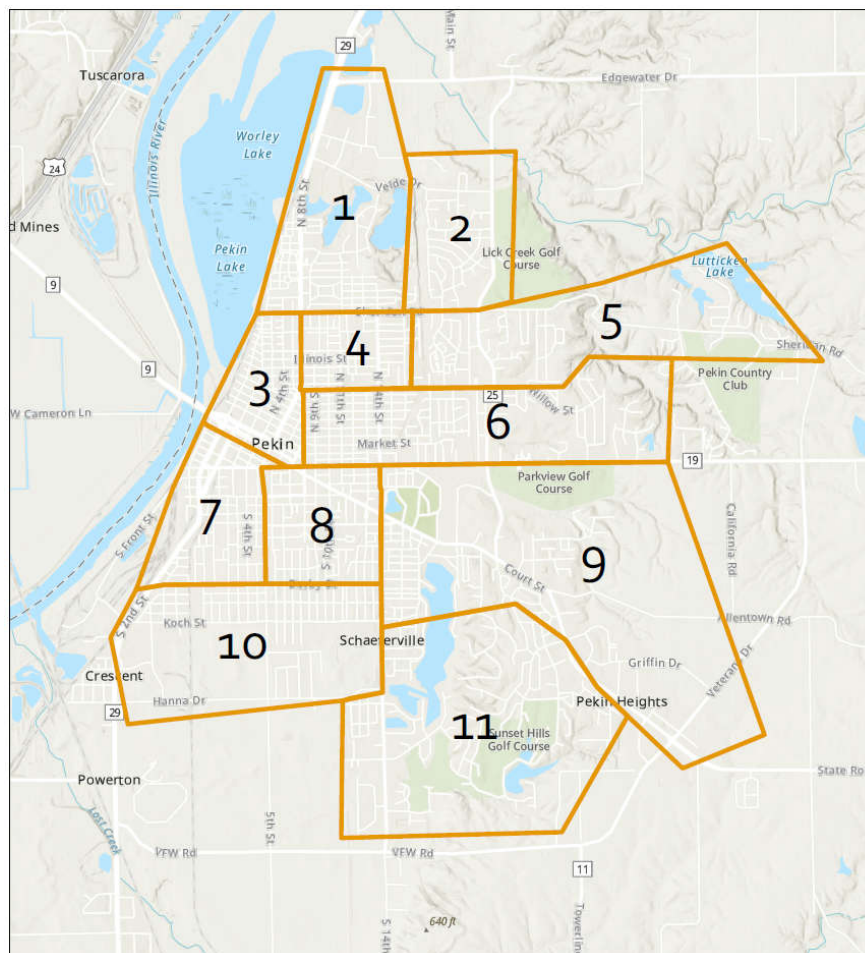


Inset detail at a ramp, to show LiDAR grid spacing



Screen shot view of typical data at an intersection with colored contours for elevations

To break the City up into more easily analyzed portions, the City was divided into 11 Districts. The Districts were created based on geometry of the roadways which made a clear and distinct drivable path for mobile LiDAR data collection.



Overall Map of Pekin, with individual District boundaries shown for data collection and analysis

In GIS, various layers are created and linked to each element. This allows for quick sorting of data and also for ease of visualization of the data. For instance, layers can be manipulated so that just curb ramps in District 2 can be printed out or just trip hazards in District 7 visualized on the screen. As mentioned before, the GIS database is considered part of the Plan. Please utilize the GIS Database to access the plethora of data available.

The following characteristics were linked to each element within the PROW:

- Sidewalk – width, longitudinal (running) slope, cross slope, presence of trip hazard
- Curb Ramps – width, gutter slope, longitudinal ramp slope, cross slope, presence of detectable warning, presence of trip hazard
- Obstructions – location of obstructions noted, also type (mailbox, fire hydrant, power pole, etc)
- Trip Hazards – location of vertical offset noted
- Crosswalks – pavement marking layout compliance, cross slope, longitudinal slope



Trip Hazard Example



Sidewalk Obstruction Example



Curb Ramp example with adjacent painted cross walk. Also adjacent sidewalk obstruction.

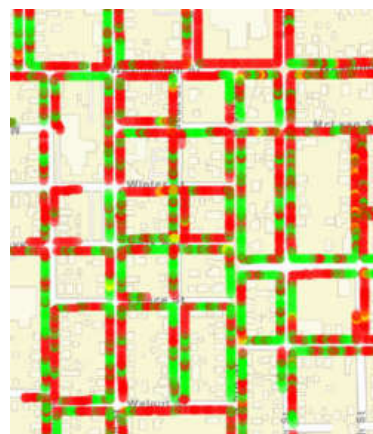


Sidewalk/Curb interface with missing ramp example. These locations were classified as a type of non-compliant curb ramp.

10. Compliance Analysis

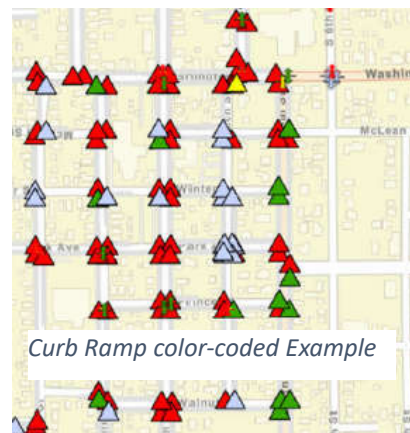
Once the inventory was collected and assembled into the GIS database, the information was analyzed to determine if the existing pedestrian elements were geometrically compliant with applicable ADA laws/PROWAG.

Smaller, specific elements such as curb ramps, obstructions, and trip hazards were able to be directly categorized by TopoDOT® and flagged in GIS – directly being assigned a pass/fail coding and applicable green shades or red shades for visual color code. The more continuous sidewalk elements were analyzed individually and rated in continuous sections of relevant similarity. The GIS model (linked, geo-database) is rich with data. Each element has various percent grades, widths, and other metrics noted. A GIS database user is able to click on various elements to see a plethora of data. This allowed TWM to utilize the database and classify the existing sidewalks as compliant or non-compliant. Note that all metrics must be in accordance with the ADA/PROWAG criteria to be compliant. Even if just one metric is non-compliant, the entire element will be classified as non-compliant. See the GIS Database provided.



Sidewalk color-coded Example

Only existing marked crosswalks were analyzed. Per the MUTCD, crosswalks should not be used indiscriminately. Not every pedestrian crossing requires pavement markings. They should be used where there is a substantial conflict between vehicular and pedestrian movements. Establishing these locations is beyond the scope of this report since this would require pedestrian counts, traffic counts, and crash history reviews. Therefore, crosswalk compliance was only considered at locations where existing pavement markings were already provided by the City. Engineering studies should be provided before crosswalks are installed away from traffic control signals or stop signs.

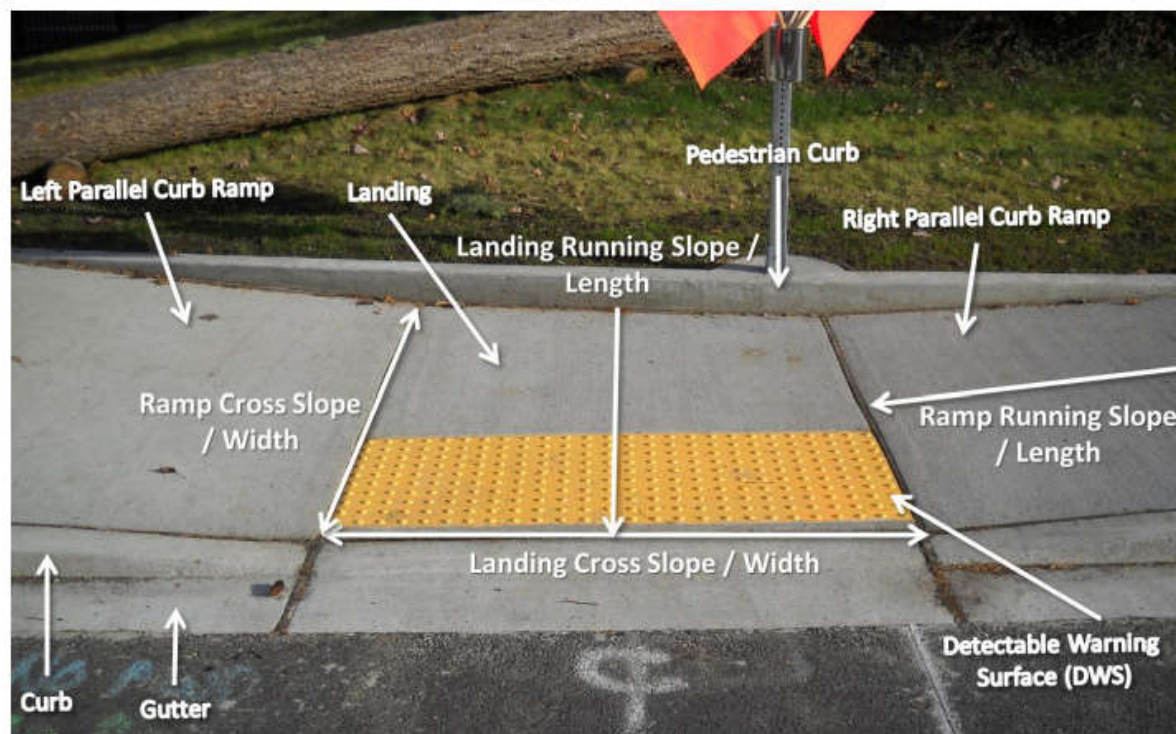


Curb Ramp color-coded Example

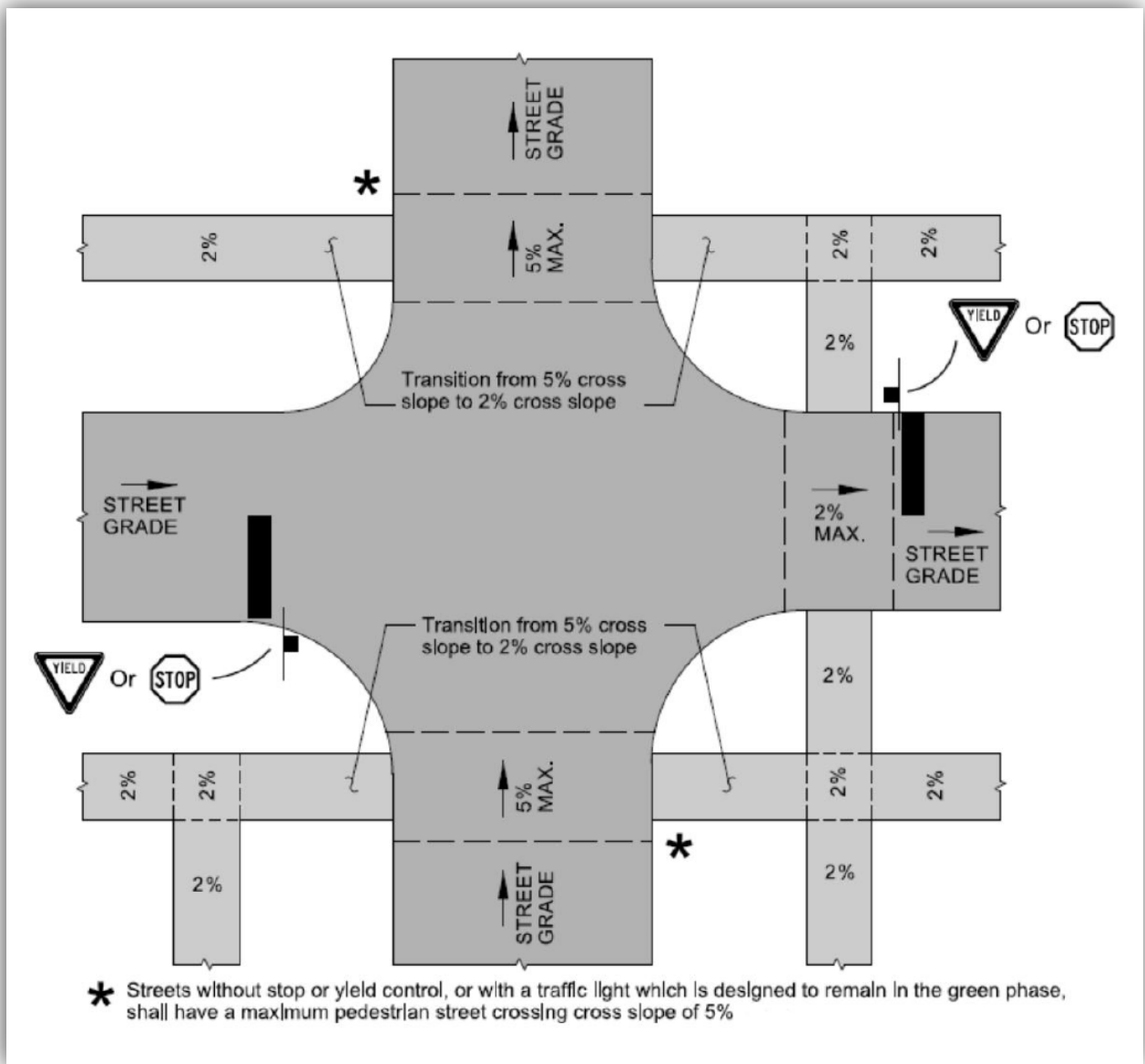
Crosswalk cross slopes were analyzed at marked cross walks only. However, these elements were not further analyzed for costs and/or part of the Plan, as correction of roadway slopes would be part of a larger, all-encompassing street project and beyond a standalone ADA upgrade.

The table below summarizes the criteria utilized in our analysis. **Exhibit D** has ADA compliance results detailed for each of the 11 Districts.

Location	Compliance Criteria Considered (2013 PROWAG)
Obstruction	Obstruction present (Y/N). Assume if present, then non-compliant. (actual requirement is > 48" clr from edge of obstruction to edge of sidewalk) City will evaluate upon repair.
Trip Hazard	Trip hazard greater than 1/4" vertical offset present (Y/N)
Curb Ramp (sidewalk/street intersection location)	Curb Ramp Present (Y/N) If yes: Longitudinal (running) Slope < 8.33% (1:12) Cross Slope <2% Longitudinal Gutter Slope <2% Width >48" Detectable Warning present (Y/N)
Sidewalks	Longitudinal (running) Slope < 5% (or equal to adjacent running slope of street) Cross Slope <2%
Marked (painted) Crosswalk – required at signalized intersections	Existing pavement markings comply with MUTCD (>6" line width) Cross slope <2% at stop/yield condition (longitudinal slope of roadway) Cross slope <5% at traffic signal (longitudinal slope of roadway) Longitudinal slope <5% (cross slope of roadway) See sketch next page



Sketch of various metrics at a typical curb ramp.



Sketch of allowable maximum cross walk cross slopes at intersections

The table below summarizes the existing conditions determined for the City's pedestrian facilities in the PROW:

SIDEWALK	
3,809,159	SQUARE FEET COLLECTED
2,846,281	NON-COMPLIANT
962,878	COMPLIANT
7,513	TRIP HAZARDS
699	OBSTRUCTIONS

ADA RAMPS	
2,318	NUMBER COLLECTED
1,515	EXISTING RAMP NON-COMPLIANT
696	NO EXISTING RAMP (NON-COMPLIANT)
107	COMPLIANT

MARKED CROSSWALKS	
200	NUMBER COLLECTED
38	NON-COMPLIANT STRIPING LAYOUT
108	NON-COMPLIANT ROADWAY GRADE
0	NON-COMPLIANT UNMARKED SIGNALS
54	COMPLIANT

Overall results for Pekin

11. Cost Estimates

Unit prices have been developed for the various improvements. These estimates are for current (summer 2023) pricing, and are “generic” in nature, and applied to the system via the GIS database. These unit costs are not meant to be specific, detailed estimates for individual locations, but used for determining approximate budgetary numbers (by average unit cost basis). The unit prices were developed to include an allowance for various elements and components typically associated with each specific improvement. For instance, curb ramp pricing includes existing ramp removal, new ramp layout & construction, and adjacent seeding. The following unit prices have been assumed for construction of the upgrades:

ITEM	UNIT	UNIT PRICE	ADJUSTED UNIT PRICE	DETAILS
Sidewalks	Sq Ft	\$10	\$16	Includes existing sidewalk removal, new sidewalk layout & construction, and adjacent seeding.
Curb Ramp Reconstruction /Construction	Each	\$5000	\$8000	Includes existing ramp removal (if present), adjacent curb /gutter removal, new ramp and curb/gutter layout & construction, and adjacent seeding.
Crosswalk Striping	Each	\$500	\$800	Apply standard crosswalk striping (6” wide white lines). Note the cost to rebuild existing roadway is not included.
Obstructions	Each	\$1000	\$1600	Cursory amount to represent cost of widening sidewalk around an individual obstruction.
Trip Hazards	Each	n/a	n/a	These elements are counted, but not priced, as a trip hazard causes the sidewalk to fail at that location. Correction is included in price of non-compliant sidewalk at that location.*

*May be able to correct simple trip hazards by concrete grinding or other methods.

Prices will be adjusted (increased) by 60% to include the following items which are not specifically and/or individually estimated at this time:

- In advance of an upgrade being scheduled for construction, the City should determine whether the city owns sufficient ROW for the project. If not, it is possible the adjacent land owner may be willing to donate, however, additional expense may be needed to acquire the necessary ROW or easements.
- Driveway apron/slope correction is not included in sidewalk pricing. Determination of extents of individual driveway reconstructions are beyond the scope of this contract.
- Professional services may be required to design/layout the elements prior to bidding or engaging a contractor for construction. However, depending on the nature of the upgrade, it is possible a contractor could lay out the upgrades to meet ADA as the work progresses. Therefore, no survey or engineering fees are included in these prices.

Finally, note that 2022 and early 2023 have seen a time of unprecedented inflation. Every attempt was made to have accurate estimates, but it is difficult to foresee how long the steep inflation curve will continue with construction materials and labor costs.

For the City to upgrade every single non-compliant component in their PROW identified in the GIS database, the following construction costs are estimated (by District):

TOTAL COST FOR ADA COMPLIANCE						
LOCATION	REPLACE NON-COMPLIANT SIDEWALK	REPLACE EXISTING RAMP (NON-COMPLIANT)	PROVIDE NEW RAMP NO RAMP PRESENT (NON-COMPLIANT)	OBSTRUCTION ELIMINATION	RESTRIPE CROSSWALK	TOTAL COST
DISTRICT 1	\$2,780,814	\$400,000	\$440,000	\$97,600	\$0	\$3,718,414
DISTRICT 2	\$3,444,313	\$344,000	\$376,000	\$49,600	\$0	\$4,213,913
DISTRICT 3	\$6,726,591	\$2,304,000	\$584,000	\$46,400	\$8,800	\$9,669,791
DISTRICT 4	\$2,257,333	\$720,000	\$680,000	\$36,800	\$0	\$3,694,133
DISTRICT 5	\$3,242,670	\$512,000	\$120,000	\$315,200	\$0	\$4,189,870
DISTRICT 6	\$7,059,750	\$1,584,000	\$1,176,000	\$164,800	\$0	\$9,984,550
DISTRICT 7	\$4,120,721	\$1,800,000	\$400,000	\$60,800	\$3,200	\$6,384,721
DISTRICT 8	\$4,194,333	\$1,592,000	\$720,000	\$64,000	\$6,400	\$6,576,733
DISTRICT 9	\$2,868,175	\$1,088,000	\$312,000	\$75,200	\$3,200	\$4,346,575
DISTRICT 10	\$2,826,557	\$1,016,000	\$216,000	\$49,600	\$8,000	\$4,116,157
DISTRICT 11	\$6,019,224	\$760,000	\$544,000	\$158,400	\$800	\$7,482,424
COST						\$64,377,282

Note: Facilities that are IDOT maintenance responsibility are NOT included in these pricings. Along IDOT jurisdictional roadways, IDOT is responsible for the ramps crossing the IDOT highway. However, the City is responsible for maintaining the sidewalks along IDOT roadways.

Exhibit D has detailed information, listed by facility type and quantities for each District.

12. Prioritization

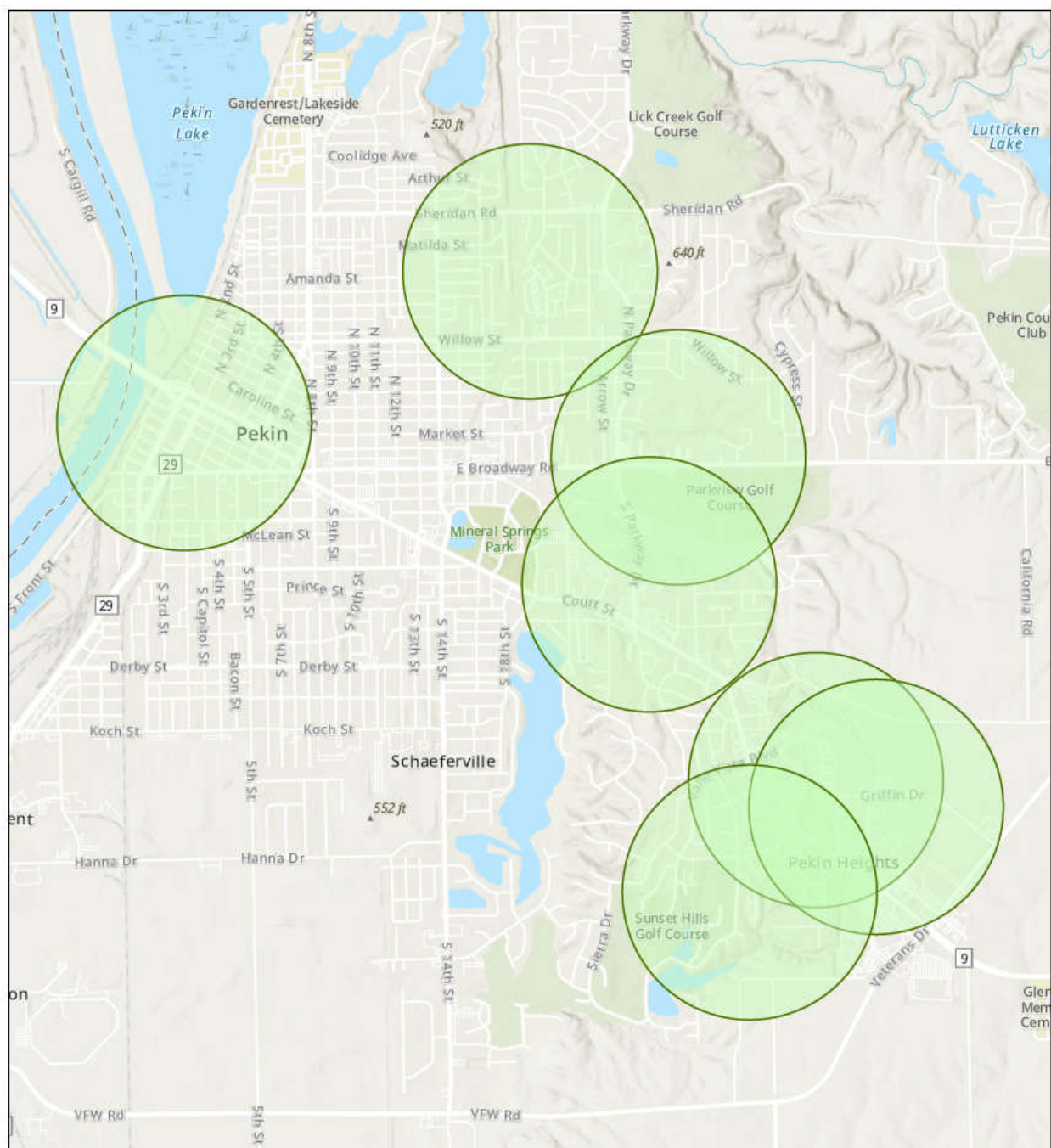
Once the non-compliant elements are determined and priced, the next step was to prioritize the non-compliant pedestrian facilities. Like many types of aging infrastructure, not all the needs will be able to be immediately met due to budgetary constraints.

The prioritization criteria were determined by the Decree and at the discretion of the City Engineer. The first priority was a specific written schedule of 46 items to be addressed. See **Attachment II** for Decree Schedule 4.1.7. Some of the items listed in the schedule are not within the scope of this report (i.e. storm sewers, parking lots, etc). The ones that pertain to pedestrian facilities in the PROW were included in the priority for this report. This initial priority schedule is being addressed by the City separately. Some of the priority schedule had already been addressed prior to the development of this plan.

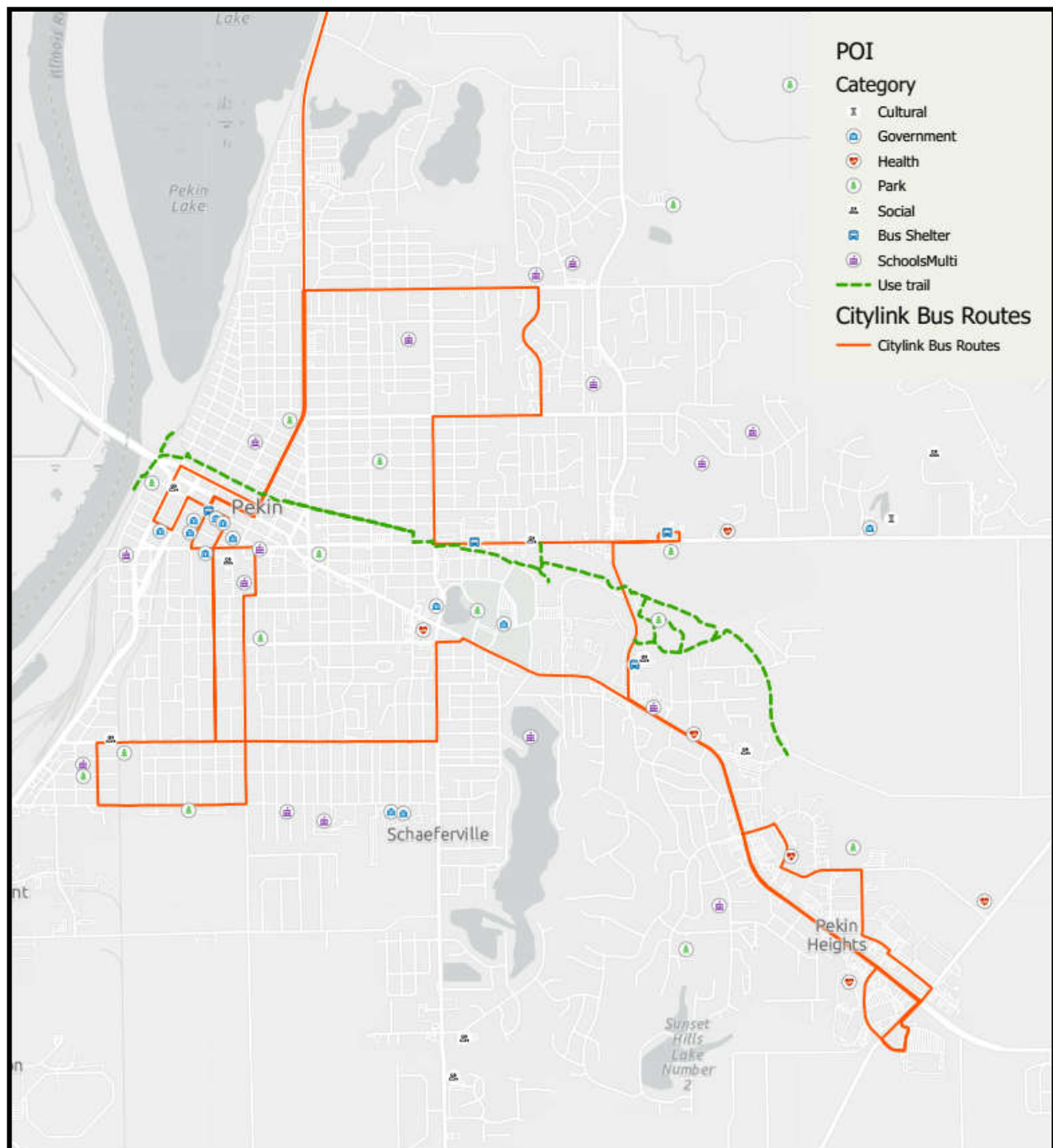
This report attempts to prioritize and schedule the work to be accomplished with the City's \$250,000 annual allotment. The first level of prioritization for this allotment was identified as "hazardous" in the Decree. Given the nebulous definition of hazardous, the consultant was contracted to identify locations only as compliant or non-compliant. It was determined that additional prioritizations had to be created to subdivide the potential improvements further.

The next set of prioritization factors were geographic based. Per the Decree, priority circles were drawn with a 0.5-mile radius centered on the address where each of the seven (7) representative plaintiffs reside (see sketch next page). The area covered by these circles covers a large percentage of the City and the repairs total well beyond the yearly budget allotment. Therefore, further prioritizations were made. Pedestrian facilities in close proximity/adjacent to the plaintiff addresses were prioritized and then main thoroughfares within plaintiff priority circles were given the next priority. Main thoroughfares were given next priority due to the benefit that would be seen by the majority of the public as well as plaintiffs.

Beyond that, geographic-based criteria would be utilized; for example, close proximity to public facilities and high pedestrian traffic areas such as schools, hospitals, libraries, bus stops, places of employment, shopping areas, group living communities, etc. However, due to budget constraints, the target installation schedule (first 10 years) does not get into these types of locations. These criteria can be utilized for projects beyond the 10-year plan. See Overall map of Pekin provided with pedestrian generators noted.



Overall Map of Pekin, with ½ mile radius priority circles (plaintiff residences)



Overall Map of Pekin, with pedestrian generators noted

13. Target Installation Schedule

Implementing physical changes to the City's infrastructure will take time and resources to properly plan, design, and upgrade existing facilities. The City is committed to ensuring that all new construction built by the City will be built to current ADA/PROWAG Standards.

The following is the City's Plan for ADA Improvements in their PROW:

A. Scheduled, Stand-alone Pedestrian Upgrades - Prioritization gives a method to decide which remediation-type projects will be constructed in which order, and the City plans to address and remove barriers to accessibility based upon the priorities outlined in this Plan. The improvements have been systematically chosen based on established priorities from the Decree and the City.

A1. The City has dedicated, set aside funds to address ADA upgrades to the PROW. As stated earlier in this document, approximately \$1,500,000 is to be appropriated or procured to address ADA upgrades between the effective date of the Decree (Nov 2022) and April 30, 2026. (See **Attachment II** for Decree, including Schedule 4.1.7 – Class Identified Priority Remediation List. Also see map next page for visualization of this schedule)

Note the City is beginning three projects that will address these high priority areas, specifically:

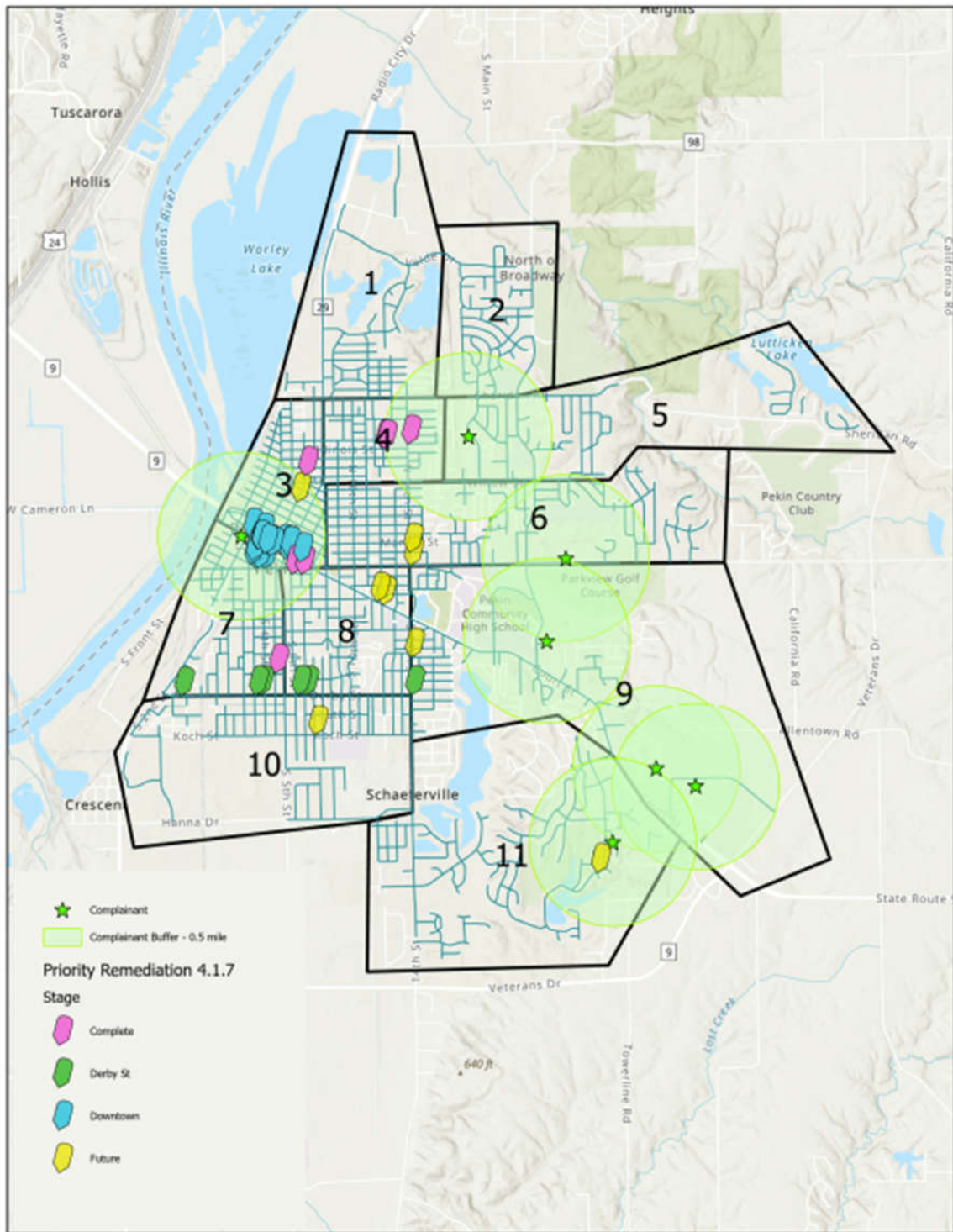
Proposed Upcoming Construction Projects (with estimated ADA related costs)

\$650,000	Derby Street Project (2023 & 2024)
\$740,000	Court Street Project (2024)
\$500,000	Downtown Project (2025)
\$1,890,000	Total

Additional Planned future Construction Projects (with estimated ADA related costs)

\$450,000	Court Street north side Project (2025)
\$450,000	Court Street south side Project (2026)
\$900,000	Total

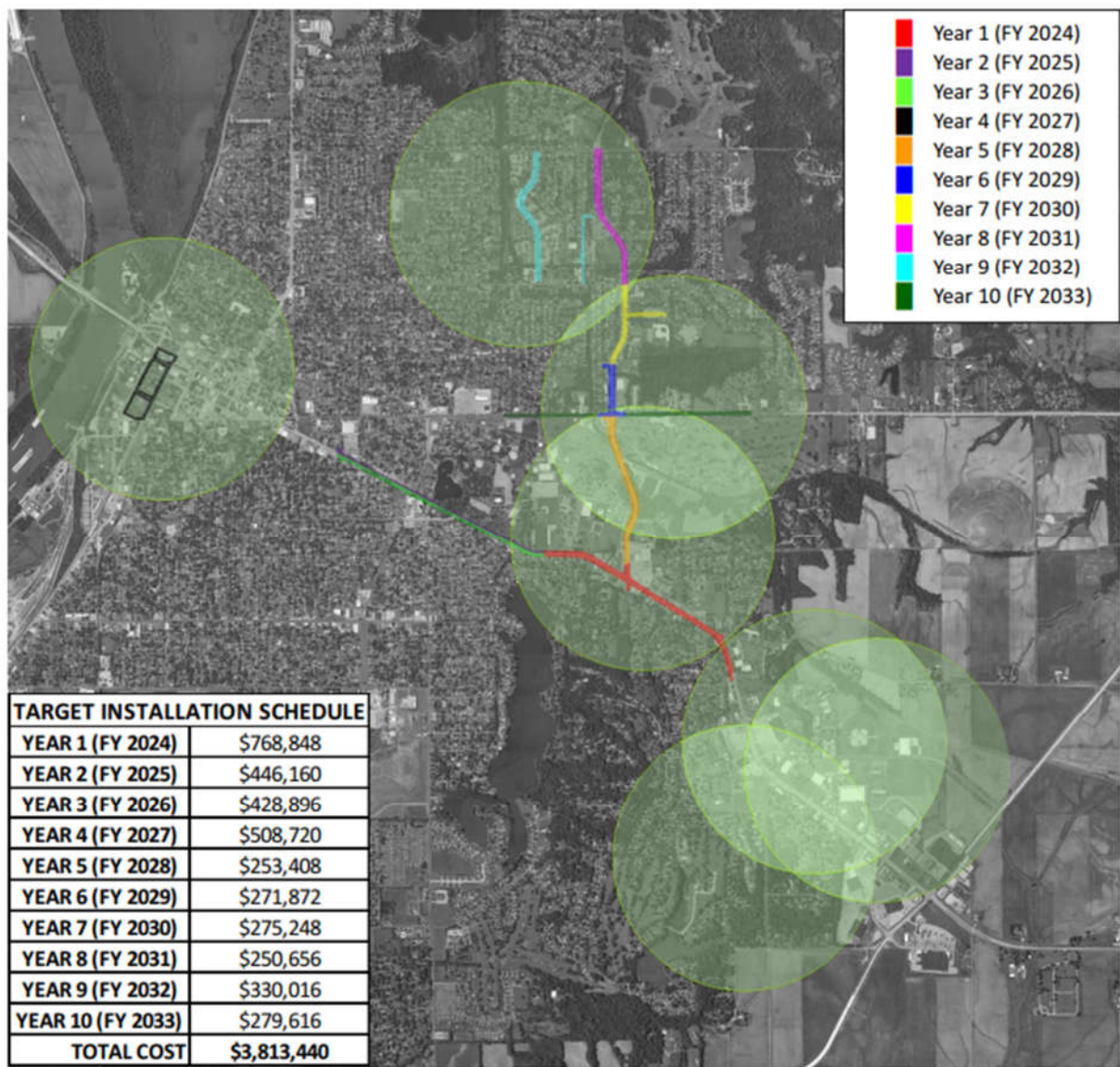
These areas are subject to change at the discretion of the City Engineer.



Overall Map of Pekin, with ½ mile radius priority circles and locations of individual remediations listed in Schedule 4.1.7.

A2. In addition, the City will appropriate or procure a minimum of \$250,000 each fiscal year over the term of the consent decree on ADA upgrades within the PROW. This 10-year construction plan was prioritized based on the discussion in Plan Section 12. The main thoroughfares were divided by logical termini for runs of sidewalk so that a project doesn't truncate at a random location. Note the City reserves the right to modify these priorities in order to allow flexibility to address emergencies, specific community requests, opportunities with adjacent roadway maintenance projects, grant funding availability, et cetera, at the discretion of the City Engineer.

Below is a summary and map of the projected annual costs for the next 10 years. More detailed maps and lists are presented by year in **Exhibit E**. Note that all costs are based on summer 2023 pricing and should be adjusted by the appropriate rate of inflation in years 2-10.



Target Installation Schedule (See Exhibit E for more detail)

B. Trip Hazards – This report identifies over 7,500 trip hazards over the 11 Districts. The City will attempt to repair all trip hazards within 10 years by repairing approximately 750 annually in locations at the discretion of the City Engineer. “Repair” shall constitute slab replacement, grinding, sawing, slab jacking, or addition of an asphalt ramp.

C. Pedestrian items Incorporated with Capital Improvement Projects - For existing infrastructure, it is anticipated that accessibility upgrades will be performed in conjunction with other projects and/or infrastructure upgrades occurring within the City. The ADA Coordinator will annually review all planned projects in the PROW and compare project locations to locations of known accessibility issues.

- Routine maintenance/patching: Work that is limited to specifically repairing spot areas in the PROW, that do not impact adjacent pedestrian facilities could proceed without ADA modifications. However, any repairs or maintenance work directly affecting accessibility shall provide new or necessary upgrades to impacted existing accessible features to meet current standards.
- Roadway Upgrades – as existing city streets are resurfaced, any existing pedestrian ramps abutting construction not meeting current criteria will be upgraded to be compliant with ADA/PROWAG Standards. Additionally, non-compliant crosswalks adjacent to curb ramps will also be upgraded.
- Roadway Reconstruction - Pedestrian facilities are often part of a bigger roadway project. For these types of projects, upgraded pedestrian facilities will be incorporated into those plans.
- As City-owned traffic signals are reconstructed, pedestrian push buttons will be upgraded to most recent standards or added if non-existent.

D. Additional Sources of Funding - Like many types of aging infrastructure, the needs will be greater than the funds available. The City will attempt to solicit grant funding to make the set aside funds go further. Grants such as Safe Routes to School (SRTS) and Transportation Alternatives (both TAP & ITEP programs) are dedicated pedestrian facility funds. Other federal grants will fund pedestrian components (HSIP, STP, etc). Many of these types of programs are competitive type grants, therefore, agencies aren’t guaranteed to receive these funds. The City will assess these programs as they become available, and decide whether to expend the effort to pursue the grant opportunity. Once the grant is secured, the project would progress based on requirements and reviews from other agencies such as IDOT or FHWA, which may delay a planned pedestrian project from the initial schedule presented herein. See **Exhibit F** for a listing of various grants and their uses.

E. Items to Note

1. ADA does not require the City to construct new sidewalks where they do not currently exist.
2. The City does not maintain a staffing level capable of handling multiple design projects a year. Therefore, in general, the City will sometimes utilize outside design consultants for the design of pedestrian facilities.

3. The City is not required to undertake any action that would represent an undue burden. Undue burden means significant difficulty or expense when considering the nature and cost of the accommodation in relation to the size, resources, and facility of the specific operation. The undue burden is determined on a case-by-case basis and shall include concurrence of the ADA Coordinator and must be accompanied by a statement citing the reasons for reaching the conclusion. The determination that undue burdens would result must be based on an evaluation of all resources available for use in the programs.

F. Maintenance

1. The City of Pekin will perform snow removal on sidewalks. Snow removal locations shall be prioritized by the discretion of the Public Works Director or their designee. If specific requests are made for snow removal on the basis of accessibility, the City will prioritize those areas as well.
2. City Staff will inspect sidewalks that were repaired after the LiDAR data was collected in 2022 at the discretion of the City Engineer. Inspections shall be performed prior to the implementation of the subsequent transition plan.

14. Monitor Progress

- A. **Construction Verification** – The City (or their consultant) will field verify pedestrian facilities for compliance once a specific construction project is complete. Field inspections may be performed both during and after work is performed. These include:
- Local/MFT funded projects with pedestrian facilities in the PROW
 - Federally funded projects with pedestrian facilities in the PROW
 - New subdivision streets with pedestrian facilities in the PROW
 - New commercial or governmental developments with pedestrian facilities in the PROW
 - Homeowner upgrades to the sidewalk in front of their home
- B. **Plan Updates** - The ADA Coordinator will review the Plan and update in approximately 5 years.
- Note progress towards improving accessibility
 - Incorporate public requests received, as deemed appropriate
 - Adjust unit construction pricing to current conditions
 - Adjust schedules/priorities as City budgets and grant fundings fluctuate
- C. **GIS Database Updates** - As pedestrian facilities within the PROW are constructed or re-constructed, the City (or their consultant) will update their GIS database to reflect these improvements. The GIS database will also be used to assist with decision making. The database will recalculate costs (given new unit prices) for various upgrades. The database will also help with re-prioritization and scheduling the yearly pedestrian work. See the GIS Database for same information, as well as a plethora of additional data.

15. Website Accessibility

The ADA requires that government websites have accessible features for people with disabilities. The City of Pekin is committed to making its website accessible to the widest possible audience:

We are constantly working to increase the accessibility and usability of our website. We strive to meet W3C WAI's Web Content Accessibility Guidelines 2.0. If you use assistive technology (such as a Braille reader, a screen reader, or TTY) and the format of any material on this website interferes with your ability to access information, please contact the ADA Coordinator at 309-478-5399 or email jaesker@ci.pekin.il.us

16. City Facilities and Public Meetings

Under Title II of the ADA, the City must ensure that all its physical assets are ADA compliant, including existing (but not limited to) and newly constructed features. City facilities are defined to include office buildings, airports, and maintenance buildings, and city owned parking lots. The City will review building and construction policies to ensure the construction of new facilities or parts of a facility, or the alteration of existing facilities after March 15, 2012, conforms to standards designated under the ADA Title II regulations. All building construction projects are reviewed for compliance with the 2010 ADA Title II Standards for Accessible Design and the Illinois Accessibility Code.

The City must review its policies and procedures to ensure individuals with disabilities are provided access to public meetings. Should the City become aware of issues limiting or preventing access, corrective action to address the barrier will be a priority. Individuals with disabilities who plan to attend the council, board or commission meetings and may require a reasonable accommodation to observe or participate, or those with questions about the accessibility of the meeting, should contact ADA Coordinator at 309-478-5399 or email at jaesker@ci.pekin.il.us. Public meetings are generally held at City Hall at 111 S. Capitol Street. See **Exhibit G** for detailed results of the accessibility survey of Pekin's City Hall. See the Table below for the plan to remediate existing facilities, at the discretion of the City Engineer.

<u>Building</u>	<u>Address</u>	<u>Assessment</u>	<u>Priority/Timeline for Assessment or Remediation</u>
City Hall & Police Dept.	111 S. Capitol Street	See Exhibit G	All publicly utilized areas to be remediated by end of 2030.
Airport	13906 Airport Lane	Significantly ADA Compliant	Low public use; low priority. Bathrooms have recently been upgraded.
Public Parking Lot	407 Ann Eliza	Non-Compliant	Not heavily used; low priority
Public Parking Lot	354 Margaret Street	ADA Compliant	n/a
Public Parking Lot	510 Margaret Street	Non-Compliant	To be replaced by end of 2030.
Public Parking Lot	300 Margaret Street	Non-Compliant	To be replaced by end of 2030.
Fire Station #1	32323 Court Street	Non-Compliant	Full evaluation to be completed by 2025.
Fire Station #2	1000 N. 14th Street	Non-Compliant	Working on design of new replacement fire station.
Fire Station #3	272 Derby Street	Non-Compliant	Working on design of new replacement fire station.
Bus Department	1130 Koch Street	Non-Compliant	Not open to the public. Full evaluation to be completed in 2025.
Mechanics Building	1130 Koch Street	Non-Compliant	Not open to the public. Full evaluation to be completed in 2025.
Street Department	1208 Koch Street	Non-Compliant	Not open to the public. Full evaluation to be completed in 2025.
Waste Water Treatment Plant	600 S. Front Street	Non-Compliant	Not open to the public. Full evaluation to be completed in 2026.
Colson Building	120 St. Mary Street	Non-Compliant	Not open to the public. Used for storage only. Low priority.

Exhibit A

Public Involvement Items

Public Meeting Summary

The City hosted a public open house on February 6, 2024 from 5:00 pm to 7:00 pm. The meeting was held at Pekin Public Library and was highlighted on the 10 pm local news. Notifications for the event were disseminated on multiple platforms including the City's webpage and local newspapers. In addition, all exhibits were posted on the City website, along with public comment forms.

- The meeting was attended by 7 persons.
- The discussion generally revolved around public curiosity as to prioritization of the Target Installation Plan.
- Some discussion involved specific curbs/ramps throughout the City. City staff took note of those in question for future review.

Three (3) comments were received the night of the meeting, and an additional 24 emails were received regarding the Draft Transition Plan. Comments are summarized below:

	# Comments	Summary of Comment
Commenter #1	1	Comment on Diagonal Curb Ramps in general, various suggestions to add lights to pedestrian crossings, and overall comment on plan
Commenter #2	1	Comment on specific locations that appear to be non-compliant to commenter
Commenter #3	1	Comment on prioritizing pedestrian connectivity for neighborhoods vs. along main routes.
Commenter #4	1	Trip hazards and curbs near his home; also trees in ROW
Commenter #5	1	Snow plowing blocks some sidewalks; Concerns with Transition Plan priorities; concerns with finding updates on City Website
Commenter #6	22	Various locations noted that appear to be non-compliant to commenter

Welcome

ADA Transition Plan Open House

The Americans with Disabilities Act
(ADA) is a law enacted by the U.S.
Congress in 1990.

This law prohibits discrimination
based on disability.

The City of Pekin has developed an ADA Transition Plan, to

- ✓ Identify accessibility barriers
- ✓ Prepare a plan to remove barriers, including timeline and expected costs)
- ✓ Identify public official responsible for implementation of plan
- ✓ This plan considers pedestrian accommodations in the street right-of-way and also accessibility of City Hall.

Pekin partnered with TWM, Inc., an Illinois-based engineering and surveying company, to update the City's plan to enhance accessibility citywide. The last update was in 2016.

This Open House provides a summary of the ADA Transition Plan findings and provides an opportunity for interested persons, including individuals with disabilities, to review the draft plan and make comments.

Please:

- ✓ Sign in
- ✓ Review Exhibits
- ✓ Watch video
- ✓ Fill out Comment Form



10 YEAR CONSTRUCTION PLAN

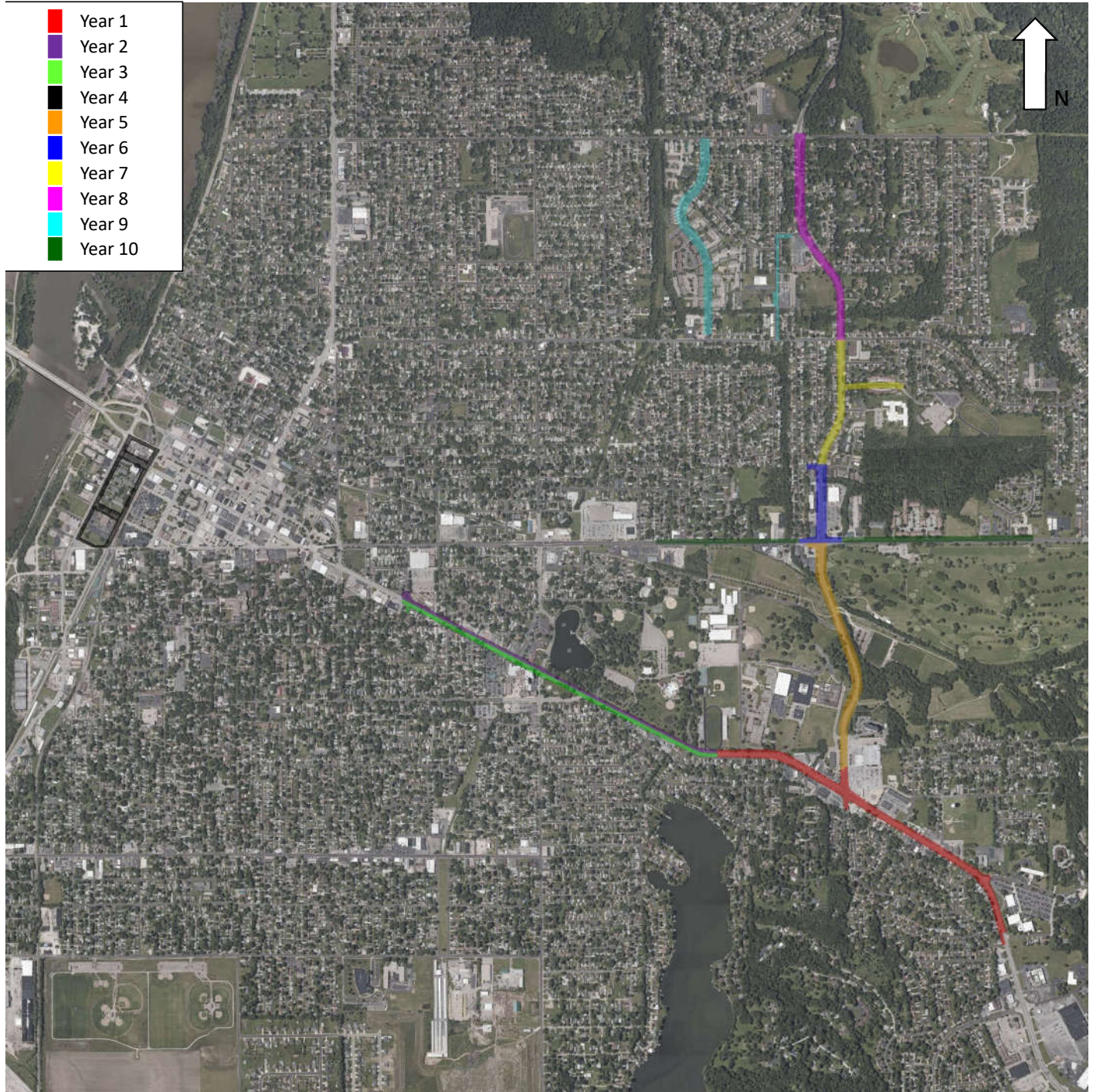


Exhibit B

ADA Grievance Form

Request for Accommodation or Request for Sidewalk Repair

Date Field ?

Is the accommodation for you or someone else?*

- ☐ For myself
- ☐ For someone else

Type of Accommodation Being Requested

☐ Sidewalk Repair ☐ Interpreter ☐ Note Taker ☐ Assistive Listening Device ☐ Other

Type of Aide Requested

☐ Reader or Aides ☐ Braille ☐ Large Print ☐ Audio Tapes of Printed Materials ☐ Other

Reporting Individual

Your First Name* ?

Your Last Name* ?

Street Address* ?

City, State, Zip Code* ?

Phone* ?

Email*

Preferred Method of Contact* ?

- ☐ Email ☐ Phone

Location Requesting Accommodation

Street Address* 

Cross Street 

Date of Incident or Discovery 



Describe the reason for requiring the requested accommodation or sidewalk repair.* 

Description of Issue:



I'm not a robot



reCAPTCHA
Privacy - Terms

Submit

City of Pekin's ADA Coordinator

The City has appointed an ADA Coordinator to answer questions and provide assistance to the City's residents and visitors on ADA-related matters:

Josie A. Esker, City Engineer / ADA Coordinator

111 S. Capitol St.

Pekin, IL 61554

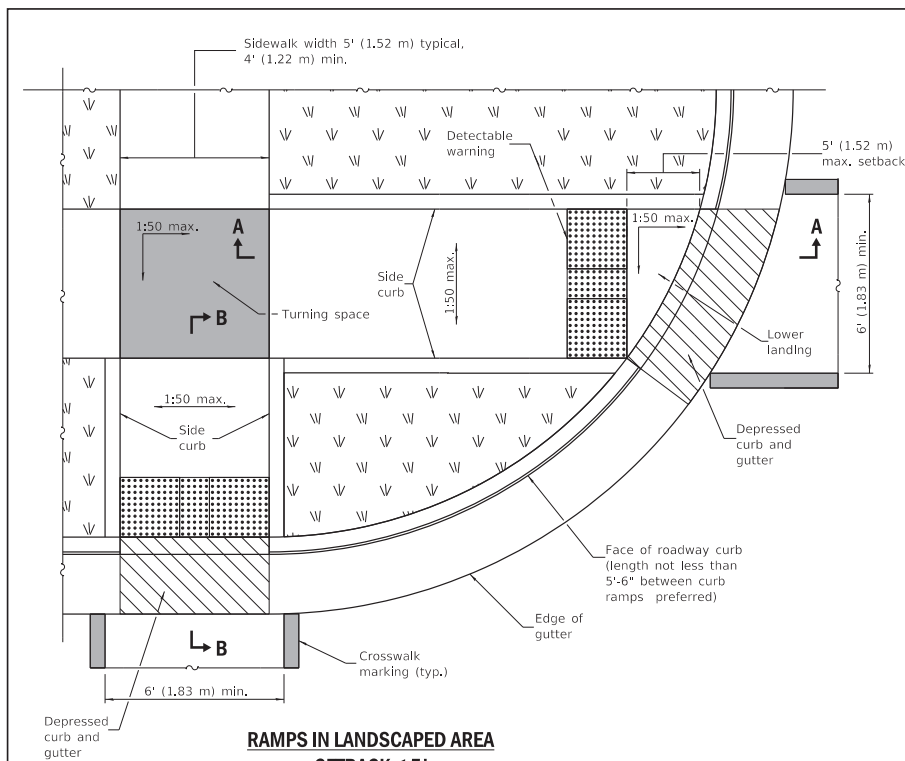
(309) 478-5399

jaesker@ci.pekin.il.us

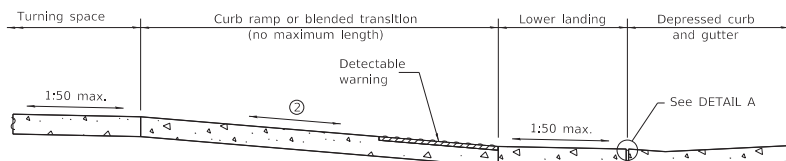
Exhibit C

IDOT Highway Standards

Curb Ramps for Sidewalk &
Temporary Access for Sidewalk Closures

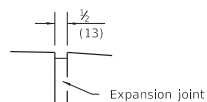


**RAMPS IN LANDSCAPED AREA
SETBACK ≤ 5'**

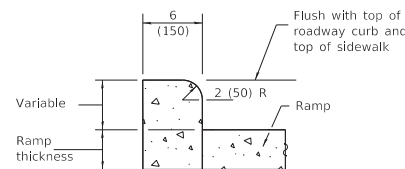


SECTION A-A

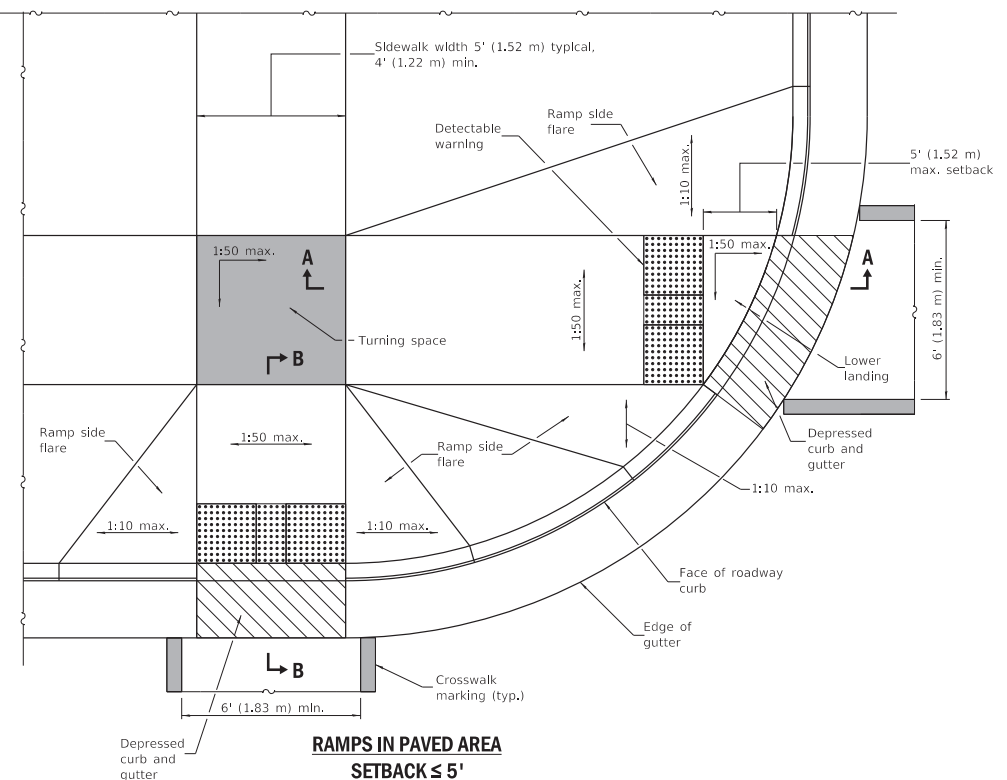
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



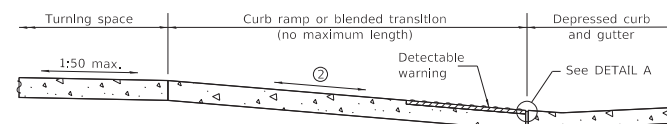
DETAIL A



SIDE CURB DETAIL



**RAMPS IN PAVED AREA
SETBACK ≤ 5'**



SECTION B-B

- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

See Sheet 2 for GENERAL NOTES.

Illinois Department of Transportation

PASSED *Michael B. D.* January 1, 2019

ENGINEER OF POLICY AND PROCEDURES

APPROVED *S. J. C.* January 1, 2019

ENGINEER OF DESIGN AND ENVIRONMENT

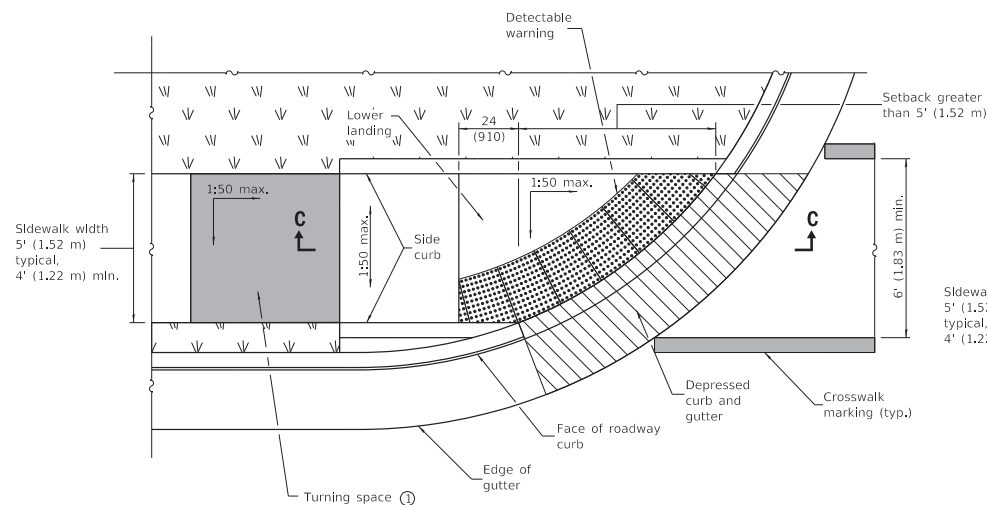
ISSUED 1-1-17

DATE	REVISIONS
1-1-19	Removed "15-foot rule", added "Blended transitions" and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at turning spaces and lower landings.

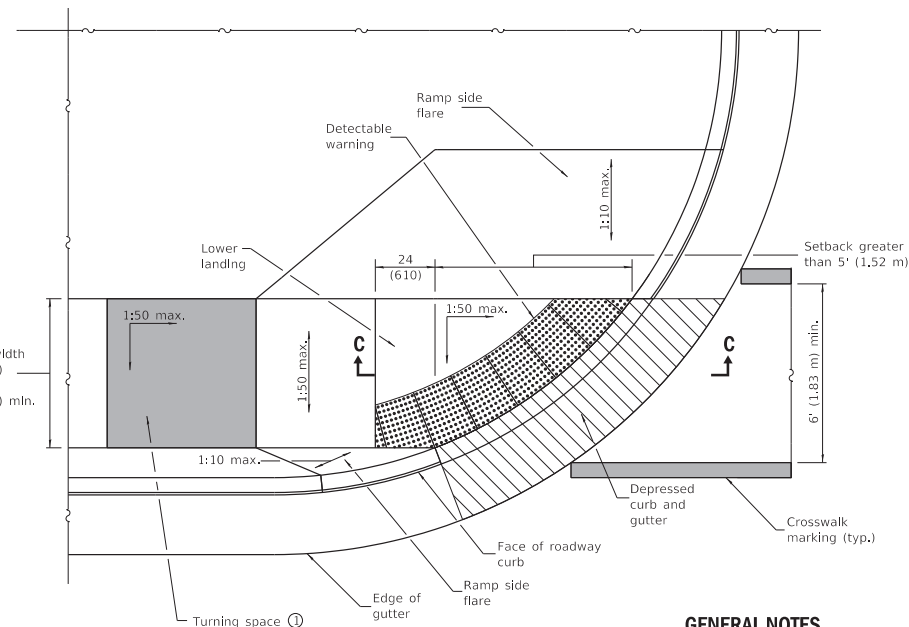
PERPENDICULAR CURB RAMPS FOR SIDEWALKS

(Sheet 1 of 2)

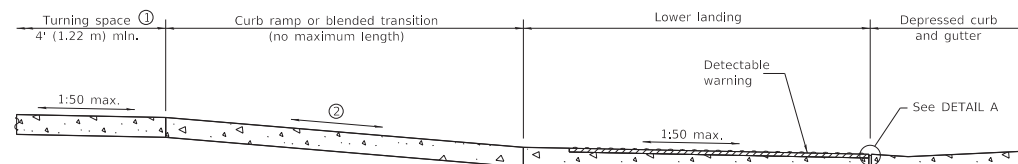
STANDARD 424001-11



**RAMP IN LANDSCAPED AREA
SETBACK > 5'**



**RAMP IN PAVED AREA
SETBACK > 5'**



SECTION C-C

- ① This turning space not required for blended transitions.
- ② The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

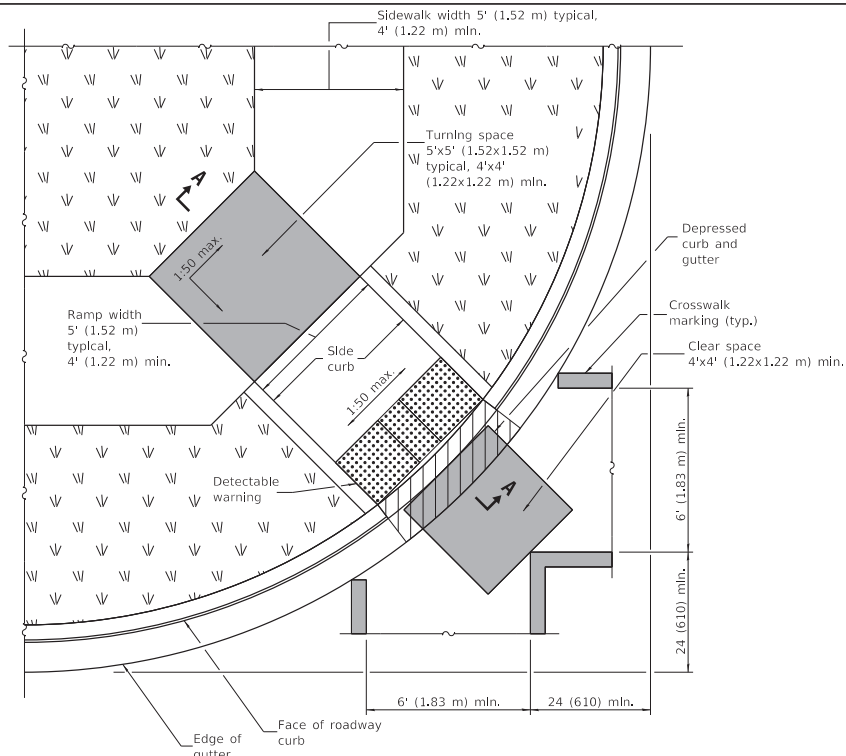
All dimensions are in inches (millimeters) unless otherwise shown.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS

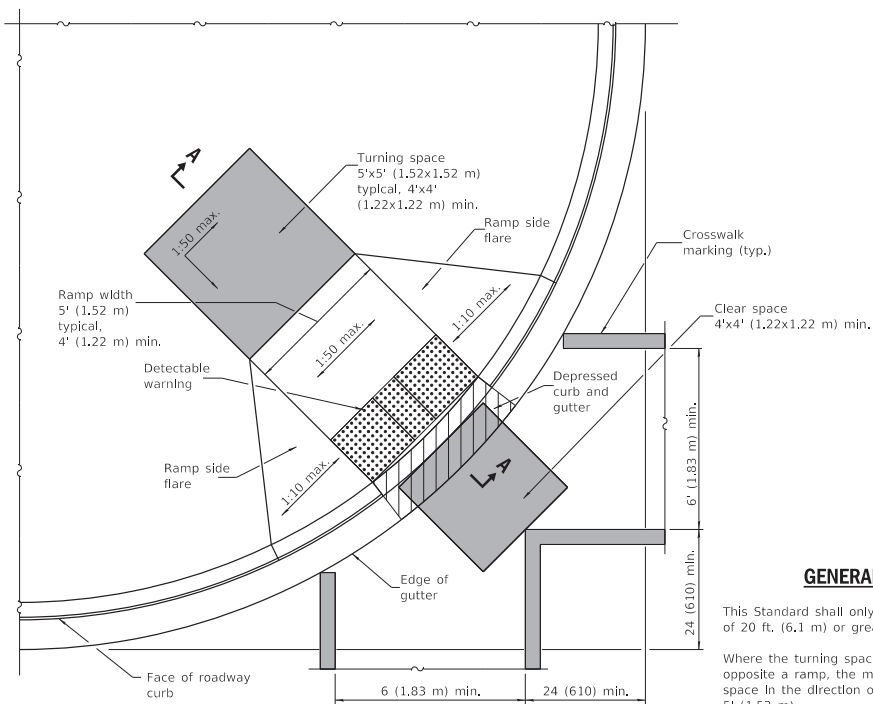
(Sheet 2 of 2)

STANDARD 424001-11

Illinois Department of Transportation	
PASSED	January 1, 2019
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	



RAMP IN LANDSCAPED AREA



RAMP IN PAVED AREA

GENERAL NOTES

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

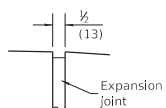
Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

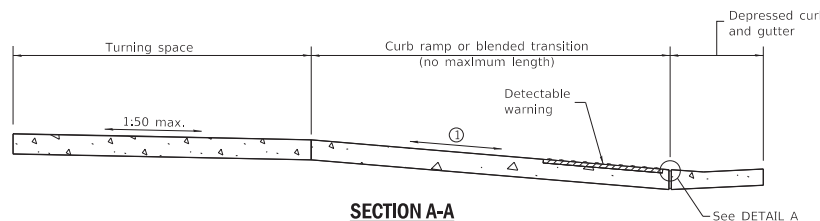
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

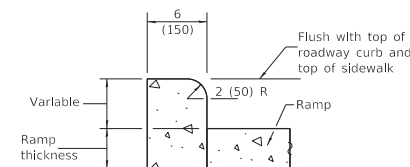


DETAIL A



SECTION A-A

① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SIDE CURB DETAIL

DATE	REVISIONS
1-1-21	Clarified minimum crosswalk width and locations.
1-1-19	Removed "15-foot rule", added "blended transitions" and placement tolerances for detectable warnings.

DIAGONAL CURB RAMPS FOR SIDEWALKS

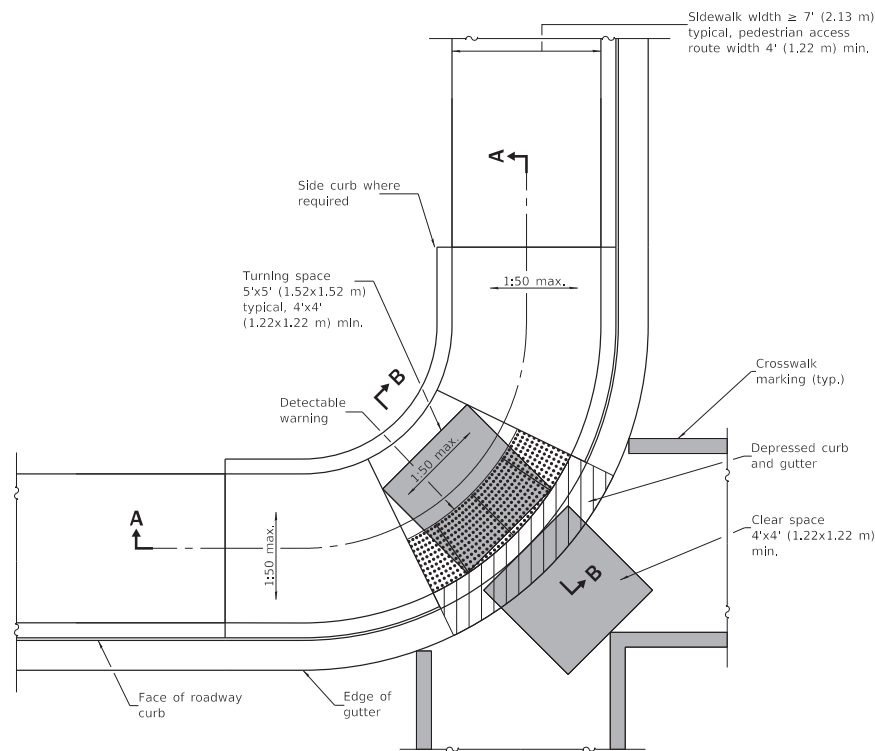
STANDARD 424006-05

Illinois Department of Transportation

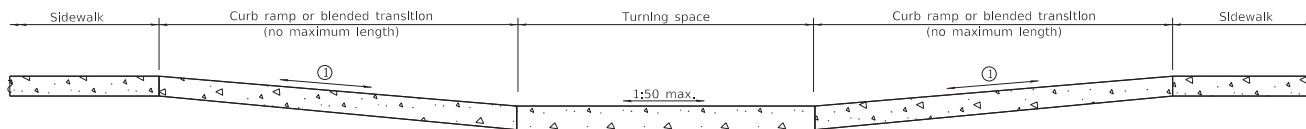
PASSED *Michael B. D.* January 1, 2021
ENGINEER OF POLICY AND PROCEDURES

APPROVED *S. C. E.* January 1, 2021
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12

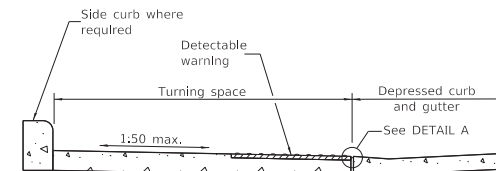


CORNER PARALLEL CURB RAMP

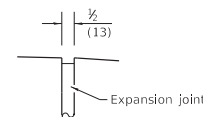


SECTION A-A

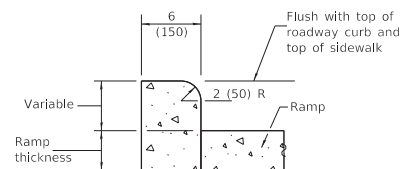
- ① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SECTION B-B



DETAIL A



SIDE CURB DETAIL

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared slides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Removed upper landing, added blended transition and detectable warning tolerances.
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.

CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

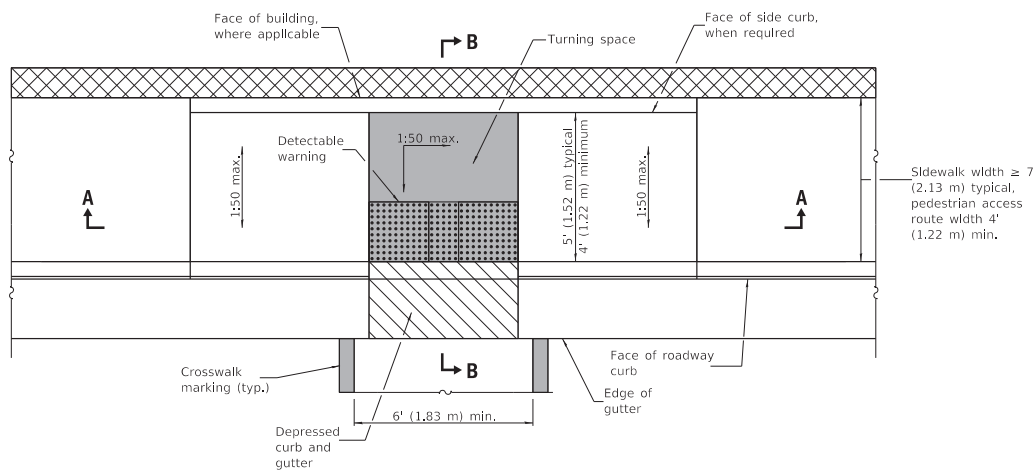
STANDARD 424011-04

Illinois Department of Transportation

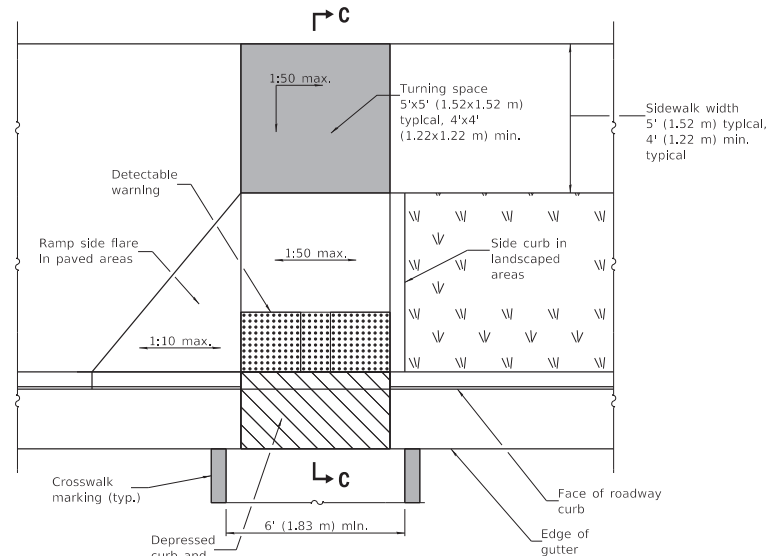
PASSED *Michael B. D.* January 1, 2019
ENGINEER OF POLICY AND PROCEDURES

APPROVED *S. J. C.* January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT

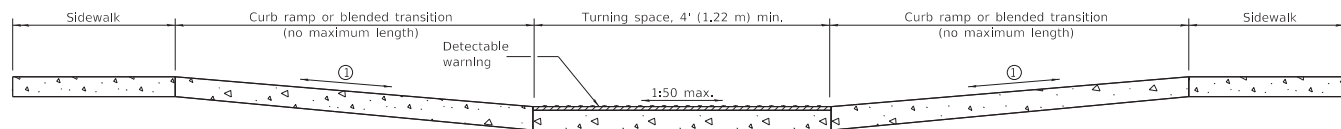
ISSUED 1-1-12



PARALLEL MID-BLOCK CURB RAMP

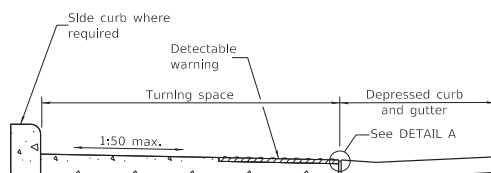


PERPENDICULAR MID-BLOCK CURB RAMP

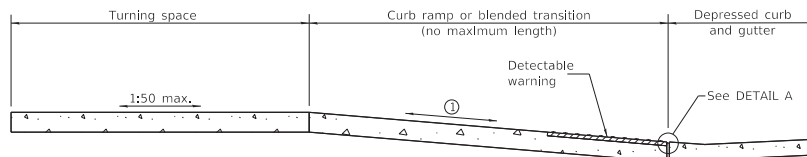


SECTION A-A

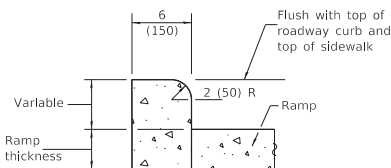
- ① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



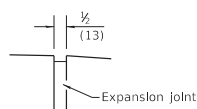
SECTION B-B



SECTION C-C



SIDE CURB DETAIL



DETAIL A

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared slides) but a border along each side up to 2 in. (50 mm) in, width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Removed upper landing, added blended transitions and detectable warning tolerances.
1-1-18	Omitted diagonal slope at turning spaces and upper landings.

MID-BLOCK CURB RAMPS FOR SIDEWALKS

STANDARD 424016-05

Illinois Department of Transportation

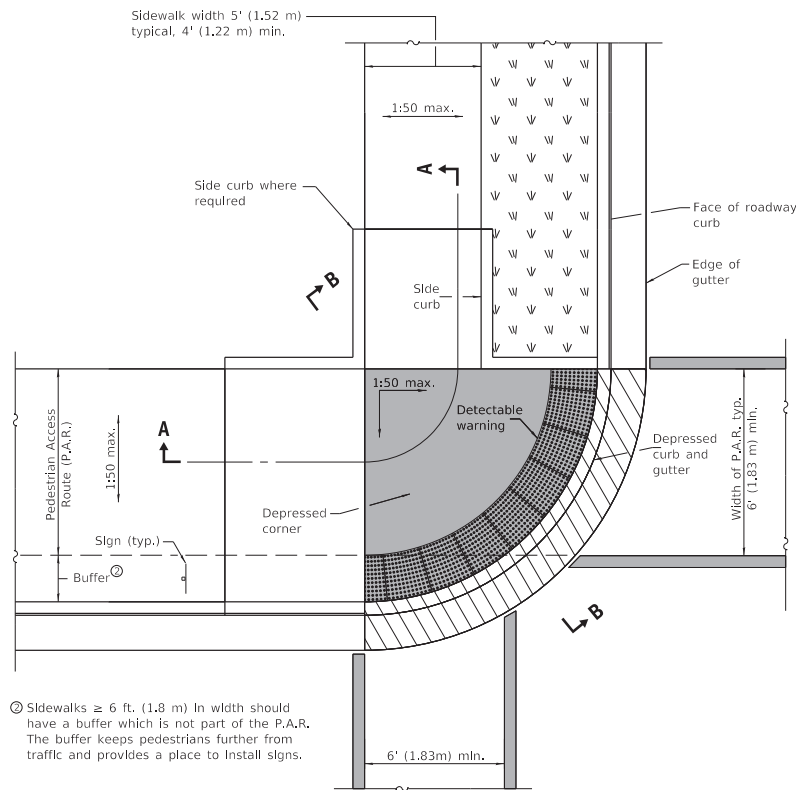
PASSED *Michael B. D.* January 1, 2019

ENGINEER OF POLICY AND PROCEDURES

APPROVED *S. J. C.* January 1, 2019

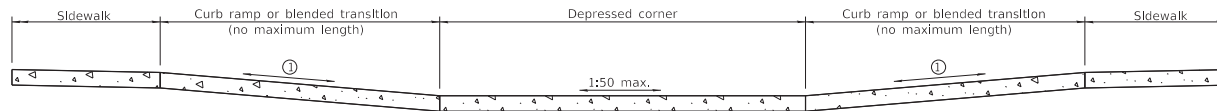
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12



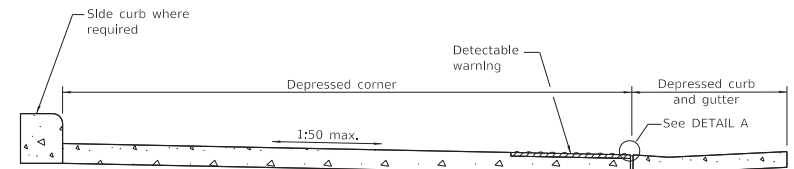
② Sidewalks ≥ 6 ft. (1.8 m) in width should have a buffer which is not part of the P.A.R. The buffer keeps pedestrians further from traffic and provides a place to install signs.

DEPRESSED CORNER

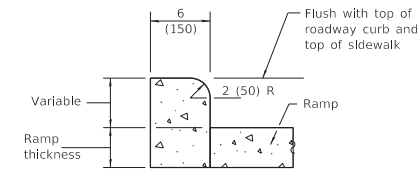


SECTION A-A

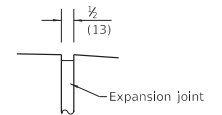
① The running slope of a curb ramp shall be 1:20 min. and 1:12 max. The running slope of a blended transition shall be 1:20 max.



SECTION B-B



SIDE CURB DETAIL



DETAIL A

GENERAL NOTES

This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal tolerances but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in, width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

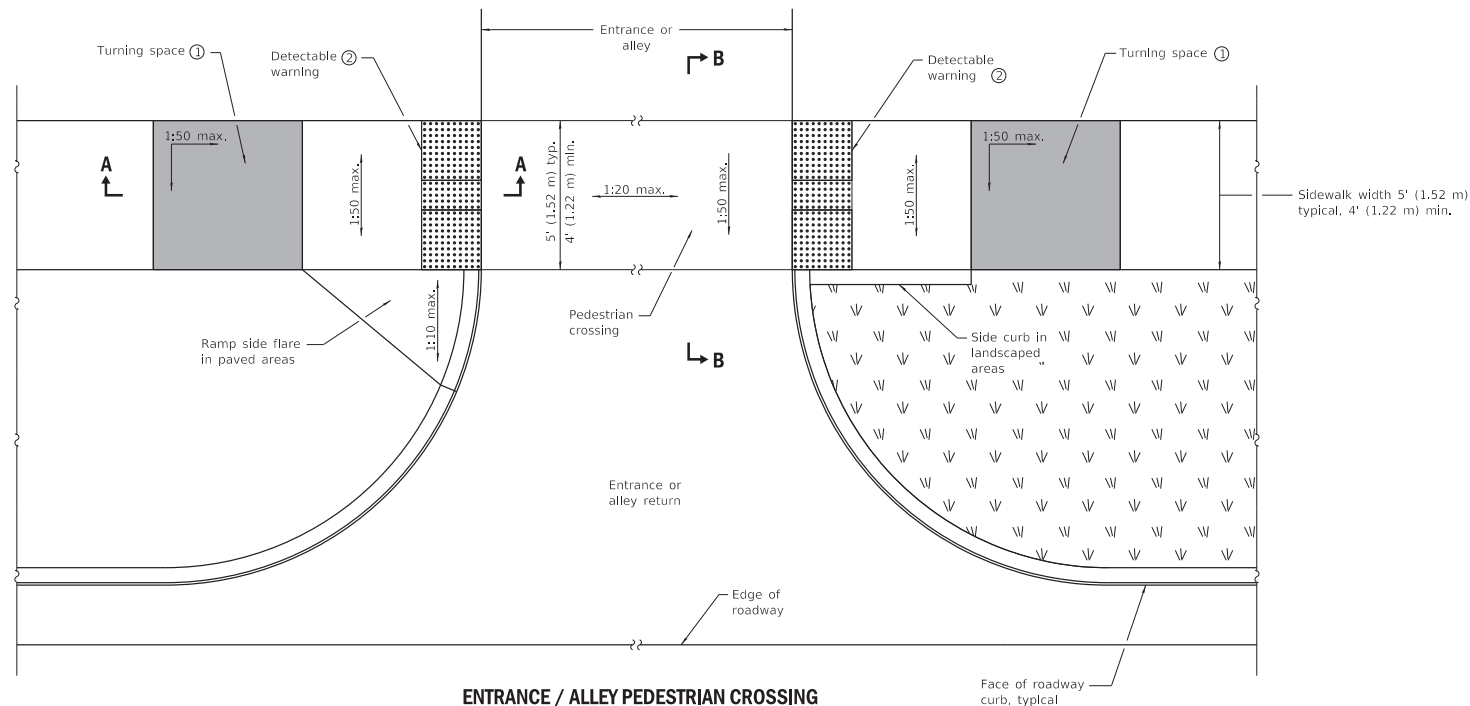
DATE	REVISIONS
1-1-21	Added crosswalk striping and a "buffer" for wide sidewalks.
1-1-19	Removed upper landings, added blended transition and detectable warning tolerances.

**DEPRESSED CORNER
FOR SIDEWALKS**

STANDARD 424021-06

Illinois Department of Transportation	
PASSED <i>Michael B. D.</i> January 1, 2021 ENGINEER OF POLICY AND PROCEDURES	ISSUED 1-1-12
APPROVED <i>S. J. Lee</i> January 1, 2021 ENGINEER OF DESIGN AND ENVIRONMENT	

- ② Detectable warning shall only be installed at entrances/alleys with permanent traffic control devices (i.e. stop signs, signals).
- ③ Where possible, maintain the grade of the sidewalk across the entrance/alley to avoid the need for ramps and turning spaces.



ENTRANCE / ALLEY PEDESTRIAN CROSSING

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

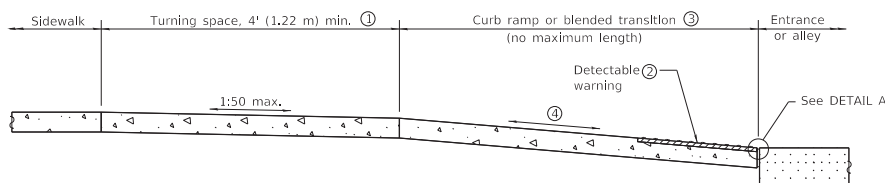
Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

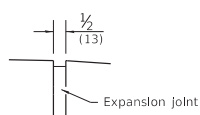
All dimensions are in inches (millimeters) unless otherwise shown.



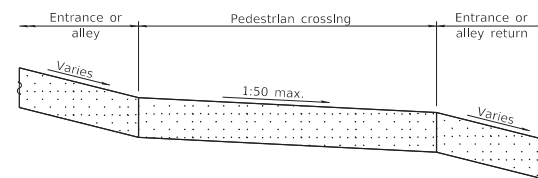
SECTION A-A

① Turning space not required for blended transitions.

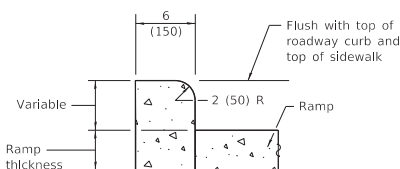
④ The running slope of a curb ramp shall be 1:20 min and 1:12 max. The running slope of a blended transition shall be 1:20 max.



DETAIL A



SECTION B-B



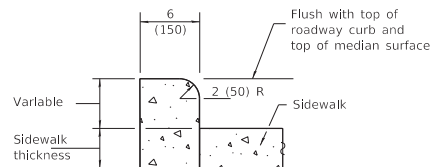
SIDE CURB DETAIL

DATE	REVISIONS
1-1-19	Added blended transitions and placement tolerances for detectable warnings.
1-1-18	Omitted diagonal slope at upper landings.

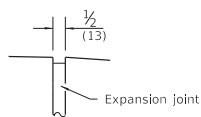
**ENTRANCE / ALLEY
PEDESTRIAN CROSSINGS**

STANDARD 424026-03

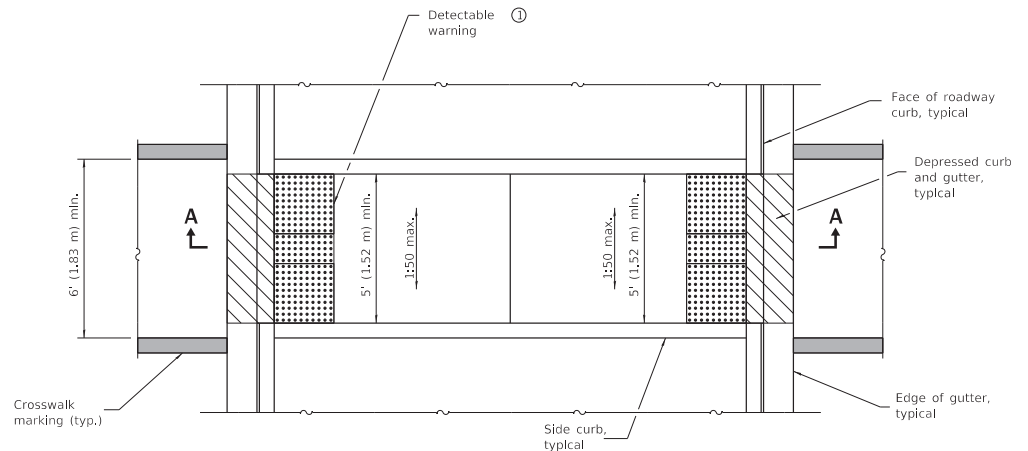
PASSED	January 1, 2019
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	January 1, 2019
ENGINEER OF DESIGN AND ENVIRONMENT	



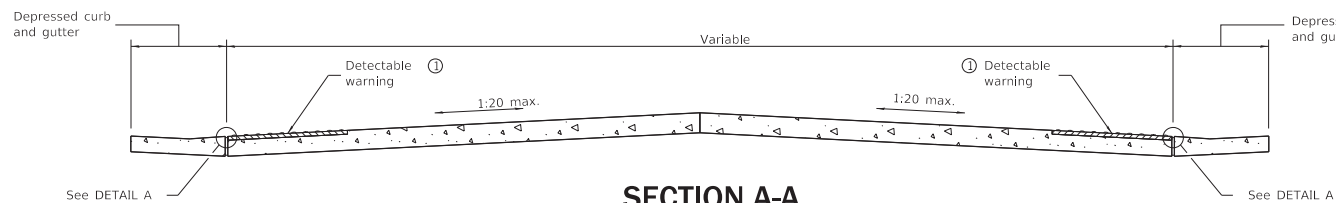
SIDE CURB DETAIL



DETAIL A



MEDIAN PEDESTRIAN CROSSING



SECTION A-A

① Omit detectable warnings when distance between back of curbs is less than 6' (1.83 m).

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Side Border - Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

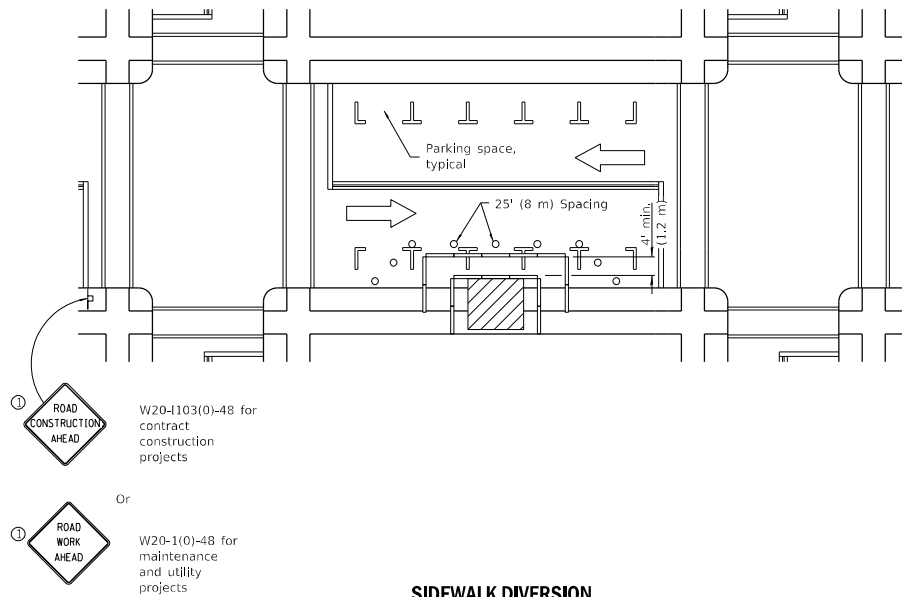
Curb Set-Back - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

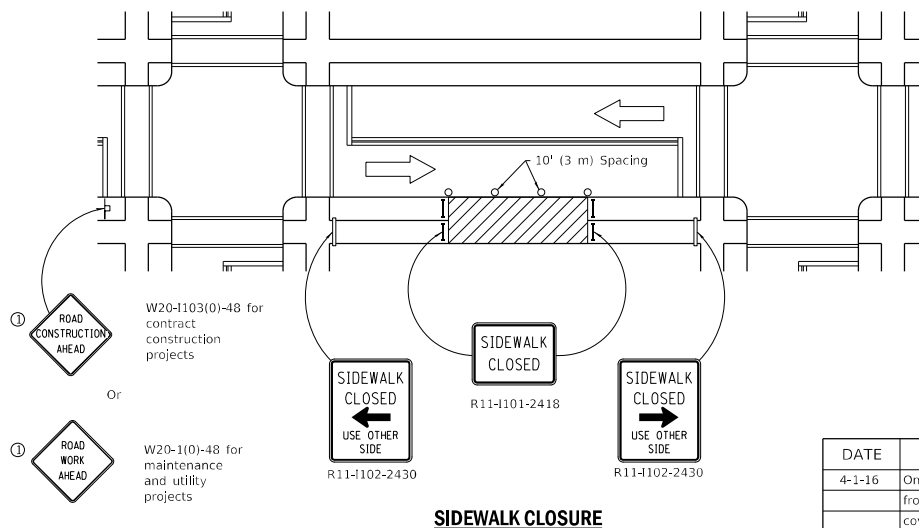
Illinois Department of Transportation	
PASSED <i>Michael B. D.</i> January 1, 2019 ENGINEER OF POLICY AND PROCEDURES	ISSUED 1-1-12
APPROVED <i>S. J. C.</i> January 1, 2019 ENGINEER OF DESIGN AND ENVIRONMENT	

DATE	REVISIONS	MEDIAN PEDESTRIAN CROSSINGS
1-1-19	Added placement tolerances for detectable warnings.	
1-1-12	Widened crosswalk to 6' (1.83 m) min. Inside dimension.	STANDARD 424031-02
	Revised General Notes.	



SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade



GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

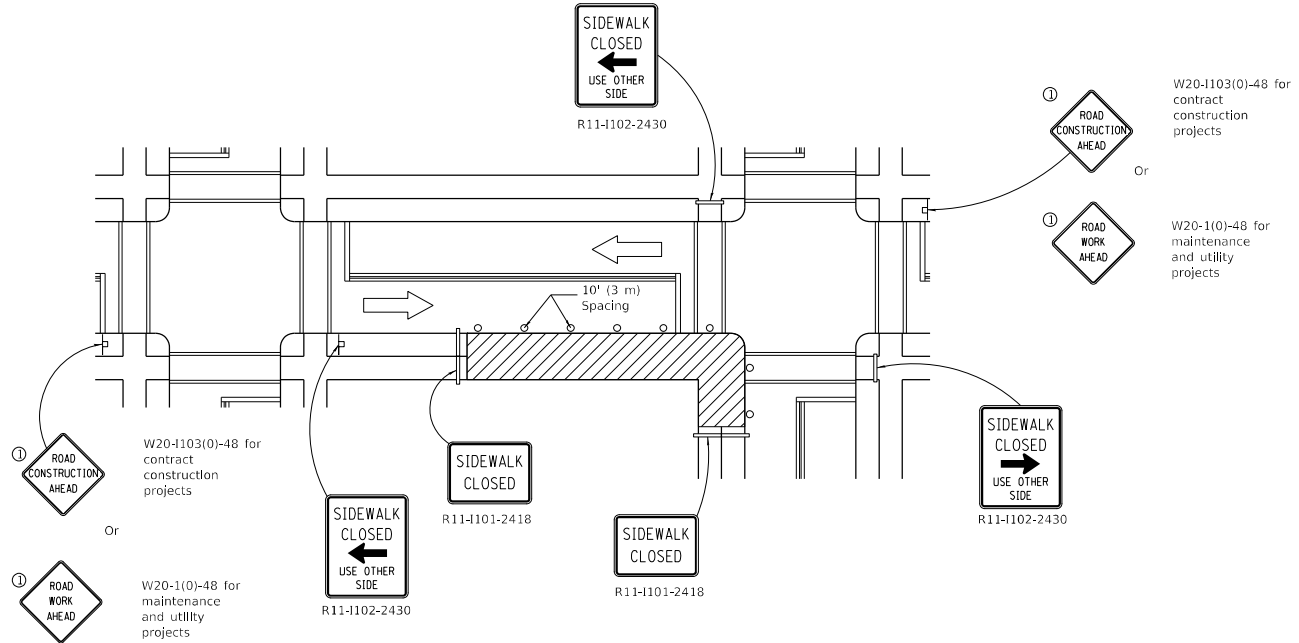
All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Omitted orange safety fence
	from standard as this is
	covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION.
	Modified appearance of
	plan views. Renamed Std.

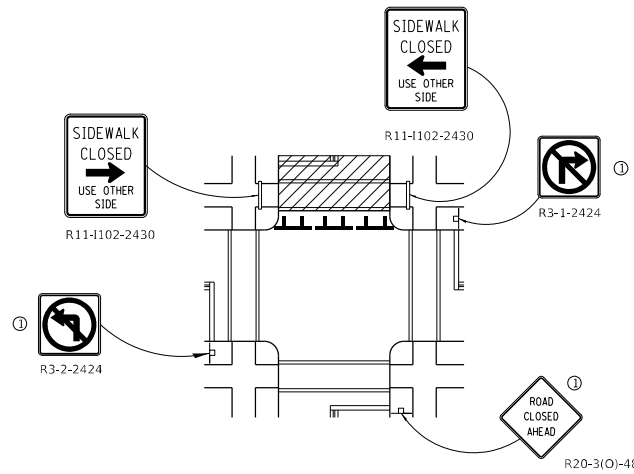
SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06



CORNER CLOSURE



CROSSWALK CLOSURE

SIDEWALK, CORNER OR CROSSWALK CLOSURE

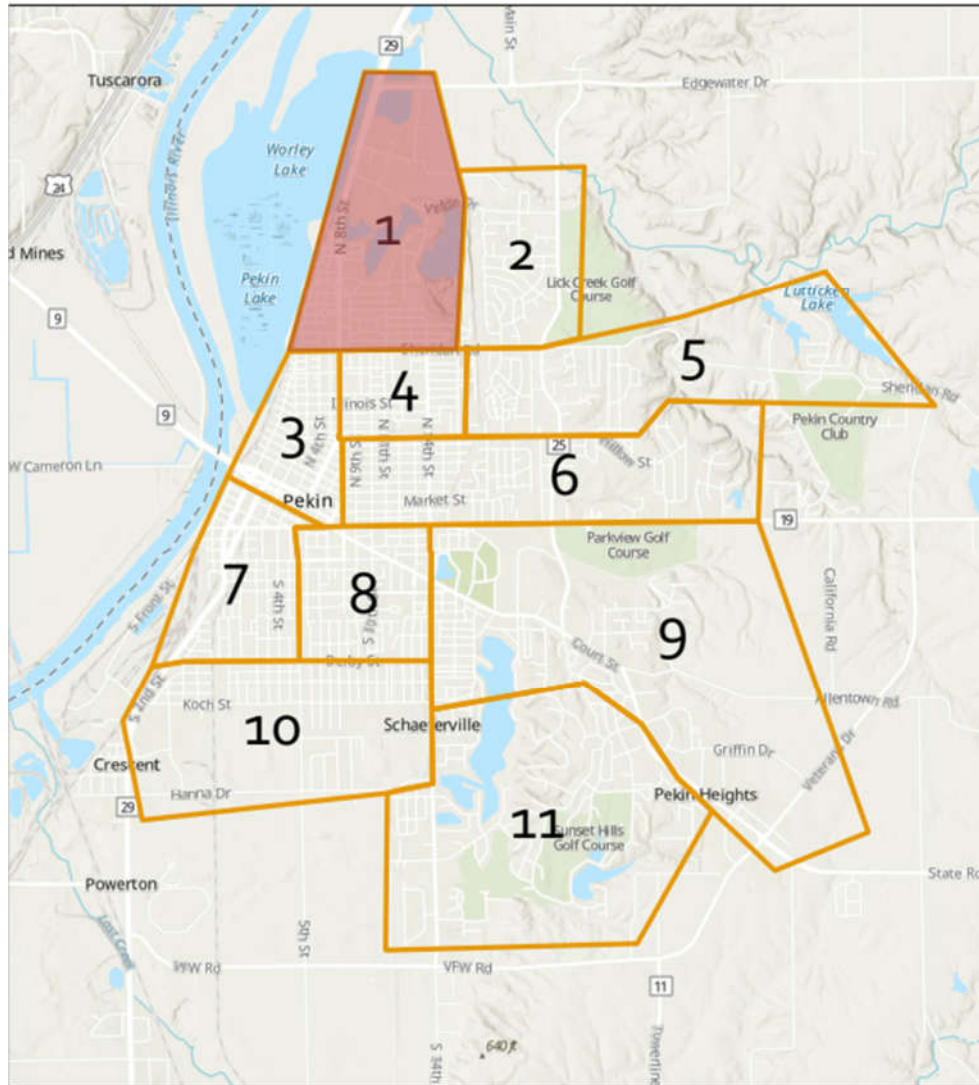
(Sheet 2 of 2)

STANDARD 701801-06

Illinois Department of Transportation	
PASSED	April 1, 2016
ENGINEER OF SAFETY ENGINEERING	
APPROVED	April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	

Exhibit D

ADA Compliance Results and Costs to Upgrade (by District)



- District 1 encompasses the far northwestern portion of the city, and is bounded by Edgewater Drive to the North; Pekin Lake to the West; Sheridan Road to the South; and East by the continuous boundary of Lake Whitehurst as shown in the above exhibit.
 - Specifically, the District boundary begins at the Western termination of Sheridan Road and runs along the centerline of Sheridan Road East to N 16th Street. From the intersection of Sheridan Road, the boundary proceeds Northward along the Easterly side of N 16th Street to a point along Velde Drive to the east side of Lake Whitehurst. Then proceeds Northwest to the rear of the second Western building of Main Street Mini Storage. From the storage buildings the boundary proceeds West toward Radio City Drive (IL 29) and then south to the point of beginning.
- Mainly residential neighborhoods – pedestrian accommodations throughout
- Small commercial section

- Two main roads
 - North/South – North 8th St (IL 29)
 - IDOT's jurisdiction
 - Sidewalk both sides from Sheridan Rd to commercial area
 - East/West along southern edge – Sheridan Rd
 - Sidewalk both sides (southern sidewalk accounted for in District 4)
- Major pedestrian generators
 - Cadence Academy – preschool
 - Davies Square – senior service
 - Lakeview Cemetery and Lakeside Cemetery - cemeteries

DISTRICT 1 - SUMMARY

TABLE 1: DISTRICT 1 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	173,801	\$2,780,814
COMPLIANT	53,678	

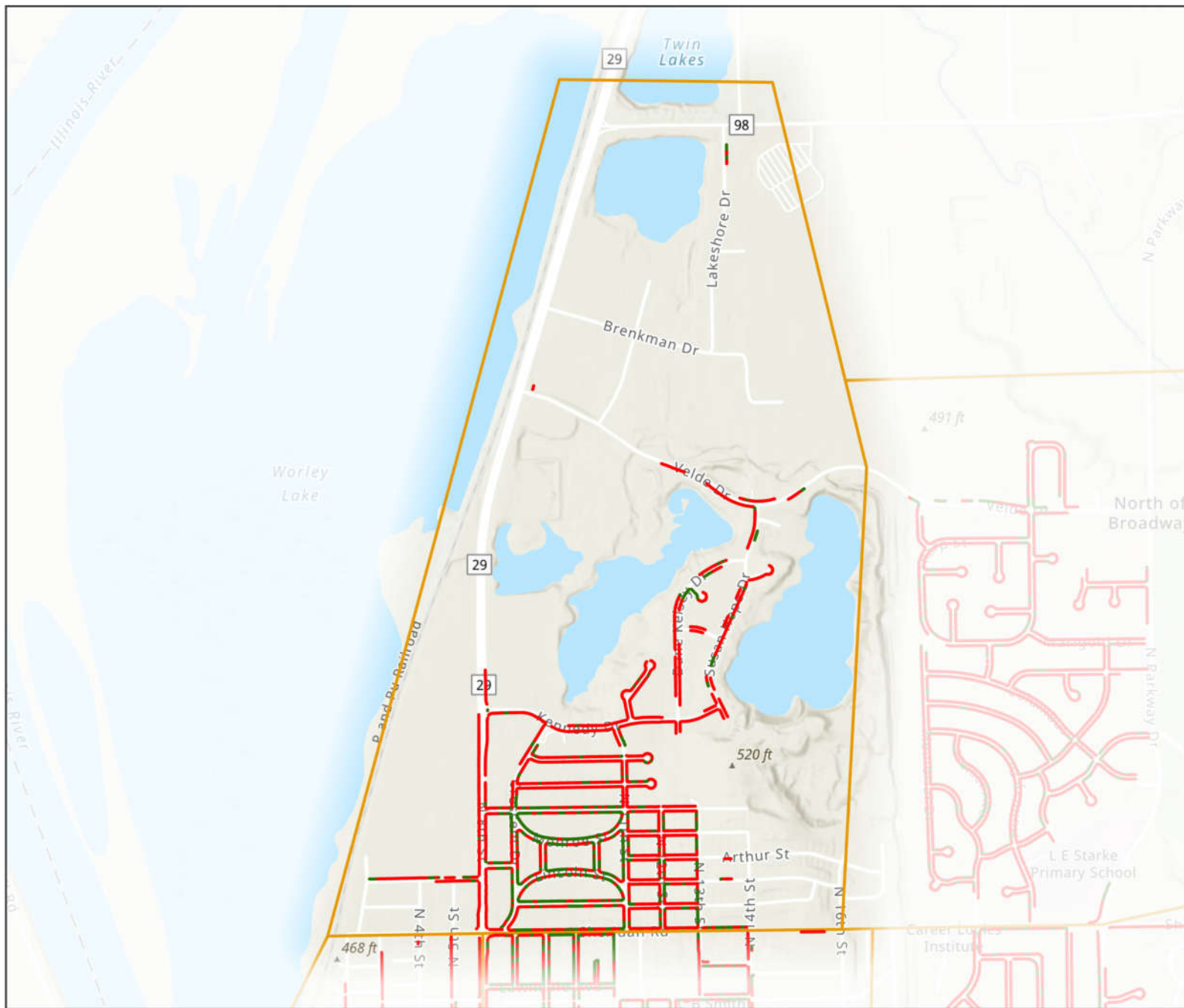
TABLE 2: DISTRICT 1 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	50	\$400,000
NO EX. RAMP (NON-COMPLIANT)	55	\$440,000
COMPLIANT	5	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	12	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 1 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		426
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 1 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		61
	*COST	\$97,600
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

TABLE 5: DISTRICT 1 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	0	\$0
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 1 - SIDEWALKS



Sidewalk Rating

- Non-Compliant
- Compliant

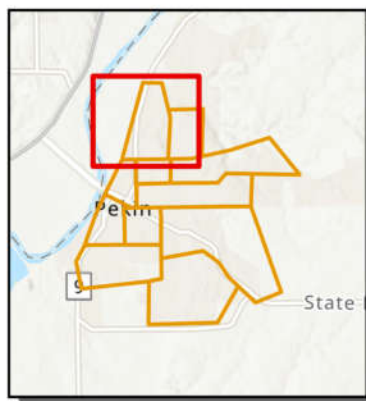
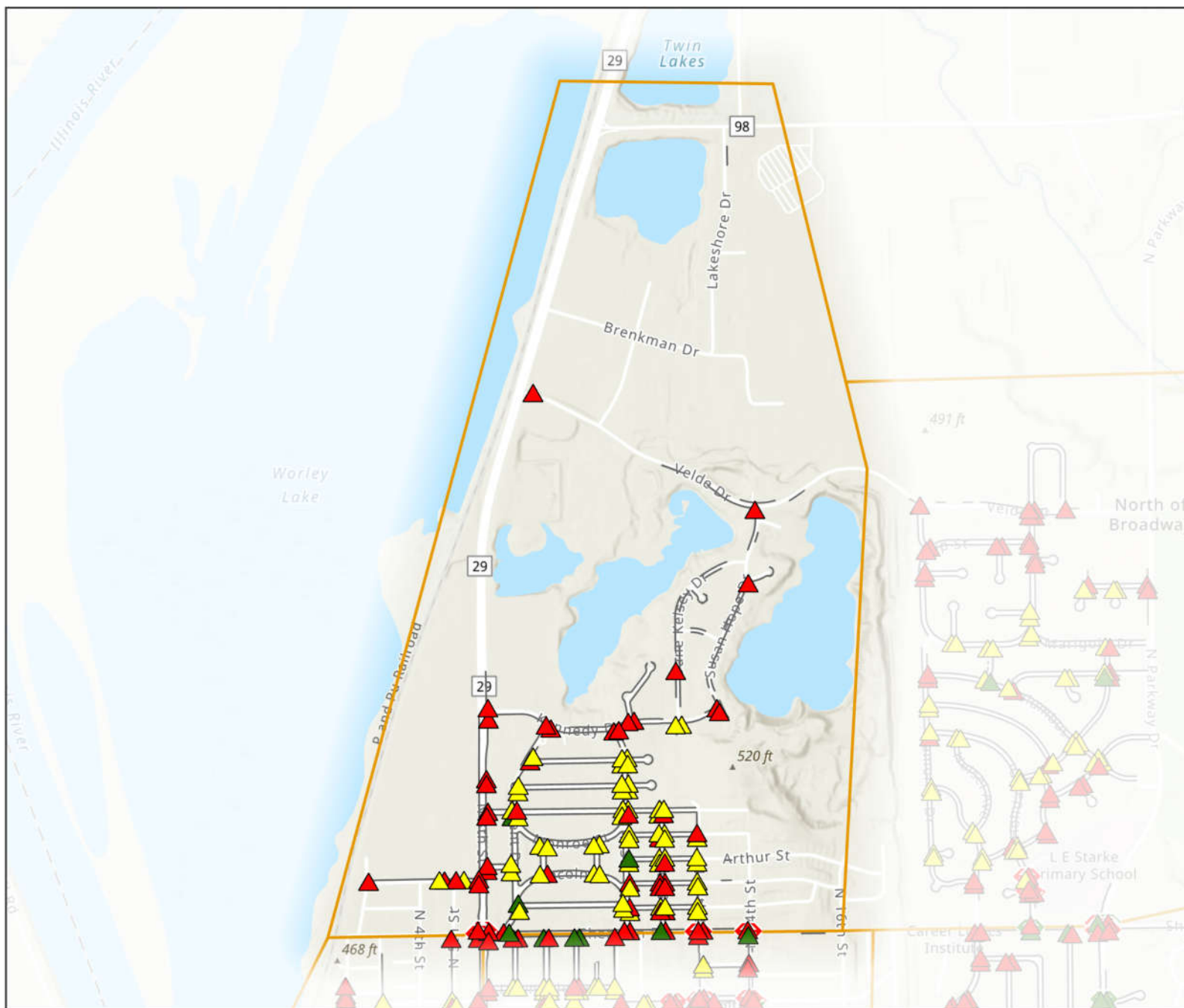


EXHIBIT D - DISTRICT 1

DISTRICT 1 - RAMPS/CROSSWALKS



Ramp Rating

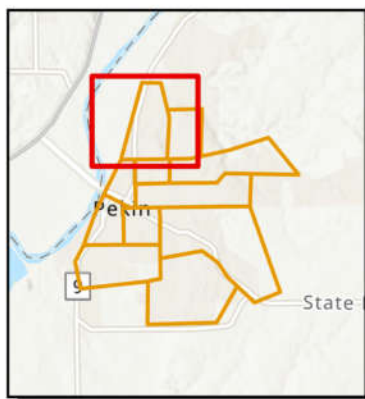
- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

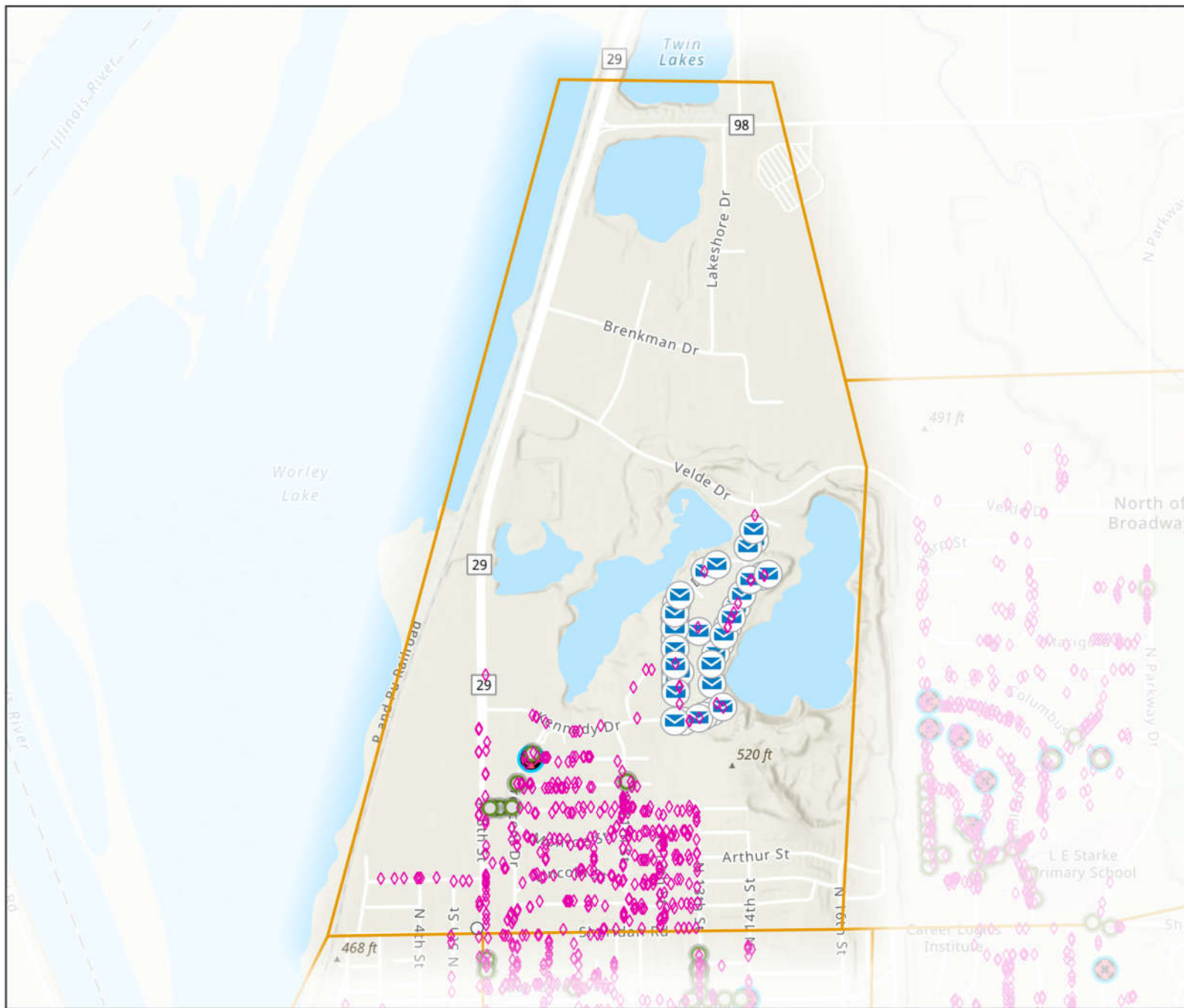
Existing Sidewalk

- Existing Sidewalk



DISTRICT 1

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

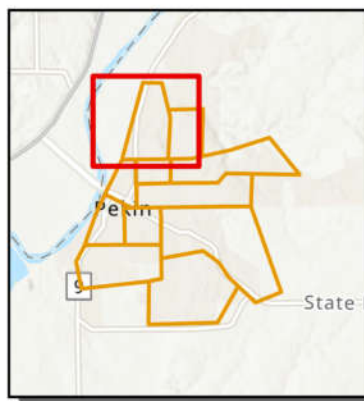
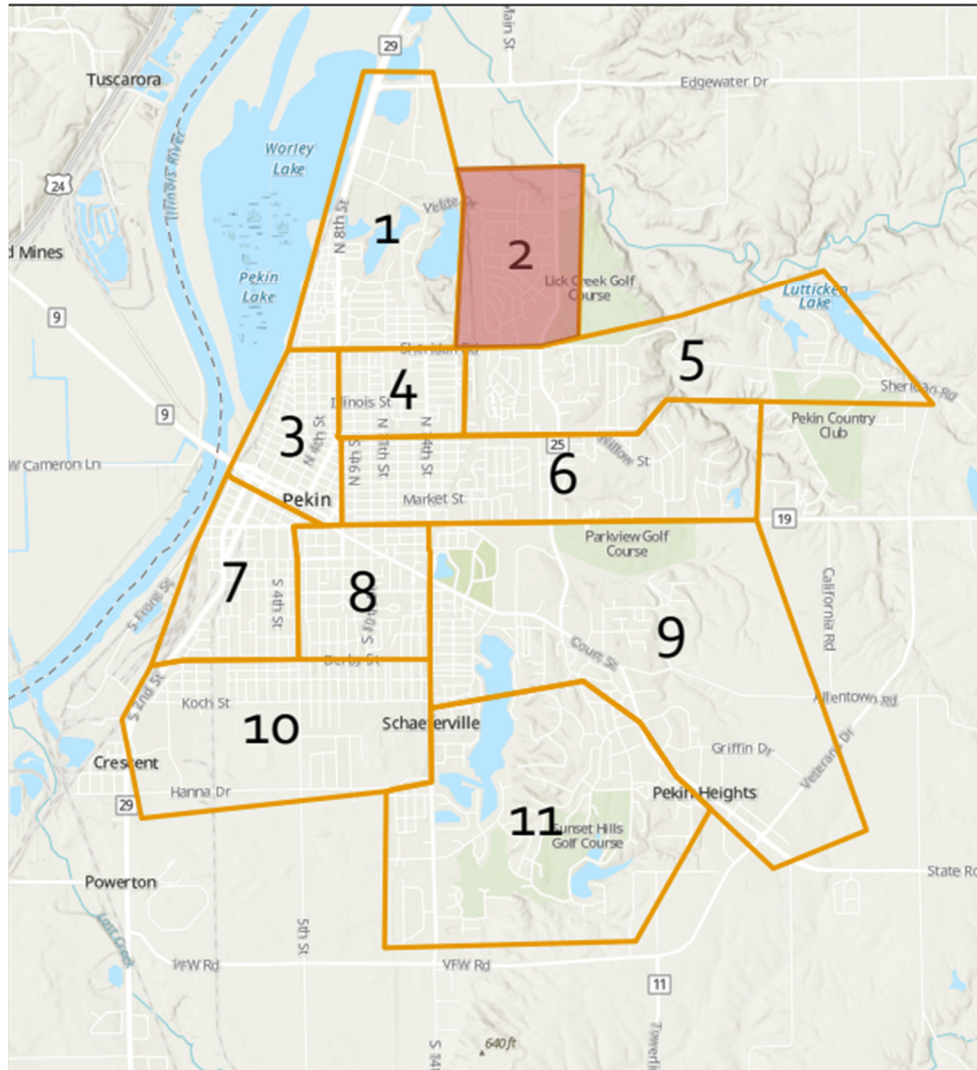


EXHIBIT D - DISTRICT 1



- District 2 encompasses the northeastern portion of the city, and is bounded by Sheridan Road to the South; Lick Creek Golf Course to the East; Brenkman Drive to the North; and West by the continuous boundary of Lake Whitehurst as shown in the above exhibit.
 - Specifically, District 2 boundary begins at the intersection of Sheridan Road and N 16th Street. From the intersection of N 16th Street the boundary proceeds East along the centerline of Sheridan Road to N Parkway Drive. From the intersection of N Parkway Drive the boundary continues Northeast to a point in the Southwest corner of the Lick Creek Golf Course. Then proceeds North passed the McNaughton Dog Training Area to a point past Lick Creek. The boundary then proceeds west to an area just North of a point along Brenkman Drive midway between Crank's Industrial Coating Service and Yanceys Legacy Acres. From the Point near Brenkman Drive the boundary proceeds Southeast to a point along Velde Drive to the East side of Lake Whitehurst. The boundary then continues south to the point of beginning.
- Mainly residential neighborhoods – pedestrian accommodations throughout

- A few commercial – no pedestrian accommodations near these locations
- Two main roads
 - North/South – North Parkway Dr
 - Very little sidewalk
 - East/West – Sheridan Rd
 - No sidewalk
- Major pedestrian generators
 - L.E. Starke Primary School and Whiz Kidz Academy – schools
 - Liberty Baptist – church
 - Kiwanis Park North - Park

DISTRICT 2 - SUMMARY

TABLE 1: DISTRICT 2 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	215,270	\$3,444,313
COMPLIANT	28,104	

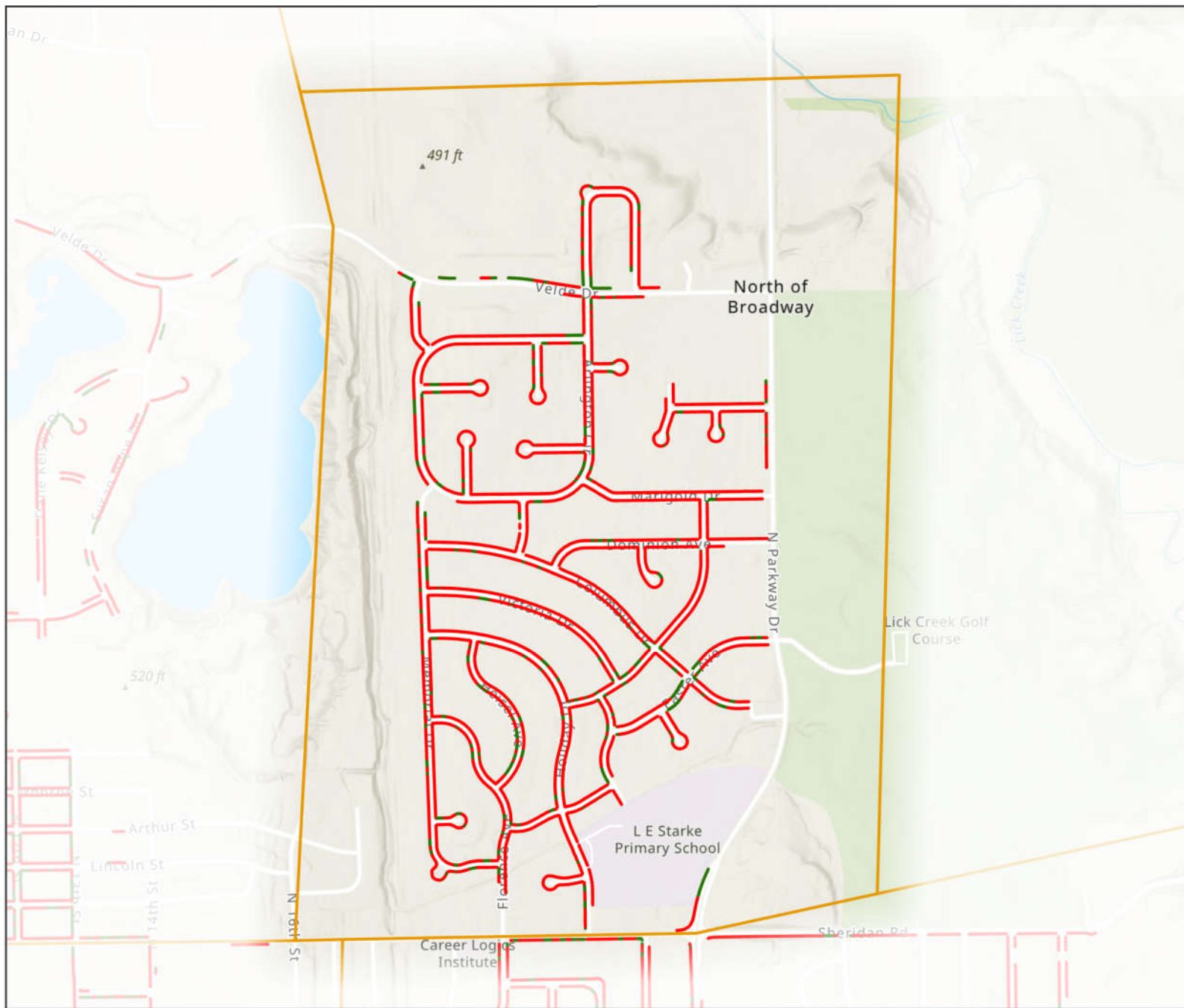
TABLE 2: DISTRICT 2 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	43	\$344,000
NO EX. RAMP (NON-COMPLIANT)	47	\$376,000
COMPLIANT	3	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	0	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 2 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		416
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 2 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		31
*COST		\$49,600
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

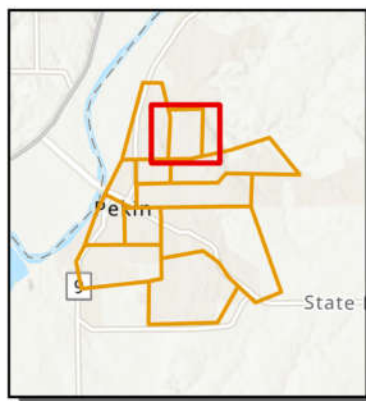
TABLE 5: DISTRICT 2 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	0	\$0
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 2 - SIDEWALKS

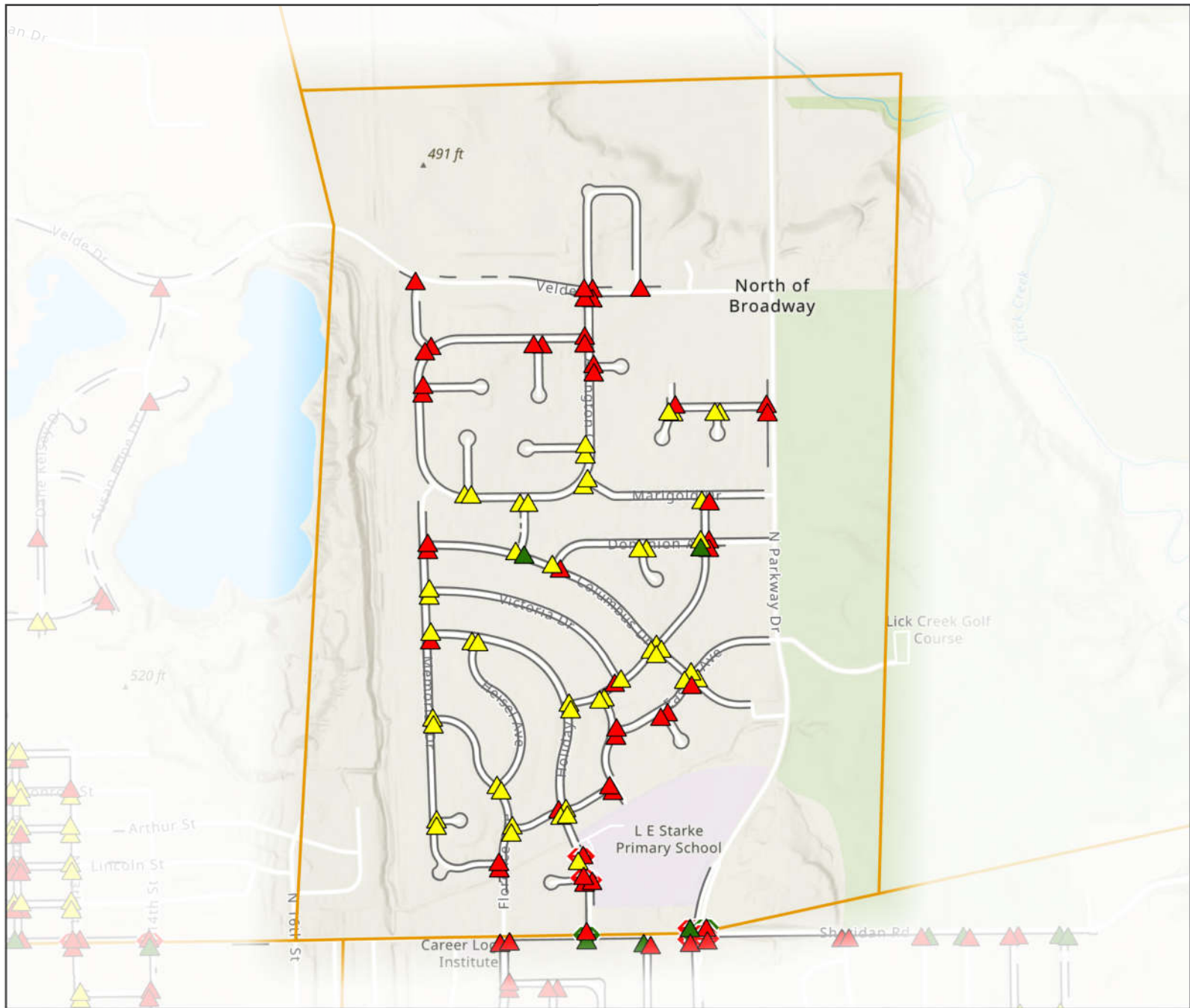


Sidewalk Rating

- Non-Compliant
- Compliant



DISTRICT 2 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

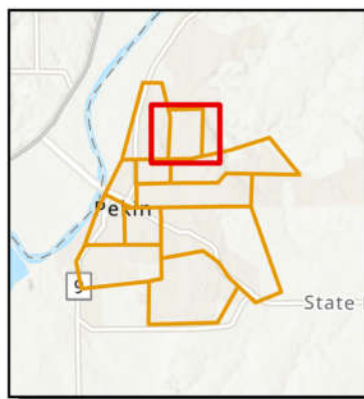
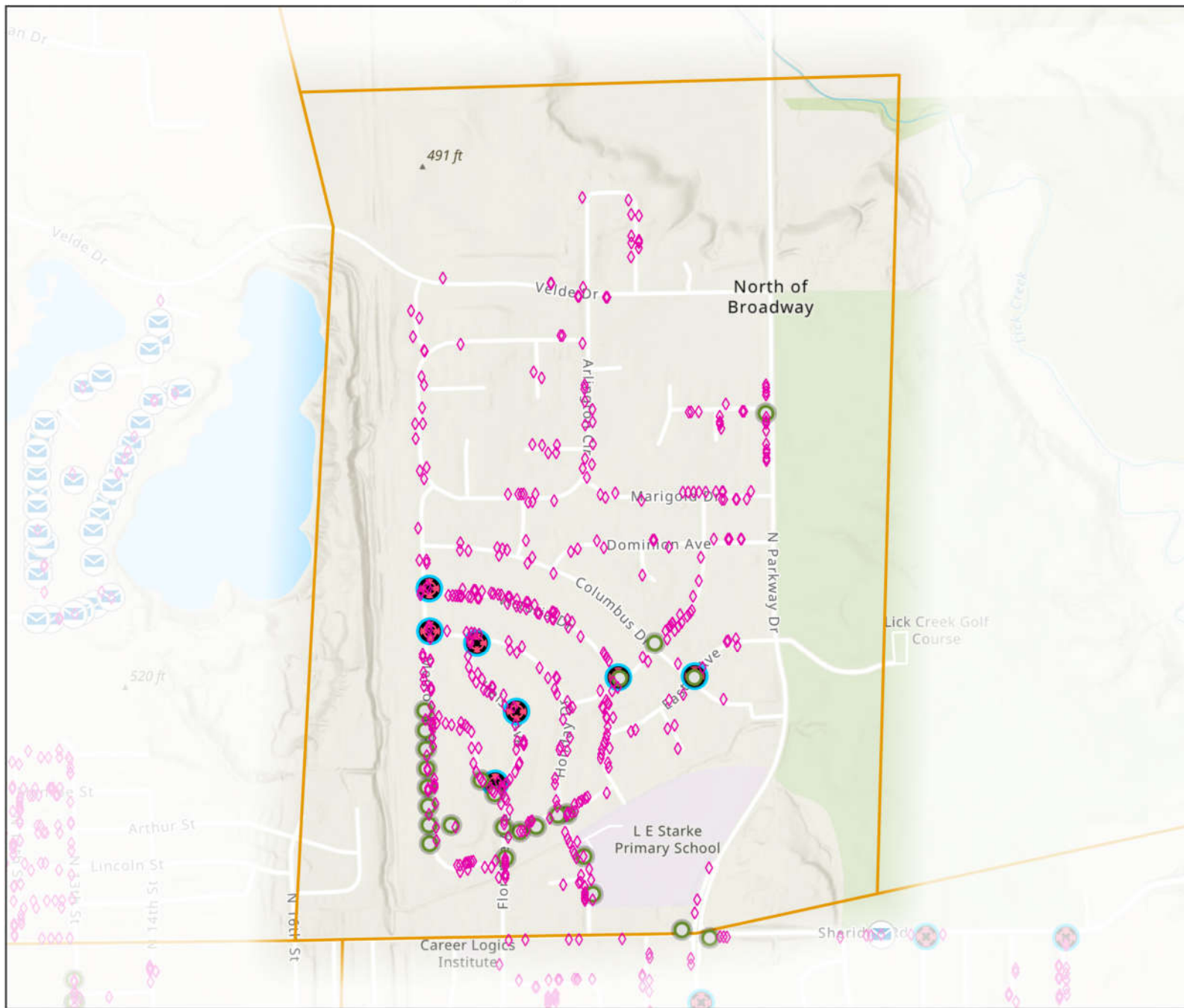


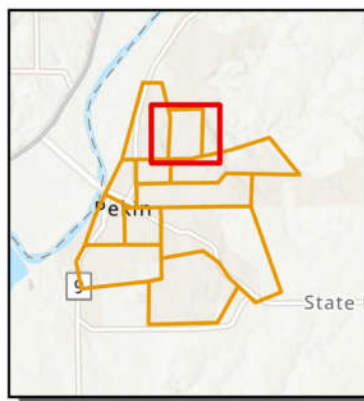
EXHIBIT D - DISTRICT 2

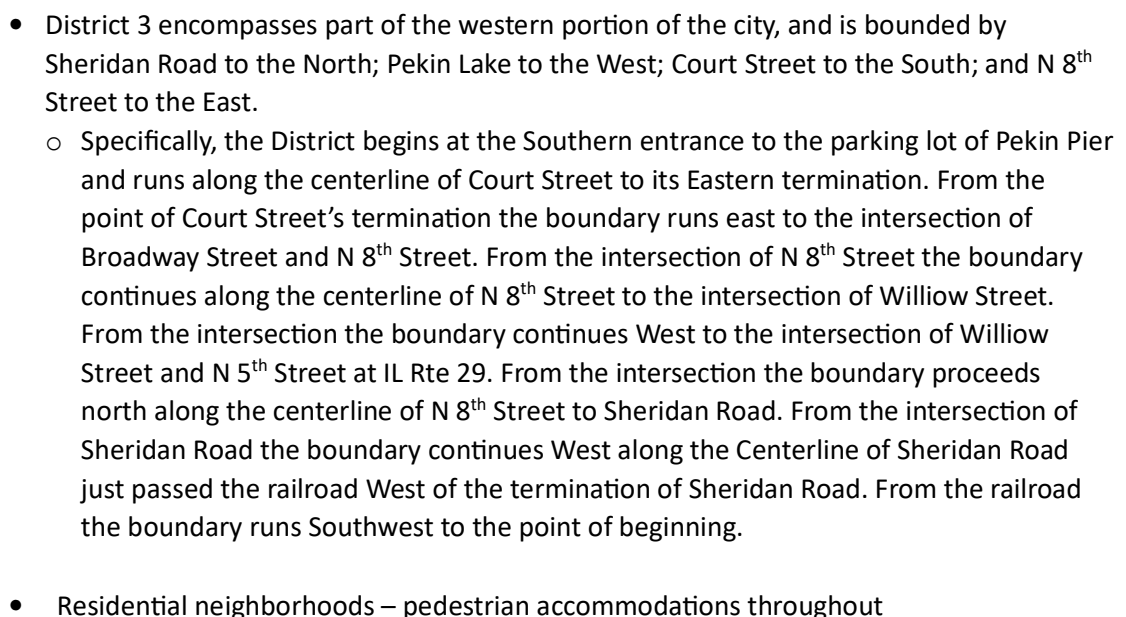
DISTRICT 2

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard





- Commercial areas – pedestrian accommodation throughout
 - Roughly half of downtown area
 - Along North 8th St (IL29)
- Many main roads bring you to the downtown area
 - North 8th St, North 5th St, Ann Eliza St, Margaret St, South 3rd St, South 2nd St and a portion of Court St
 - IDOT's jurisdiction
- Major pedestrian generators
 - Many in downtown area
 - Outside of downtown area
 - Hobby Horse Preschool – preschool
 - Grace United Methodist Church and Gethsemane Church – churches
 - Willow Park - park

DISTRICT 3 - SUMMARY

TABLE 1: DISTRICT 3 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	420,412	\$6,726,591
COMPLIANT	99,425	

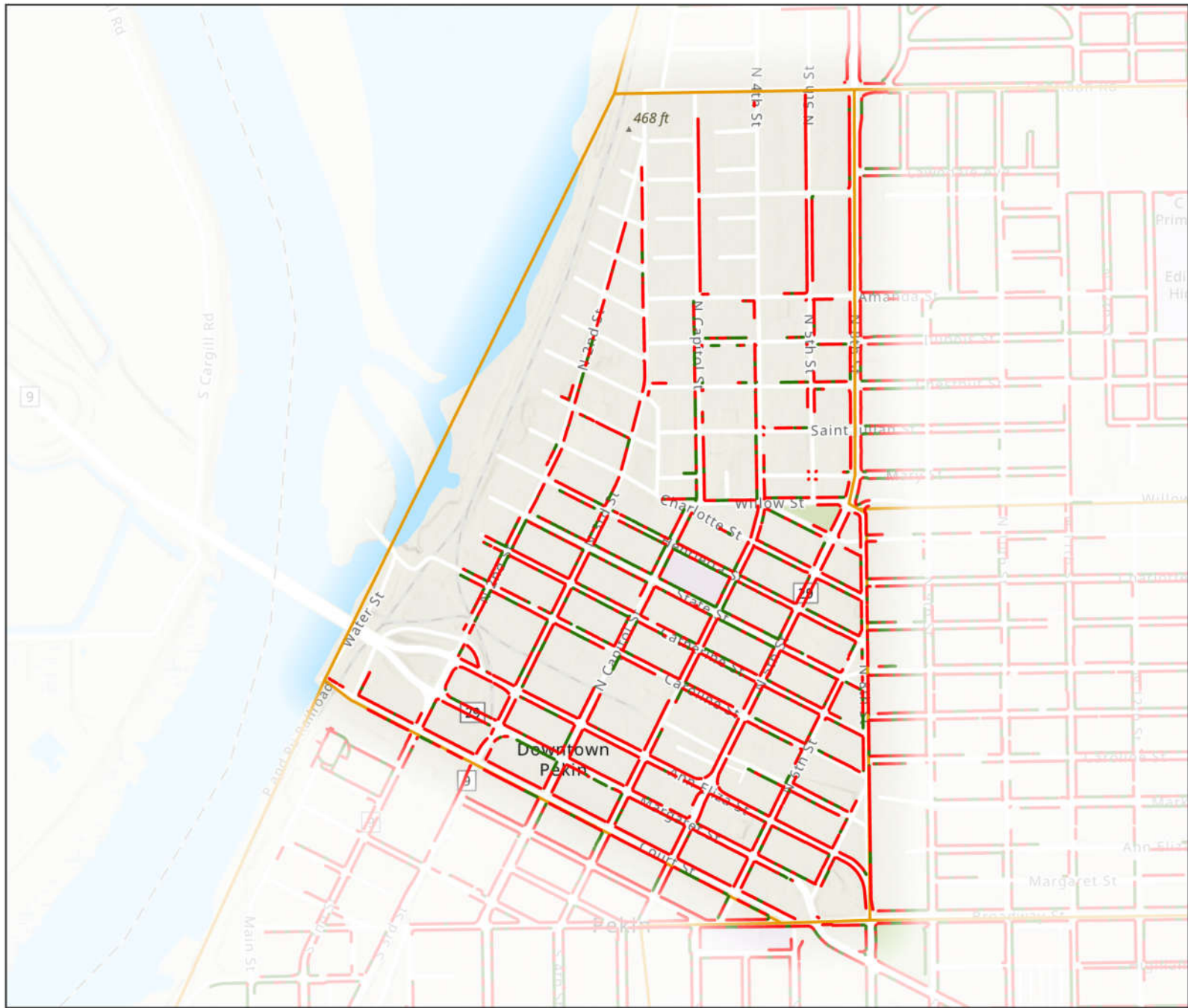
TABLE 2: DISTRICT 3 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	288	\$2,304,000
NO EX. RAMP (NON-COMPLIANT)	73	\$584,000
COMPLIANT	5	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	93	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 3 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		550
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 3 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		29
*COST		\$46,400
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

TABLE 5: DISTRICT 3 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	11	\$8,800
ROAD GRADE (NON-COMPLIANT)	19	
COMPLIANT	4	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	10	
ROAD GRADE (NON-COMPLIANT)	6	
COMPLIANT	15	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 3 - SIDEWALKS



Sidewalk Rating

- Non-Compliant
- Compliant

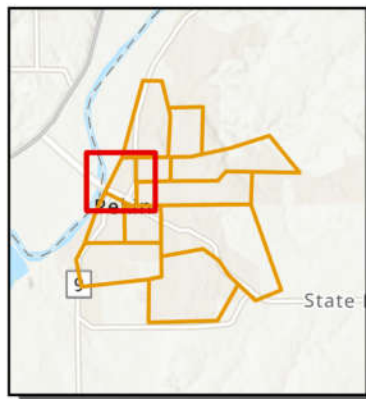
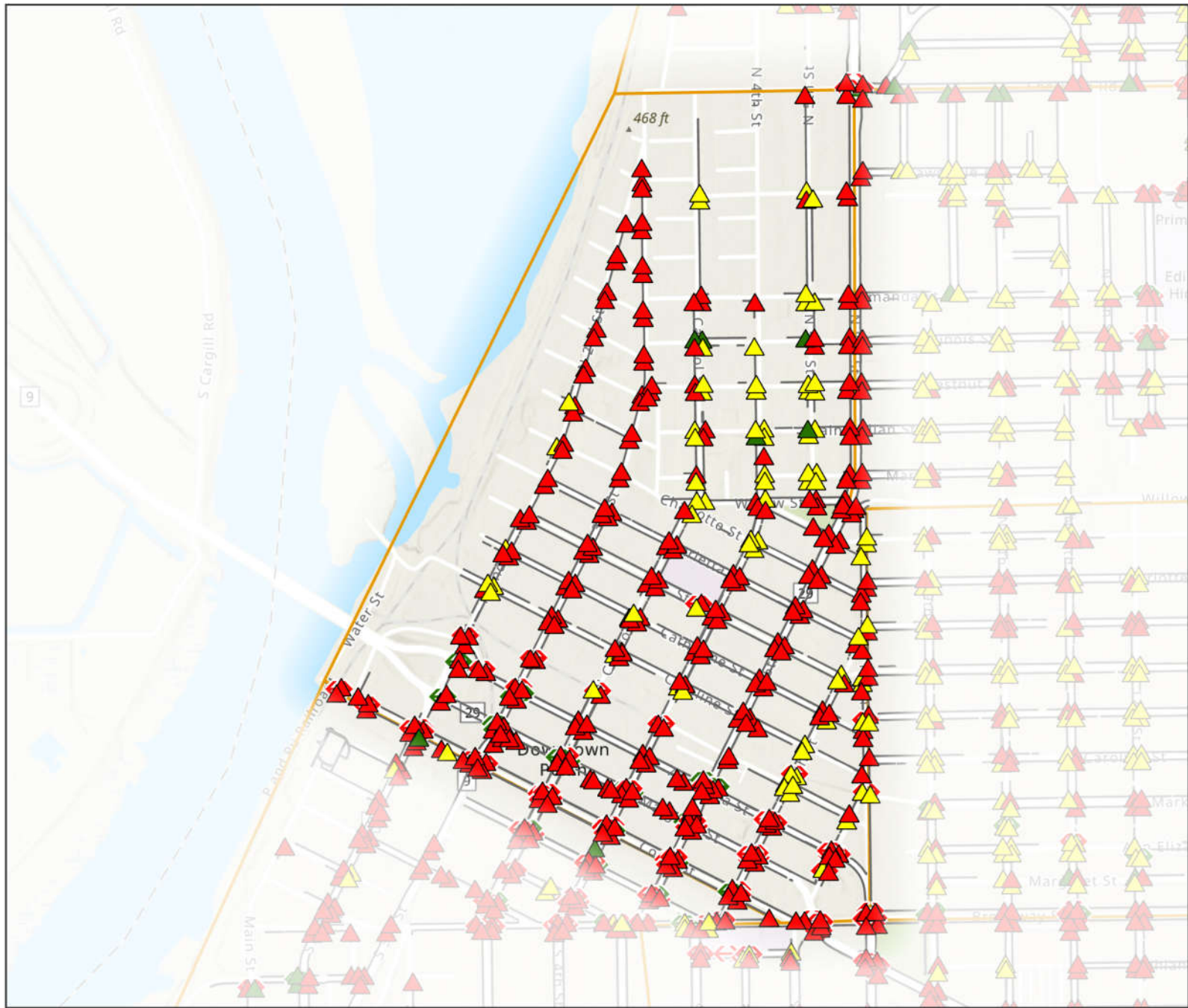


EXHIBIT D - DISTRICT 3

DISTRICT 3 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

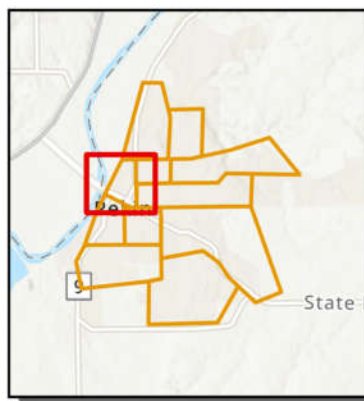
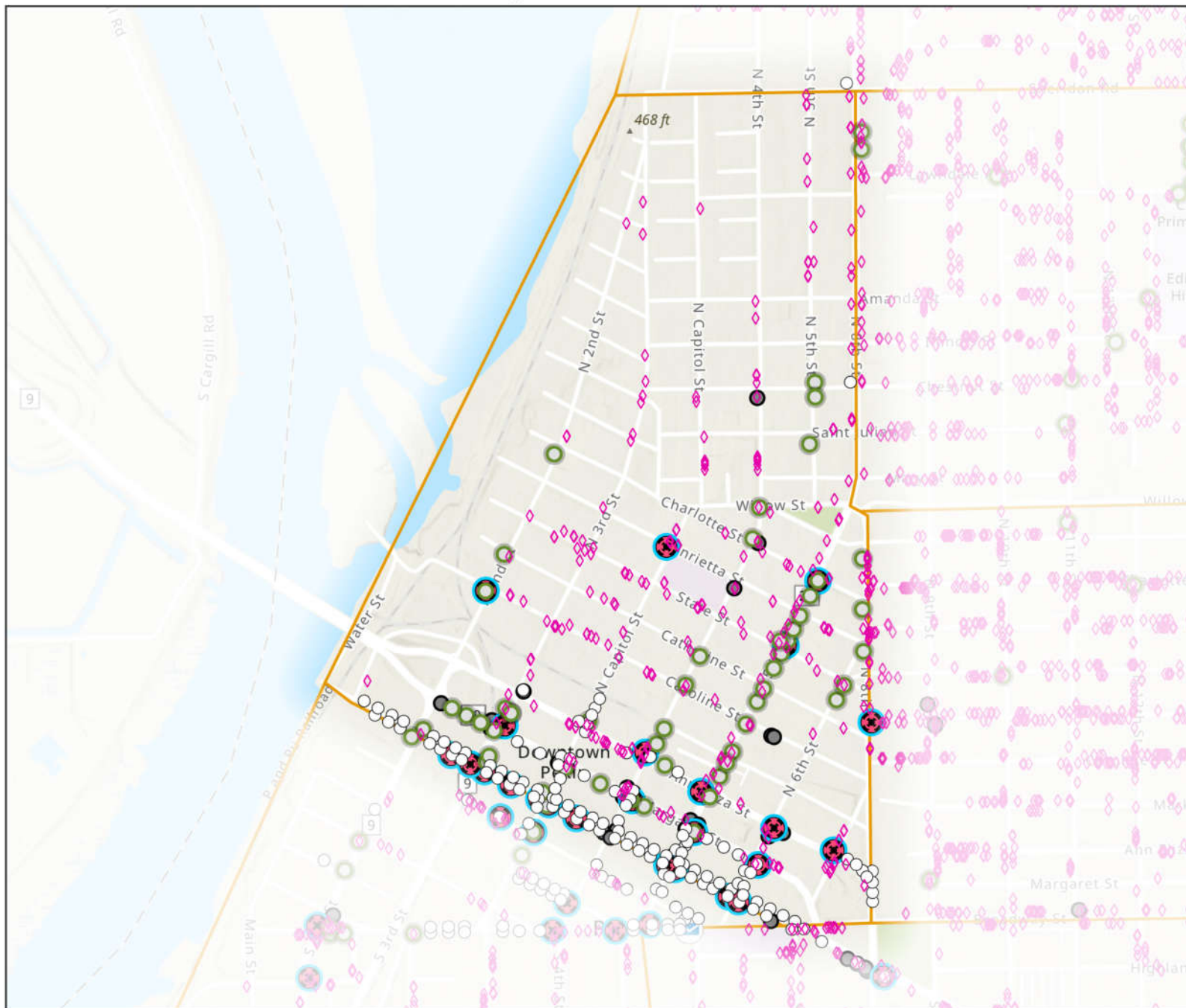


EXHIBIT D - DISTRICT 3

DISTRICT 3

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

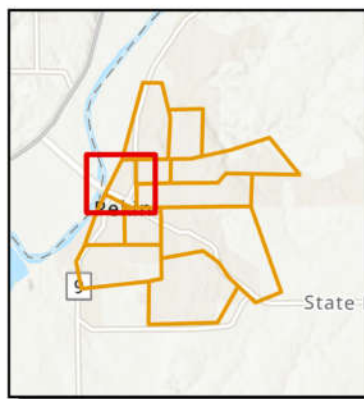
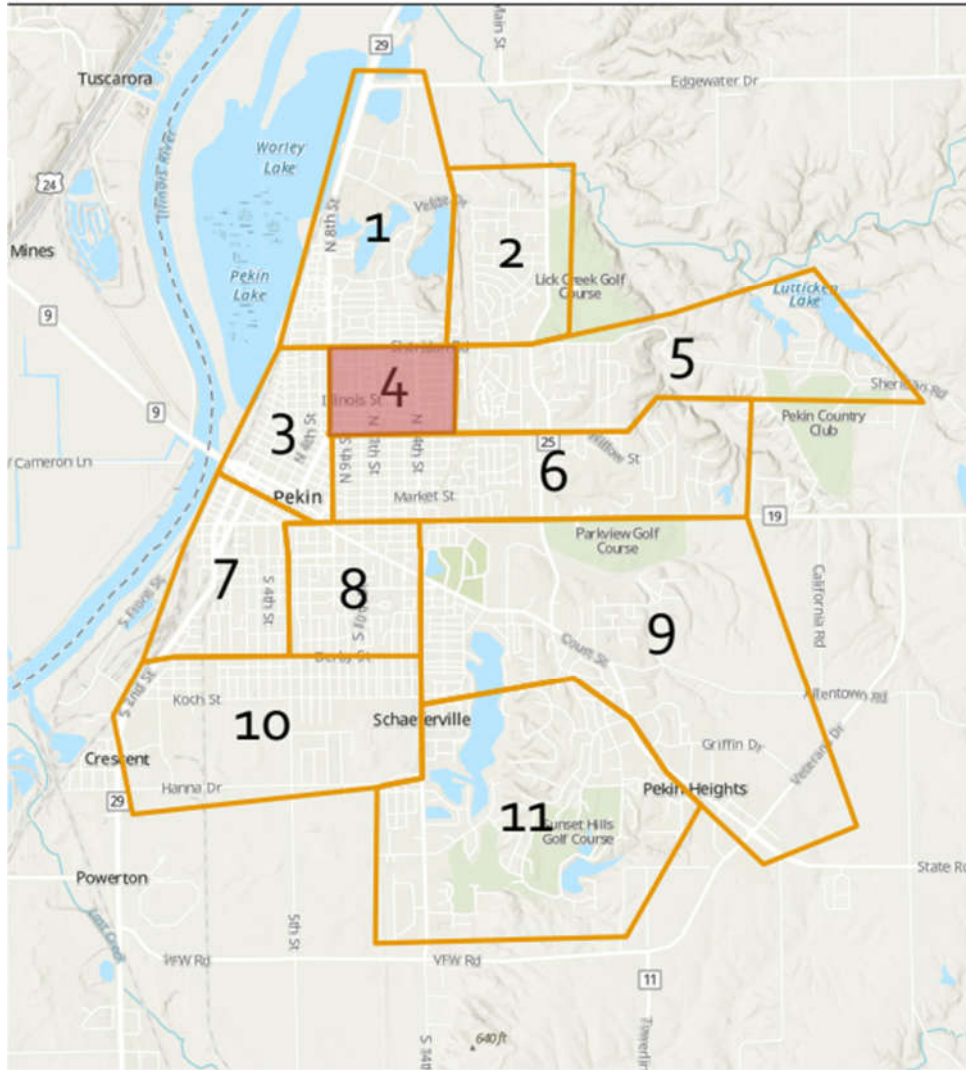


EXHIBIT D - DISTRICT 3



- District 4 is located towards the north-center of the city, and is bounded by Sheridan Road to the North; N 8th Street to the West; Willow Street to the South; and Augusta Street to the East.
 - Specifically, the District begins at the intersection of N 8th Street and Willow Street and runs along the centerline of Willow Street to Augusta Street. From the intersection of Augusta Street the boundary proceeds North to a point along Sheridan Road just east of the intersection of Augusta Street. The boundary continues West along the centerline of Sheridan Road to N 8th Street. From the intersection of N 8th Street the boundary proceeds South along the centerline of N 8th Street to the intersection of N 5th Street and Willow Street. From the intersection the boundary continues southeast to the point of beginning.
- Mainly residential neighborhoods – pedestrian accommodations throughout
- Commercial areas in northwestern portion - pedestrian accommodations throughout

- Several main roads
 - North/South – North 8th St (IL29) and North 14th St
 - North 8th St – IDOT's jurisdiction
 - East/West – Sheridan Rd and Willow St
- Major pedestrian generators
 - Many in commercial area
 - Outside of commercial area
 - Pekin Fire Department Station 2
 - CB Smith Primary School, Edison Junior High School and First Christian Church Pekin
 - Doctor's office off of North 8th St

DISTRICT 4 - SUMMARY

TABLE 1: DISTRICT 4 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	141,083	\$2,257,333
COMPLIANT	72,883	

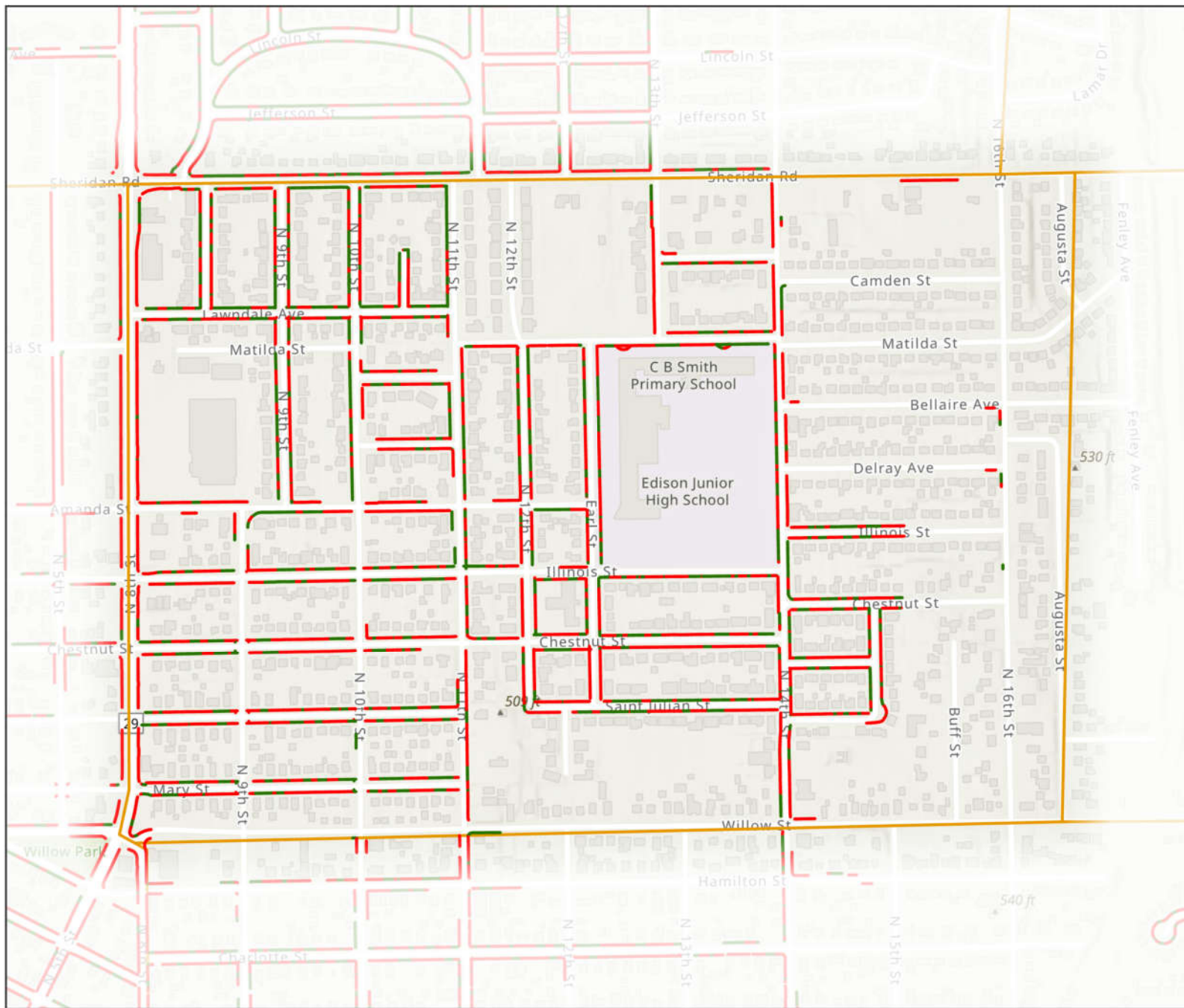
TABLE 2: DISTRICT 4 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	90	\$720,000
NO EX. RAMP (NON-COMPLIANT)	85	\$680,000
COMPLIANT	7	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	13	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 4 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		603
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 4 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		23
	*COST	\$36,800
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

TABLE 5: DISTRICT 4 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	0	\$0
ROAD GRADE (NON-COMPLIANT)	9	
COMPLIANT	2	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 4 - SIDEWALKS



Sidewalk Rating

- Non-Compliant
- Compliant

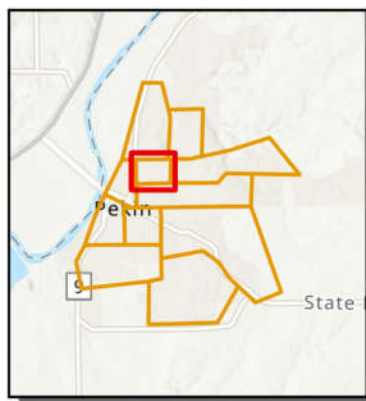
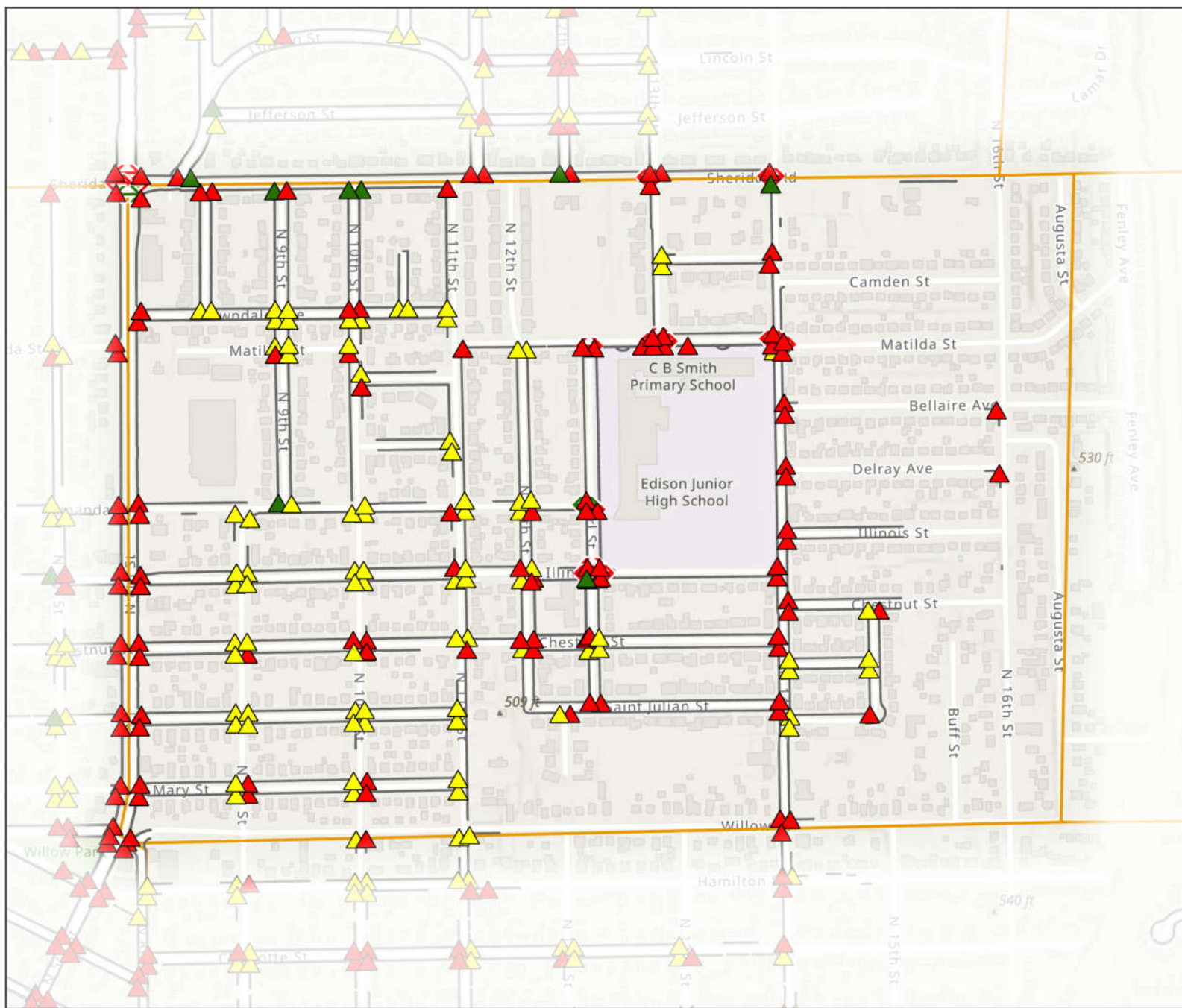


EXHIBIT D - DISTRICT 4

DISTRICT 4 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

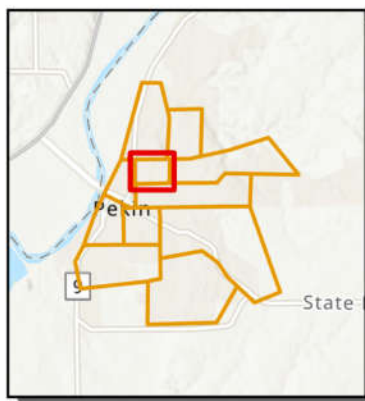
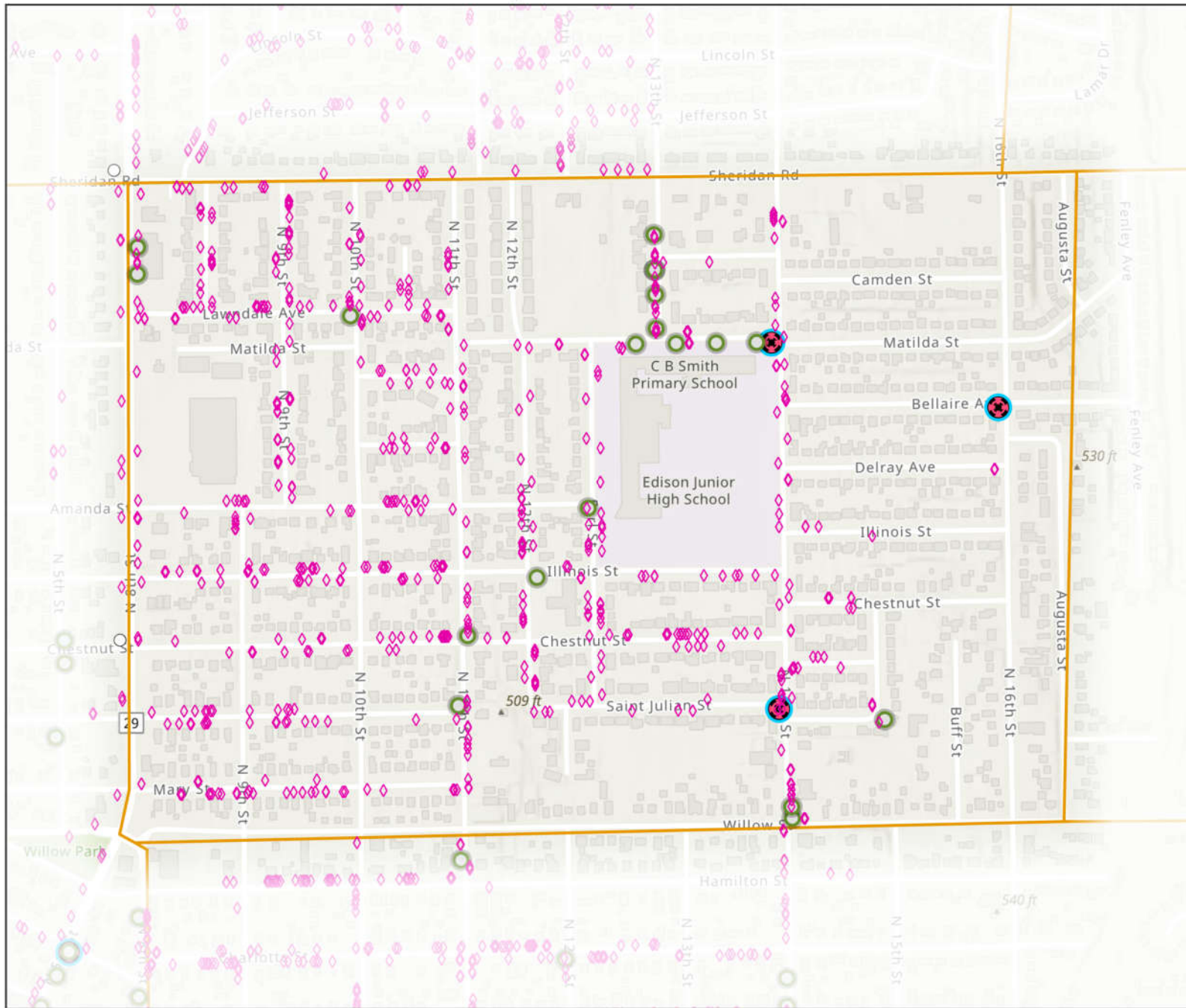


EXHIBIT D - DISTRICT 4

DISTRICT 4

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

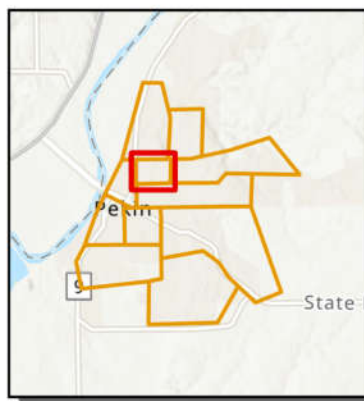
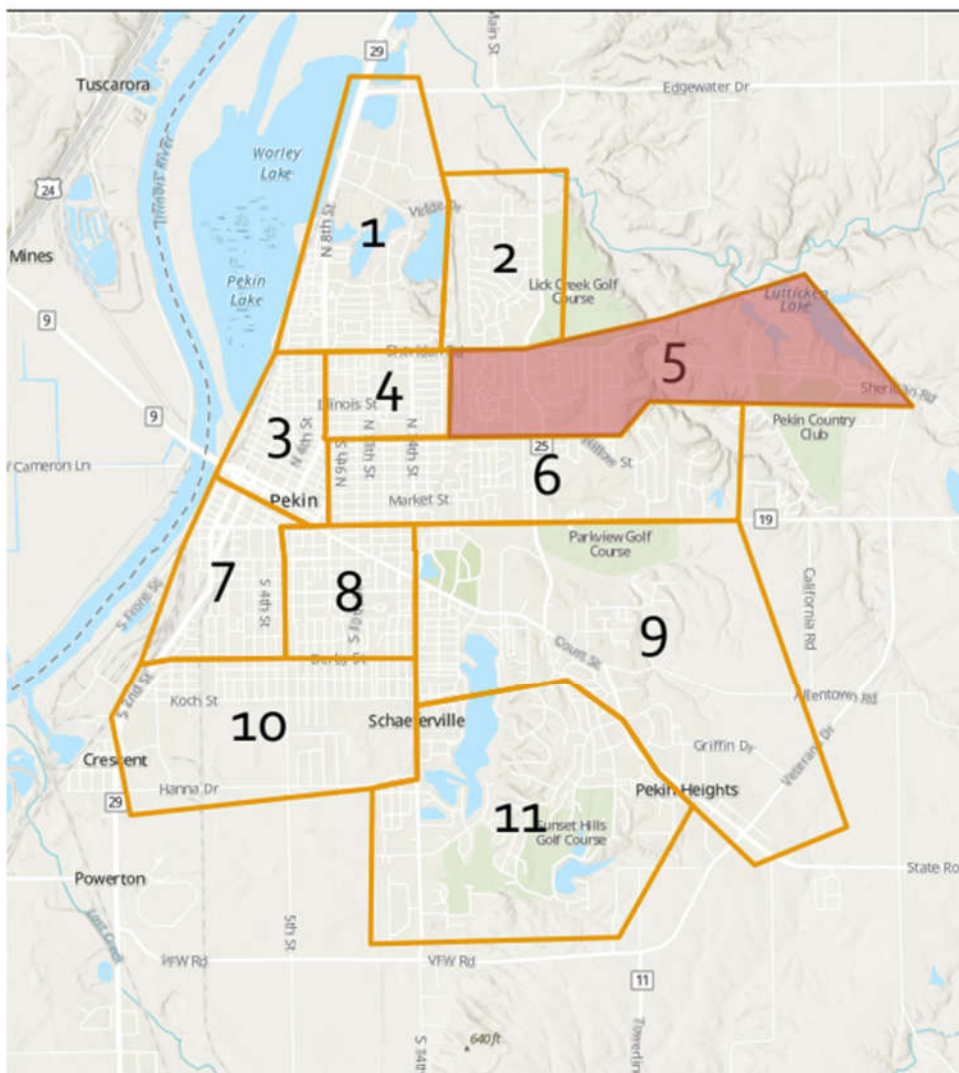


EXHIBIT D - DISTRICT 4



- District 5 encompasses part of the northeastern portion of the city, and is bounded by Augusta Street to the West; Willow Street and Pekin Country Club to the South; Lutticken Lake to the East; and Lick Creek Game Preserve, Lick Creek Golf Course and Sheridan Road to the North.
 - Specifically, the District begins at the intersection of Augusta Street and Willow Street and runs East along the centerline of Willow Street to the First Church of God. Then the boundary runs Northeast around Broadmoor Heights Subdivision and then East to the intersection of Olympia Fields Drive and Country Club Drive and continues to a point on Veterans Drive south of Sheridan Road. From the point on Veterans Drive the boundary proceeds Northwest along the Eastern boundary of Lutticken Lake to Lick Creek Game Preserve Farm Stay. The boundary continues Southwest to the intersection of Sheridan Road and N Parkway Drive. From the intersection the boundary proceeds West along the centerline of Sheridan Road to a point just East of Augusta Street. From the intersection the boundary moves South to the point of beginning.

- Mainly residential neighborhoods – pedestrian accommodations throughout
- Multiple apartment complexes
- Very few commercial buildings
- Multiple main roads run through or around
 - North/South – North Parkway Dr
 - East/West – Sheridan Rd and Willow St
- Major pedestrian generators
 - Willow Primary and several other schools and learning centers
 - Multiple health facilities
 - Several churches

DISTRICT 5 - SUMMARY

TABLE 1: DISTRICT 5 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	202,667	\$3,242,670
COMPLIANT	37,784	

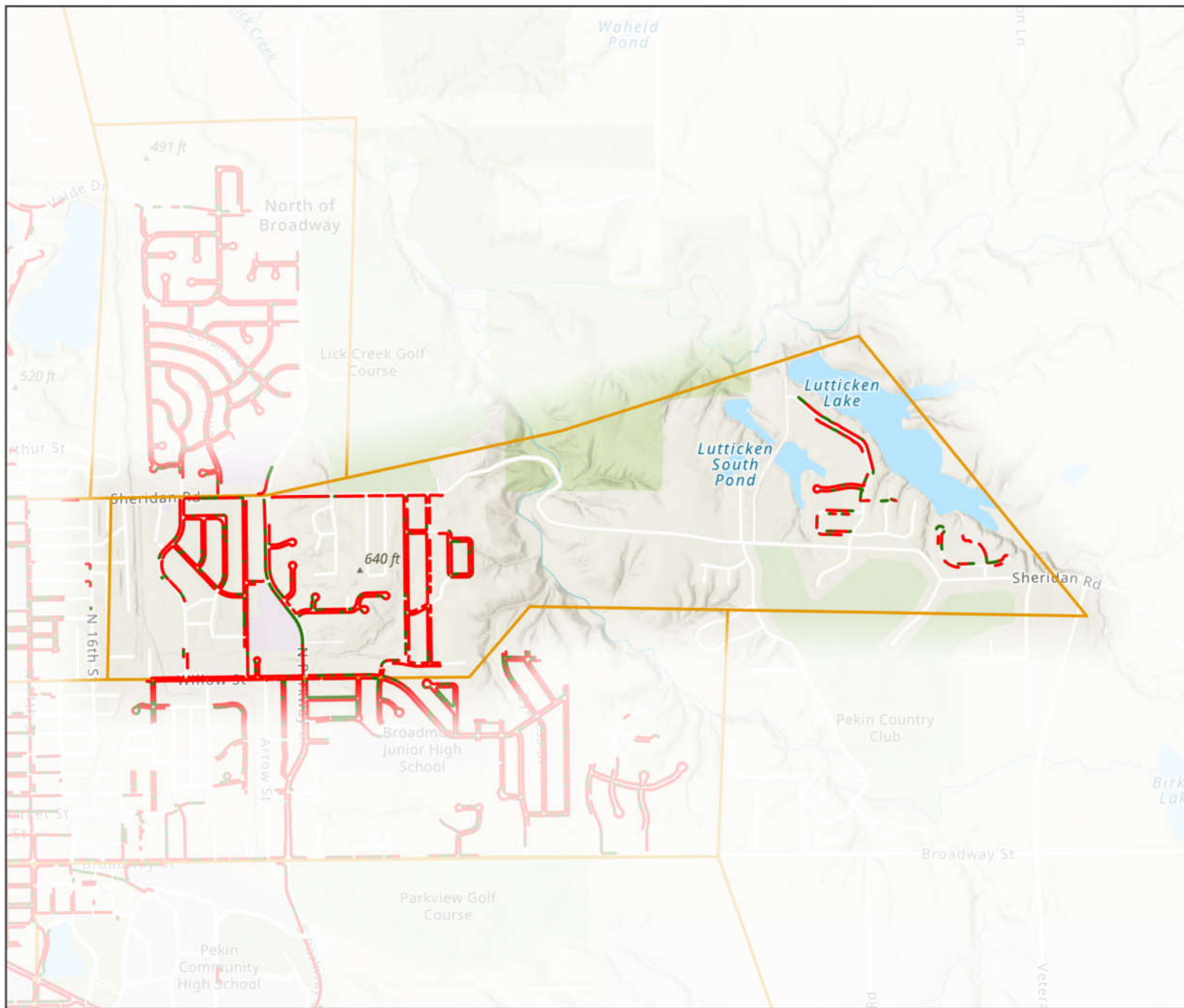
TABLE 2: DISTRICT 5 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	64	\$512,000
NO EX. RAMP (NON-COMPLIANT)	15	\$120,000
COMPLIANT	12	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	0	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 5 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		447
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 5 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		197
*COST		\$315,200
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

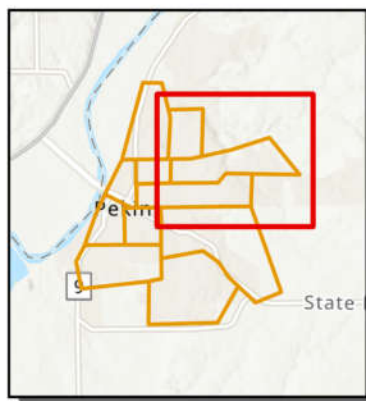
TABLE 5: DISTRICT 5 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	0	\$0
ROAD GRADE (NON-COMPLIANT)	10	
COMPLIANT	7	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 5 - SIDEWALKS

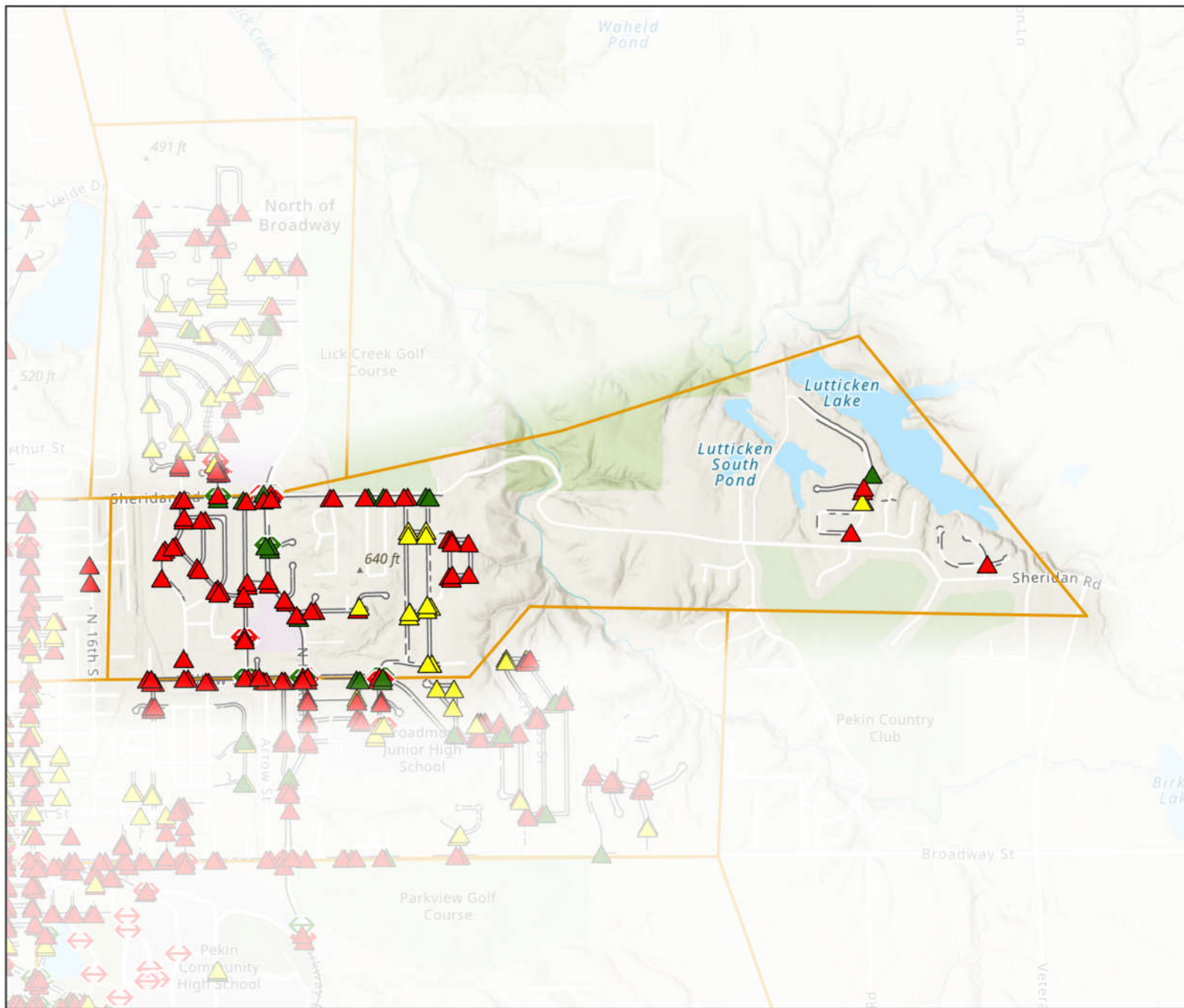


Sidewalk Rating

- Non-Compliant
- Compliant



DISTRICT 5 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

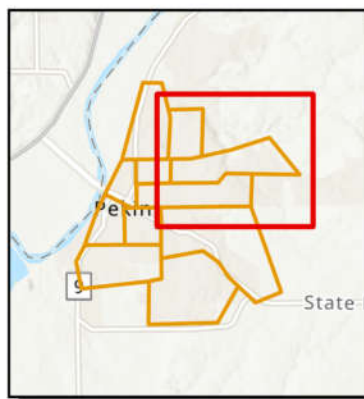
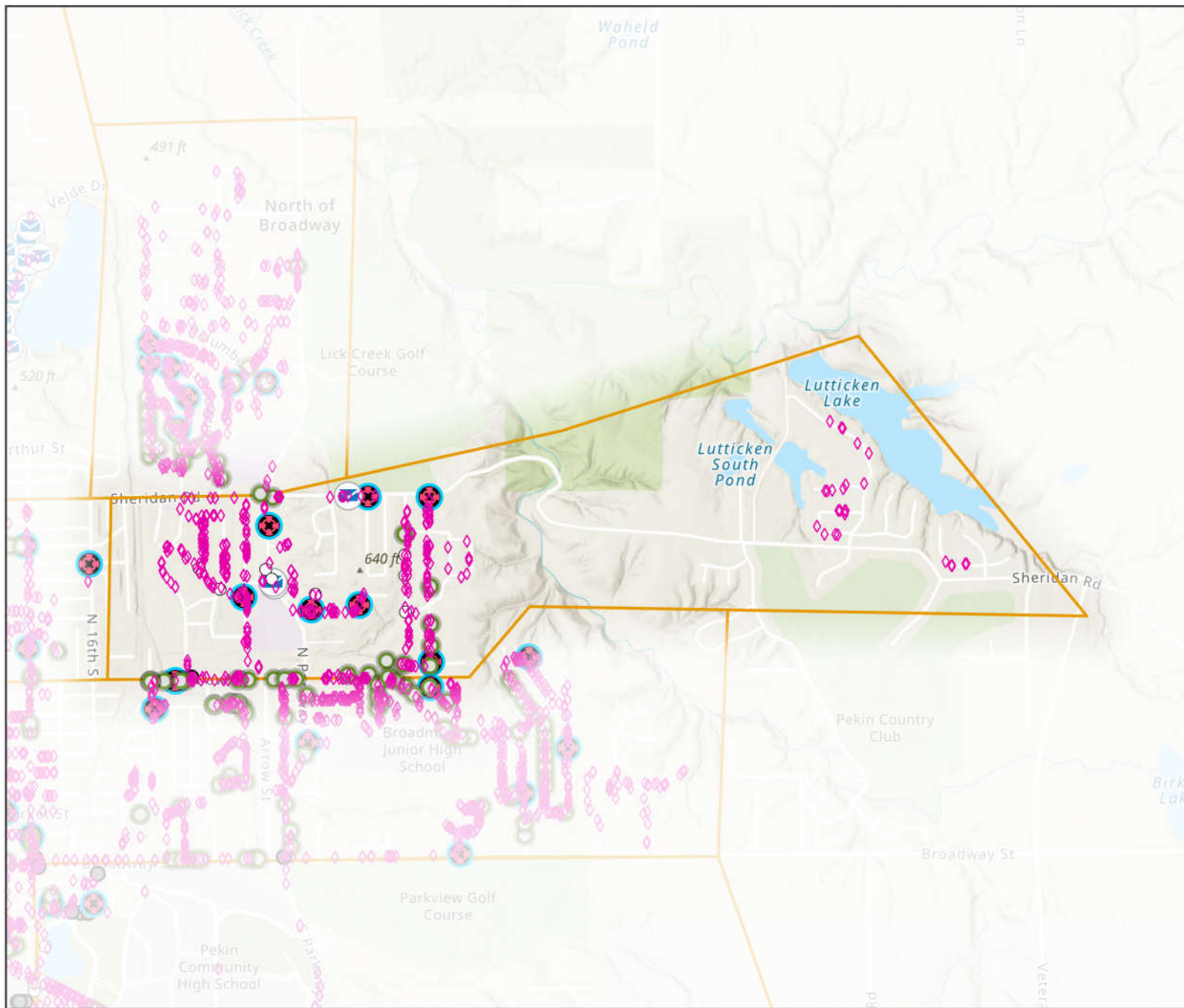


EXHIBIT D - DISTRICT 5

DISTRICT 5

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

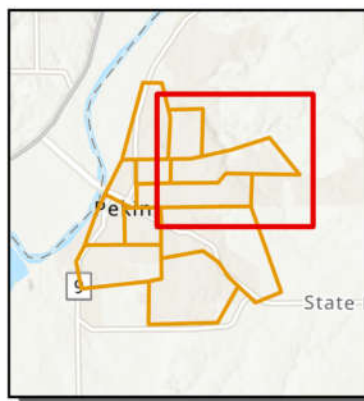
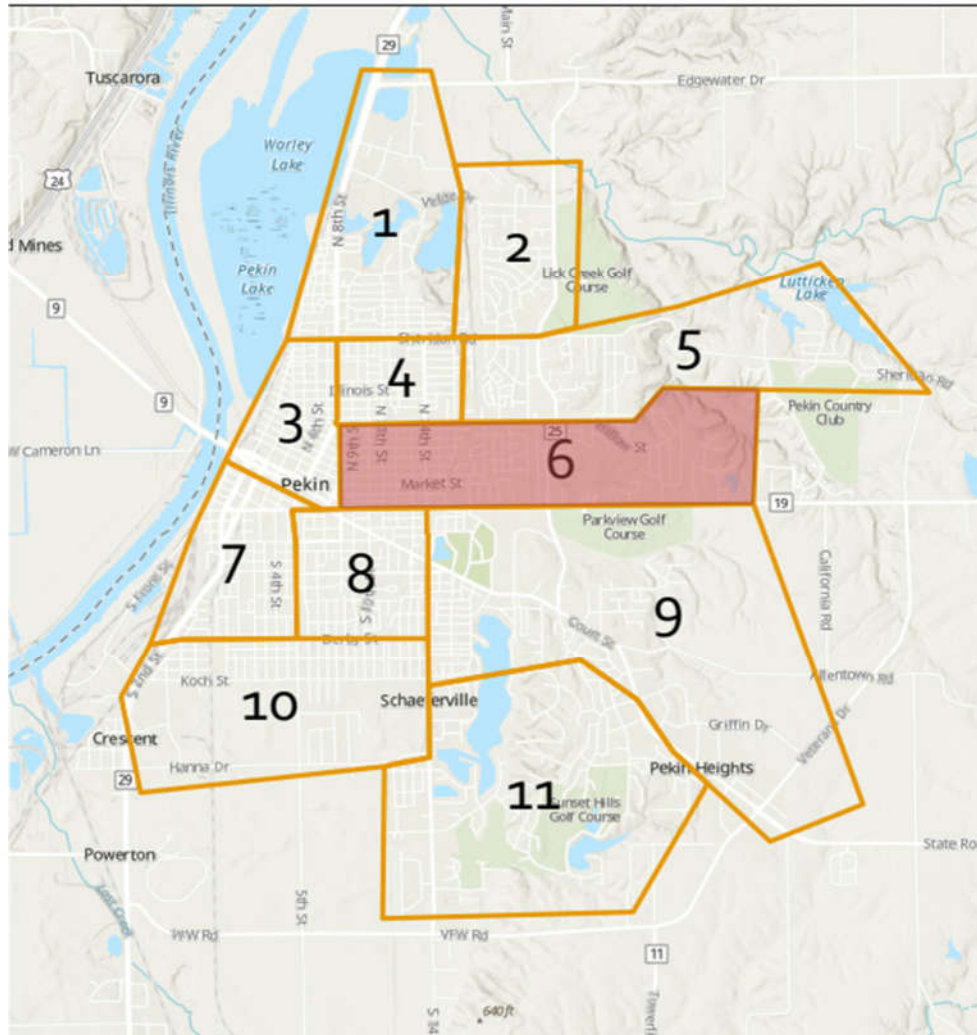


EXHIBIT D - DISTRICT 5



- District 6 Encompasses the geographic center of Pekin and spans eastward. It is bounded by N 8th Street to the West; Broadway Street to the South; an invisible line that runs to the east of Shade Park to the West as shown in the above exhibit; the Northeast by the Northern section of Olympia Fields Drive, Persimmon Drive and the First Church of God; the North is bounded by Willow Street.
 - Specifically, the District begins at the intersection of N 8th Street and Broadway Street and runs East along the centerline of Broadway Street to 2905 Broadway Street. From 2905 Broadway Street the boundary runs North to a point on Olympia Fields Drive. The boundary then continues West along Persimmon Drive and Southwest to the First Church of God. From the Church the boundary proceeds along the centerline of Willow Street to N 8th Street. The boundary then continues south at the intersection along the centerline of N 8th Street to the point of beginning.
- Mainly residential neighborhoods – pedestrian accommodations throughout
- Multiple apartment complexes

- Commercial areas along the main roads
- Multiple main roads
 - North/South – North 8th St, North 14th St and North Parkway
 - Pedestrian accommodations throughout
 - East/West – Broadway St and Willow St
 - Pedestrian accommodations throughout
- Major pedestrian generators
 - Many in commercial area
 - Outside of commercial area
 - Dirksen Primary School and Schramm School
 - Several churches
 - Illinois Long Term Care Management – assisted living facility
 - Rotary Park
 - Tazewell County Genealogical and Historical Society – library/cultural institution

DISTRICT 6 - SUMMARY

TABLE 1: DISTRICT 6 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	441,234	\$7,059,750
COMPLIANT	144,874	

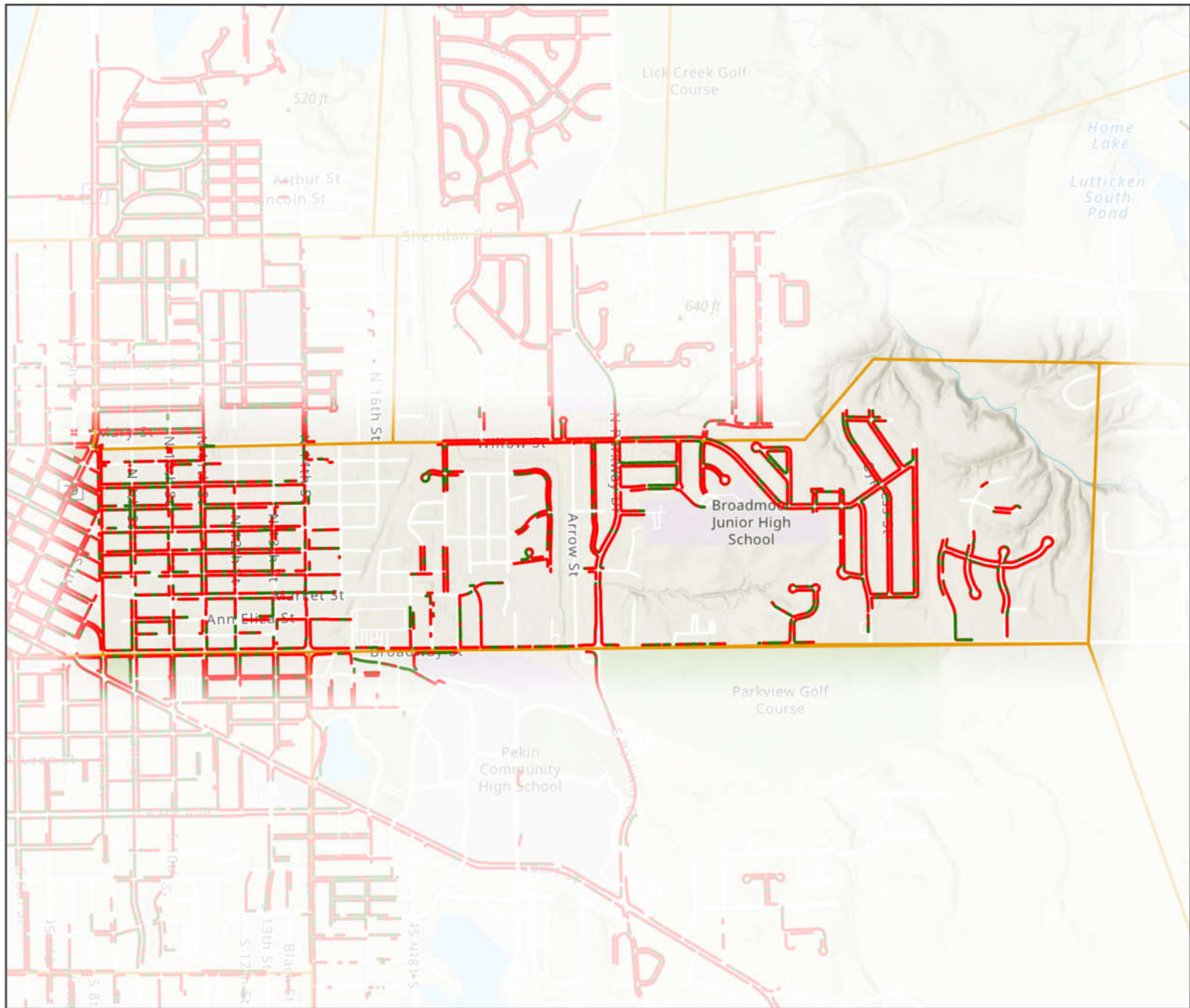
TABLE 2: DISTRICT 6 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	198	\$1,584,000
NO EX. RAMP (NON-COMPLIANT)	147	\$1,176,000
COMPLIANT	21	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	0	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 6 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		1,964
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 6 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		103
	*COST	\$164,800
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

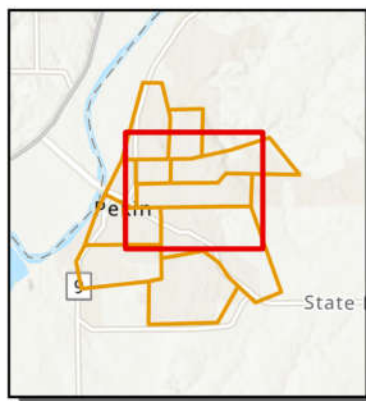
TABLE 5: DISTRICT 6 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	0	\$0
ROAD GRADE (NON-COMPLIANT)	8	
COMPLIANT	7	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 6 - SIDEWALKS

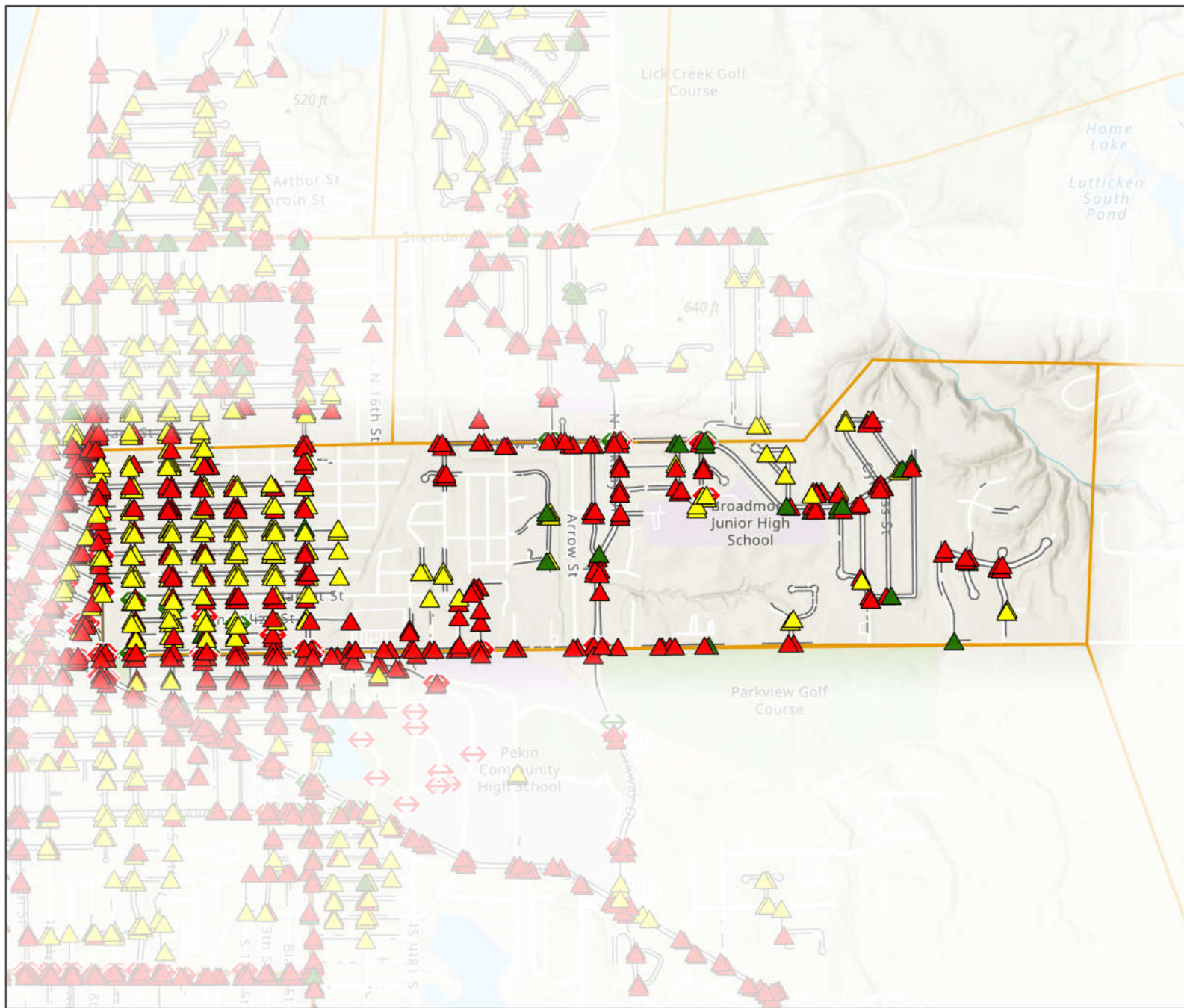


Sidewalk Rating

- Non-Compliant
- Compliant



DISTRICT 6 - RAMPS/CROSSWALKS



Ramp Rating

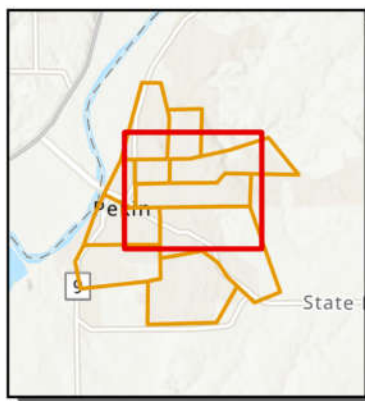
- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

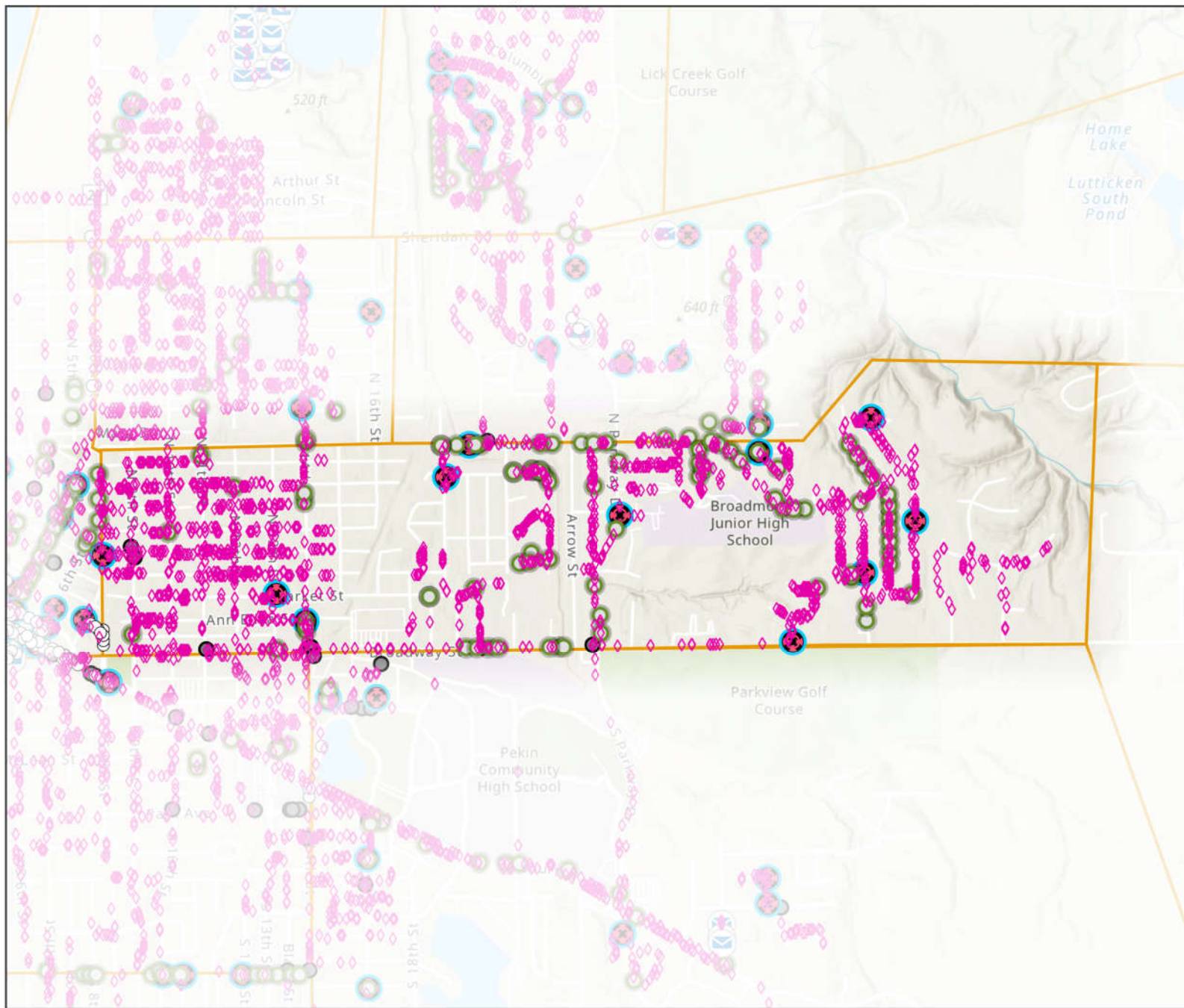
Existing Sidewalk

- Existing Sidewalk



DISTRICT 6

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

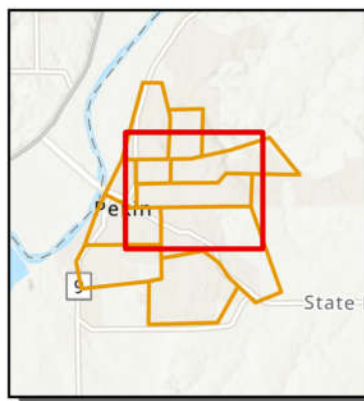
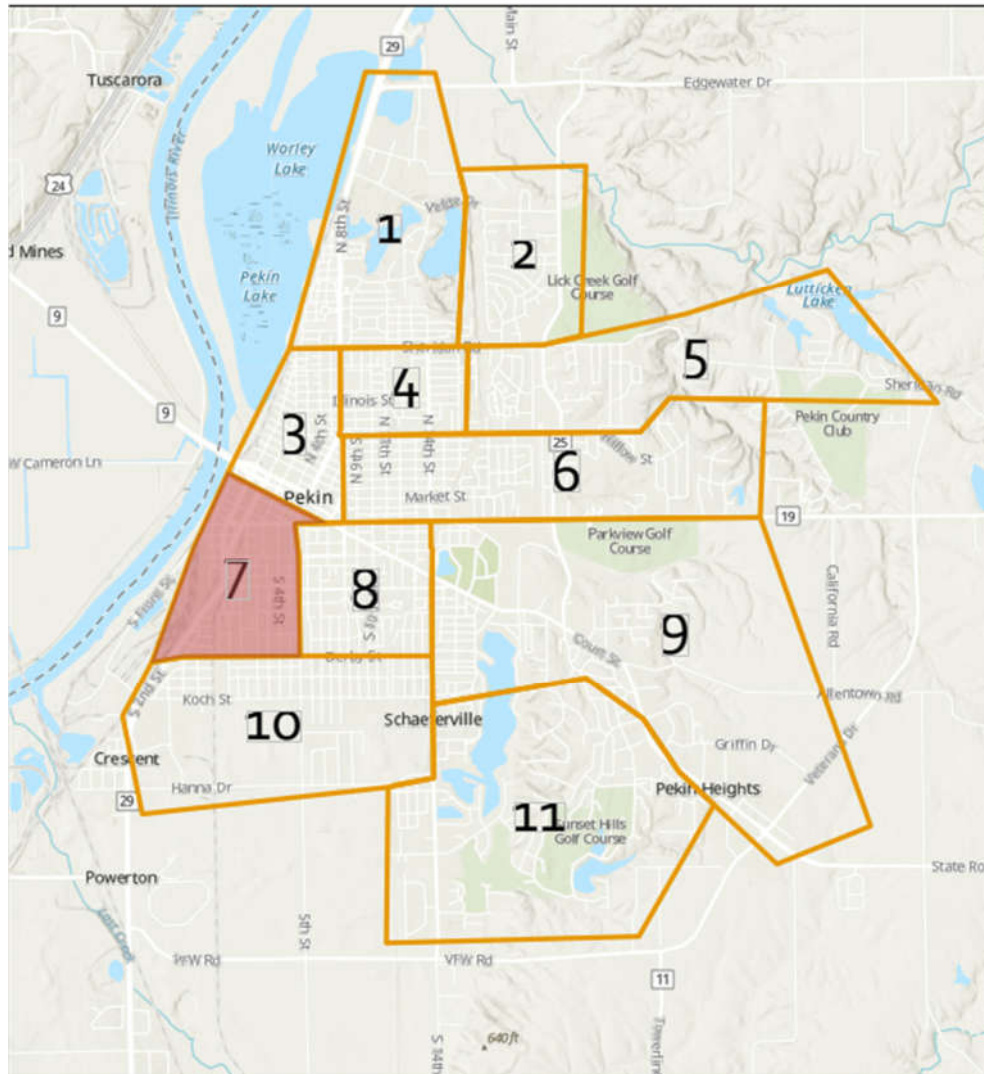


EXHIBIT D - DISTRICT 6



- District 7 encompasses part of the western edge of the city and is bounded by the Illinois River on the West; Derby Street to the South; 5th Street and Broadway Street on the East; and Court Street to the North.
 - Specifically, District 7 begins at the intersection of S 2nd Street and Derby Street and runs along the centerline of Derby Street to S 5th Street. From the intersection of S 5th Street the boundary proceeds north along the centerline of S 5th Street to Washington Street. The boundary then proceeds Northwest from the intersection of Washington Street to the intersection of S 5th Street and Broadway Street. From the intersection the boundary continues East along the centerline of Broadway Street to Court Street. The boundary proceeds Northwest along the centerline of Court Street to the Southern entrance of Pekin Pier parking lot. From the parking lot the boundary continues South past the crossing of the railroad tracks and dock entrance off of Fayette Street to a point on S Front Street north of the wastewater treatment plant. The boundary continues South towards the Alto Pekin plant before turning northeast to the point of beginning.

- Residential neighborhoods – pedestrian accommodations throughout
- Apartment complexes
- Commercial areas – pedestrian accommodations throughout
 - Roughly half of downtown area
 - Along South 2nd St and Derby St
- Many roads bring you to Broadway St and allow access to downtown area
 - North/South – South 2nd St
 - South 2nd St and South 3rd Ave are IDOT's jurisdiction
 - East/West – Derby St
- Major pedestrian generators
 - Many in downtown area
 - Pekin City Police Department, Tazwell County Courthouse, as well as many other government buildings
 - Outside of downtown area
 - Jefferson Primary School
 - Multiple churches

DISTRICT 7 - SUMMARY

TABLE 1: DISTRICT 7 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	257,545	\$4,120,721
COMPLIANT	94,009	

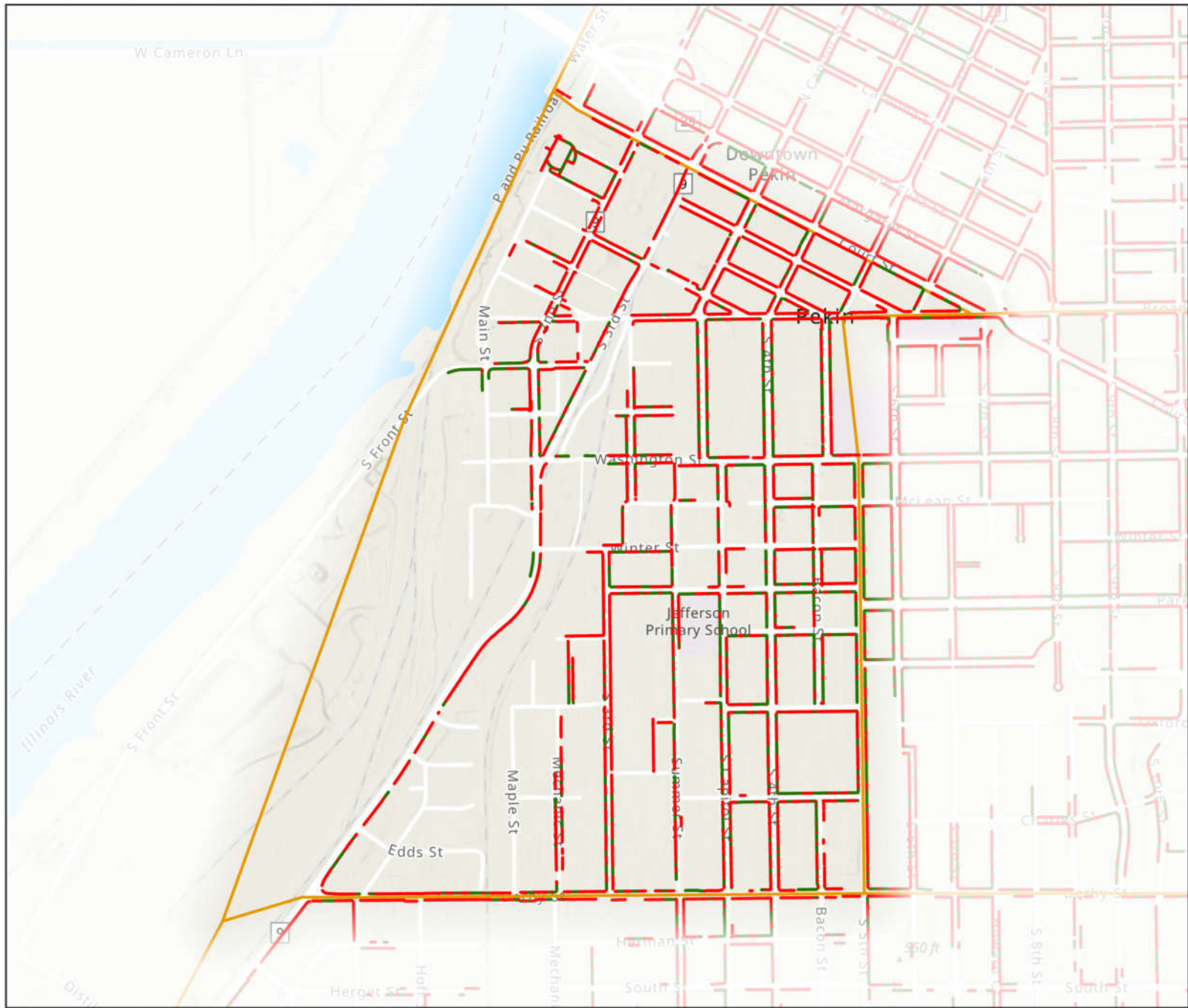
TABLE 2: DISTRICT 7 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	225	\$1,800,000
NO EX. RAMP (NON-COMPLIANT)	50	\$400,000
COMPLIANT	18	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	61	
NO EX. RAMP (NON-COMPLIANT)	4	
COMPLIANT	3	

TABLE 3: DISTRICT 7 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		820
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 7 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		38
*COST		\$60,800
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

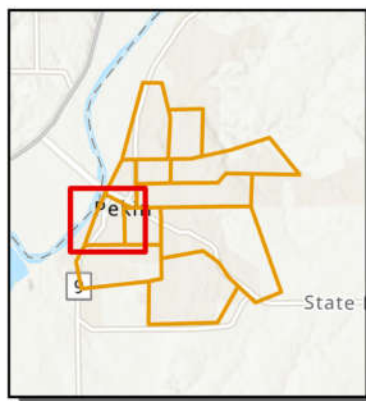
TABLE 5: DISTRICT 7 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	4	\$3,200
ROAD GRADE (NON-COMPLIANT)	31	
COMPLIANT	12	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	2	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 7 - SIDEWALKS

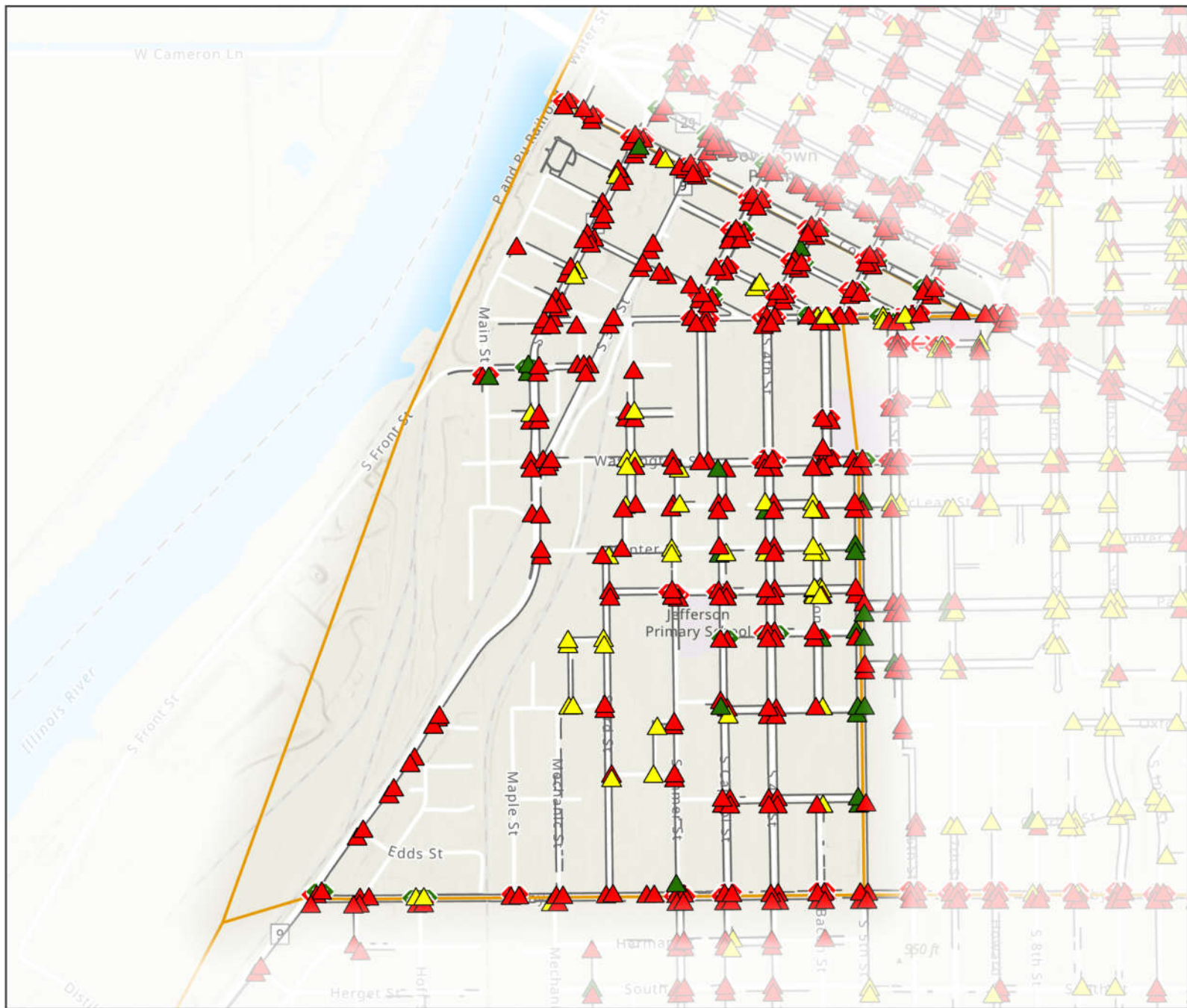


Sidewalk Rating

- Non-Compliant
- Compliant



DISTRICT 7 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

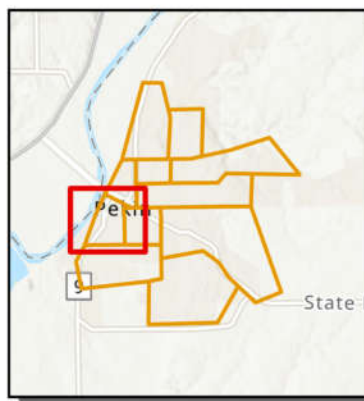
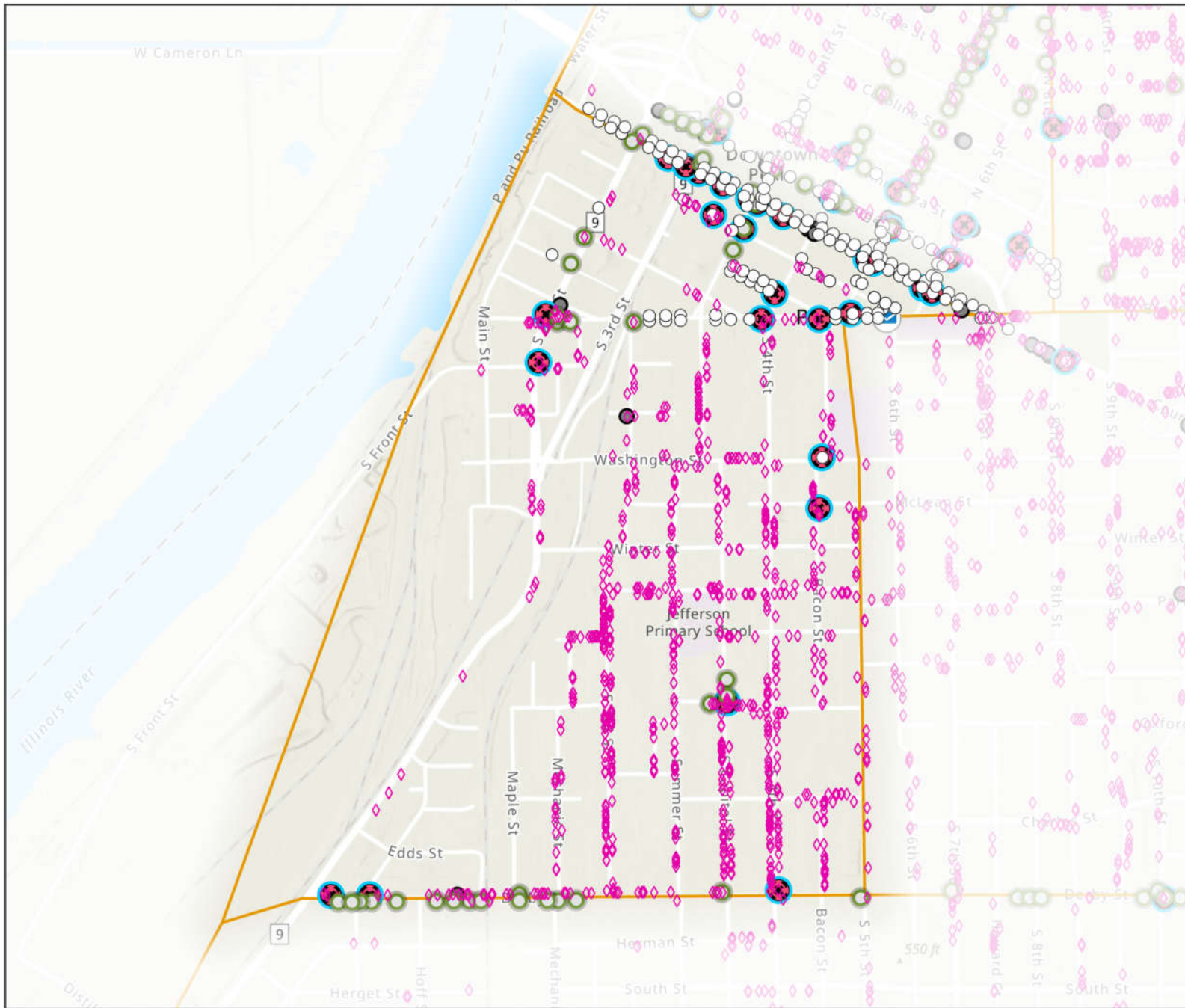


EXHIBIT D - DISTRICT 7

DISTRICT 7

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

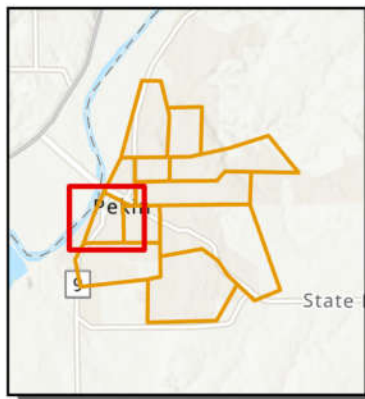
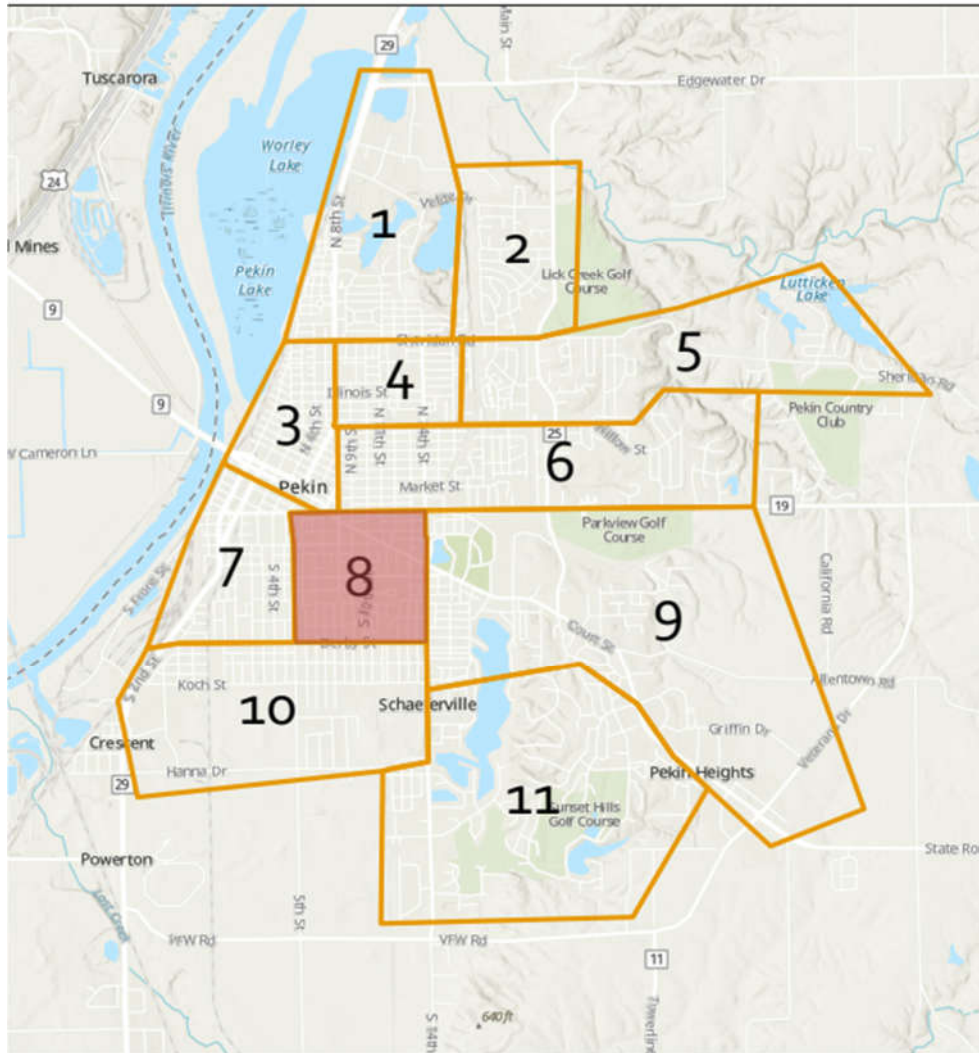


EXHIBIT D - DISTRICT 7



- District 8 encompasses a portion of the center of the city, and is bounded by S. 5th Street to the West; Derby Street to the South; S. 14th Street to the East; and Broadway Street to the North.
 - Specifically, District 8 begins at the intersection of S. 5th Street and Derby Street and runs East along the centerline of Derby Street to S. 14th Street. From the intersection of S. 14th Street the boundary proceeds North along the centerline of S. 14th Street to Broadway Street. The boundary continues West along the centerline of Broadway Street to 5th Street. From the intersection at 5th Street the boundary continues South to the intersection of Washington Street and 5th Street. The boundary then runs South along the centerline of 5th Street to the point of beginning.
- Mainly residential neighborhoods – pedestrian accommodations throughout
- Commercial areas along main thoroughfares – pedestrian accommodations throughout
 - Northwestern portion border the downtown area

- Main roads
 - North/South – South 5th St and South 14th St
 - East/West – Broadway St, Derby St and Park Ave
 - Court St runs diagonal and provides access to Broadway St and South 14th St
- Major pedestrian generators
 - Many in commercial areas and downtown area
 - Outside of downtown area
 - Pekin Public Schools Administration and Washington Intermediate School
 - James Park and Blinkiron Park
 - Several churches
 - Place on Prince – retirement community
 - Pekin Memorial Hospital

DISTRICT 8 - SUMMARY

TABLE 1: DISTRICT 8 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	262,146	\$4,194,333
COMPLIANT	137,569	

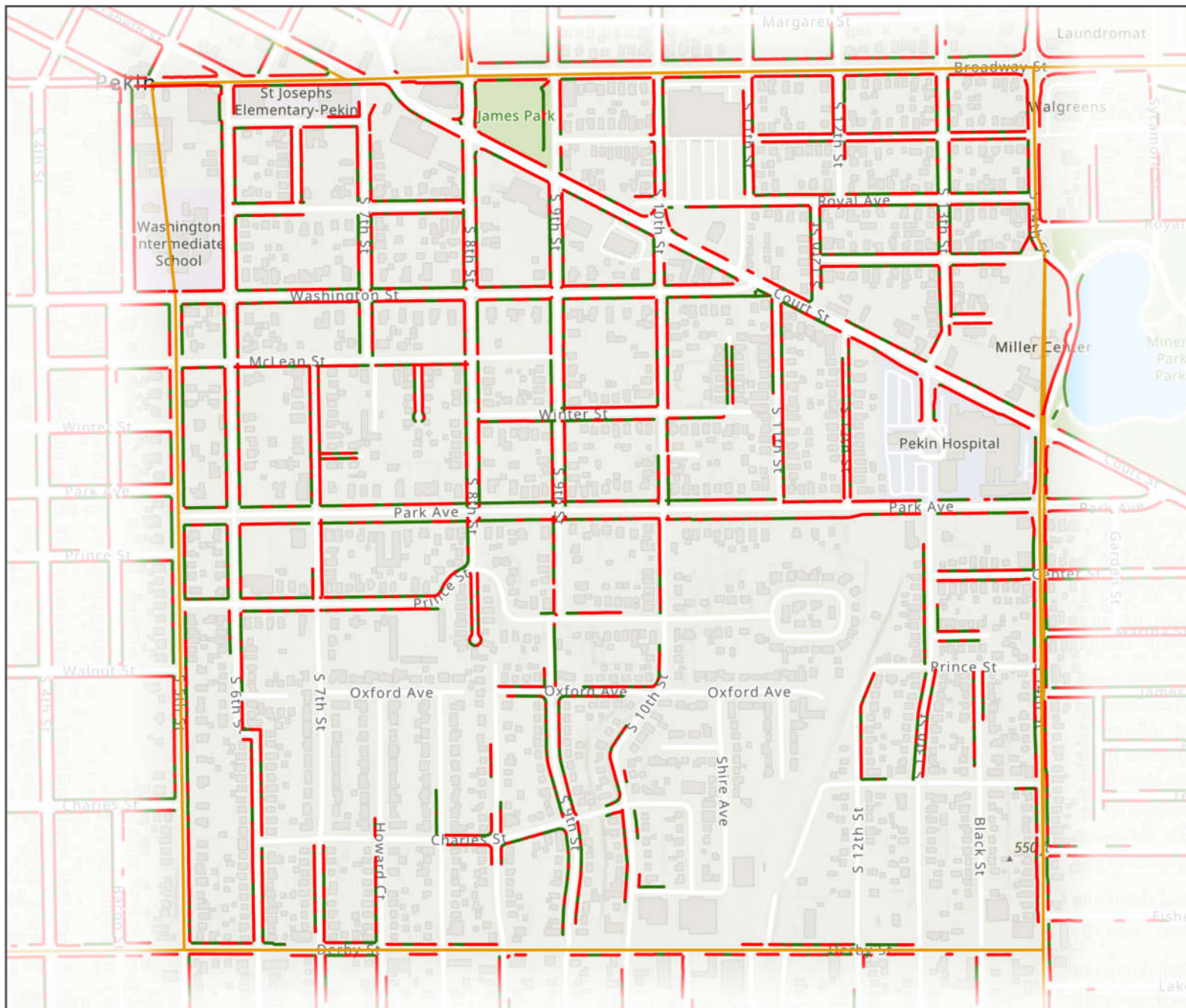
TABLE 2: DISTRICT 8 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	199	\$1,592,000
NO EX. RAMP (NON-COMPLIANT)	90	\$720,000
COMPLIANT	12	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	0	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 8 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		621
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 8 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		40
*COST		\$64,000
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

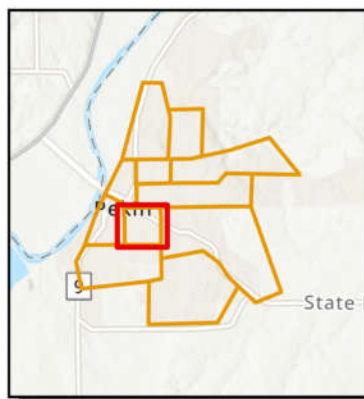
TABLE 5: DISTRICT 8 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	8	\$6,400
ROAD GRADE (NON-COMPLIANT)	7	
COMPLIANT	8	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 8 - SIDEWALKS

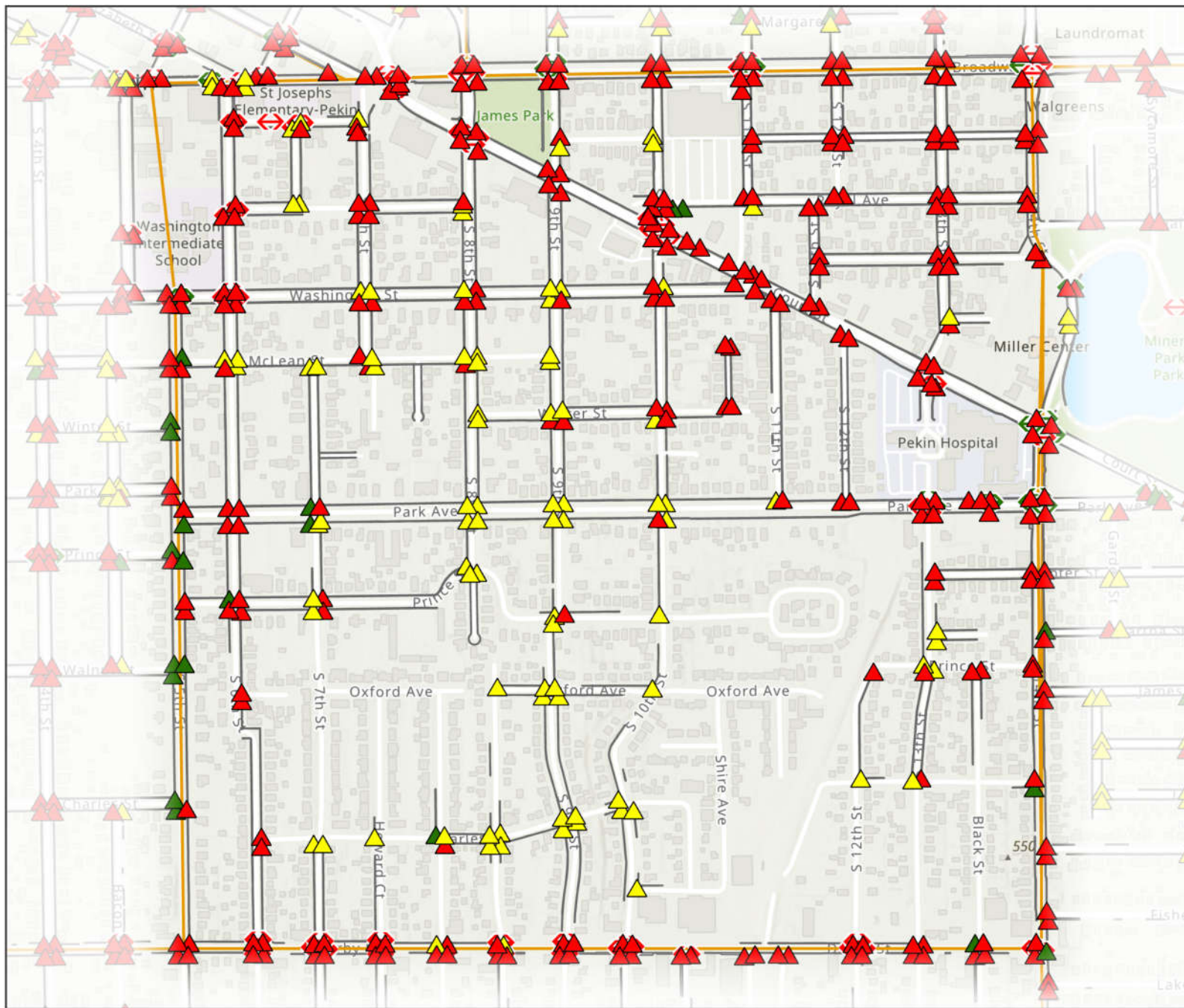


Sidewalk Rating

- Non-Compliant
- Compliant



DISTRICT 8 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

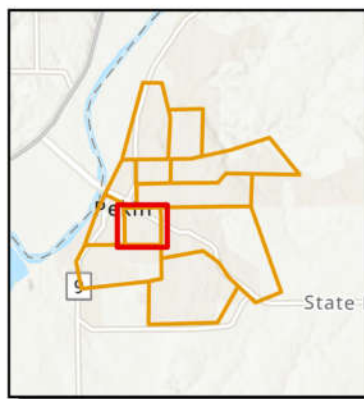
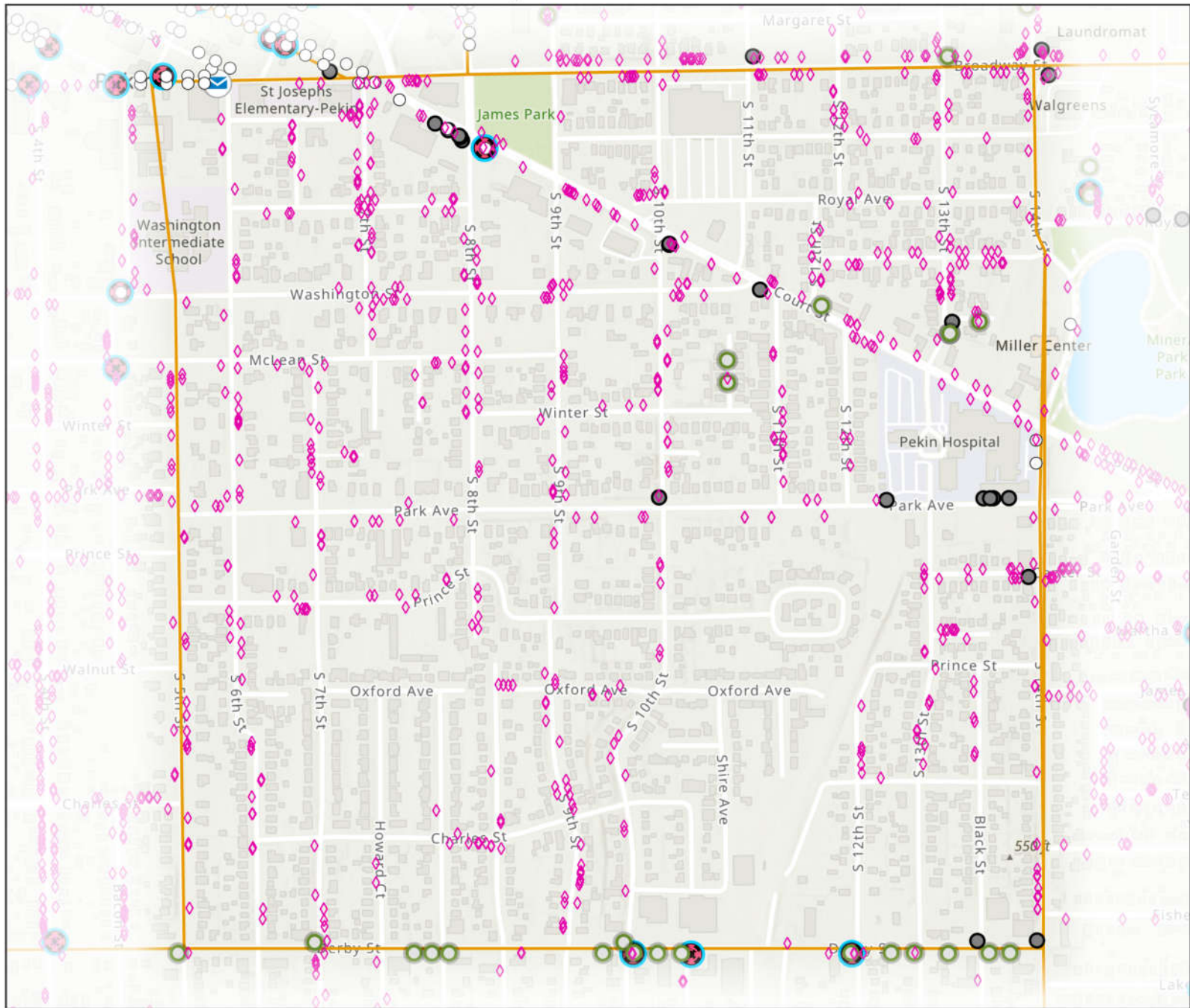


EXHIBIT D - DISTRICT 8

DISTRICT 8

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

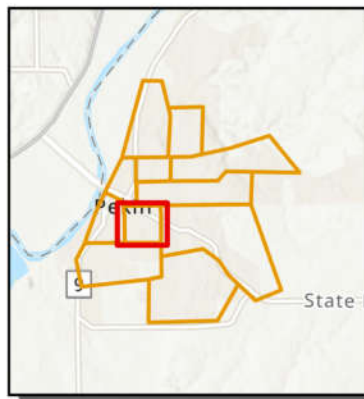
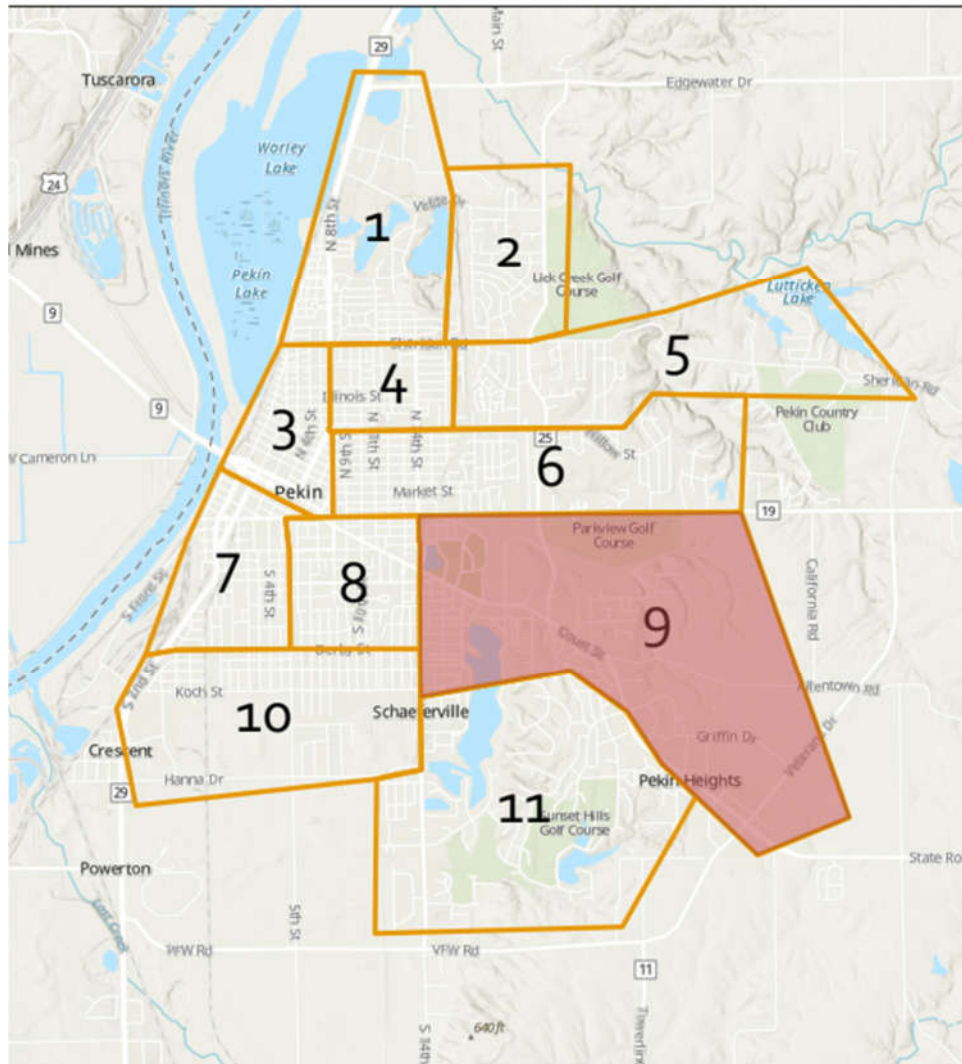


EXHIBIT D - DISTRICT 8



- District 9 encompasses the southeastern portion of the city, and is bounded by Broadway Street to the North; West by S. 14th Street; Veterans drive to the East; Southeast by Illinois State Route 9; and South by an imaginary line that separates the Sunset Hills and Schaeferville Subdivisions as shown in the exhibit above.
 - Specifically, District 9 begins at the intersection of Broadway Street and S 14th Street and runs along the centerline of Broadway Street to 2905 Broadway Street. From 2905 Broadway Street the boundary proceeds Southeast to a point north and west of Syngenta Seeds. Then Southwest to a point in Walmart Supercenter parking lot. Then Northwest to the intersection of Court Street West and Valle Vista Boulevard. The boundary then runs along an imaginary line that divides Sunset Hills Subdivision and Schaeferville Subdivisions as shown on the above exhibit to the intersection of Norman Drive and S 14th Street. From the intersection the boundary continues North along the centerline of S 14th Street to the point of beginning.

- Approximately half residential – pedestrian accommodations throughout but only in most northeastern portion
- Approximately half commercial
 - Along main roads
- Main roads
 - Court St, South Parkway Dr, Broadway St, South 14th St and Veterans Dr
 - Sidewalk along both sides of South 14th and northern portion of Court St
 - Some sidewalk along South Parkway Dr
- Major pedestrian generators
 - Pekin Community High School and multiple other schools
 - Several parks and recreational facilities
 - Largest ones being Mineral Springs Park and Parkview Golf Course
 - Multiple churches
 - Several health care facilities
 - UAW Senior Citizens Center – senior services

DISTRICT 9 - SUMMARY

TABLE 1: DISTRICT 9 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	179,261	\$2,868,175
COMPLIANT	66,551	

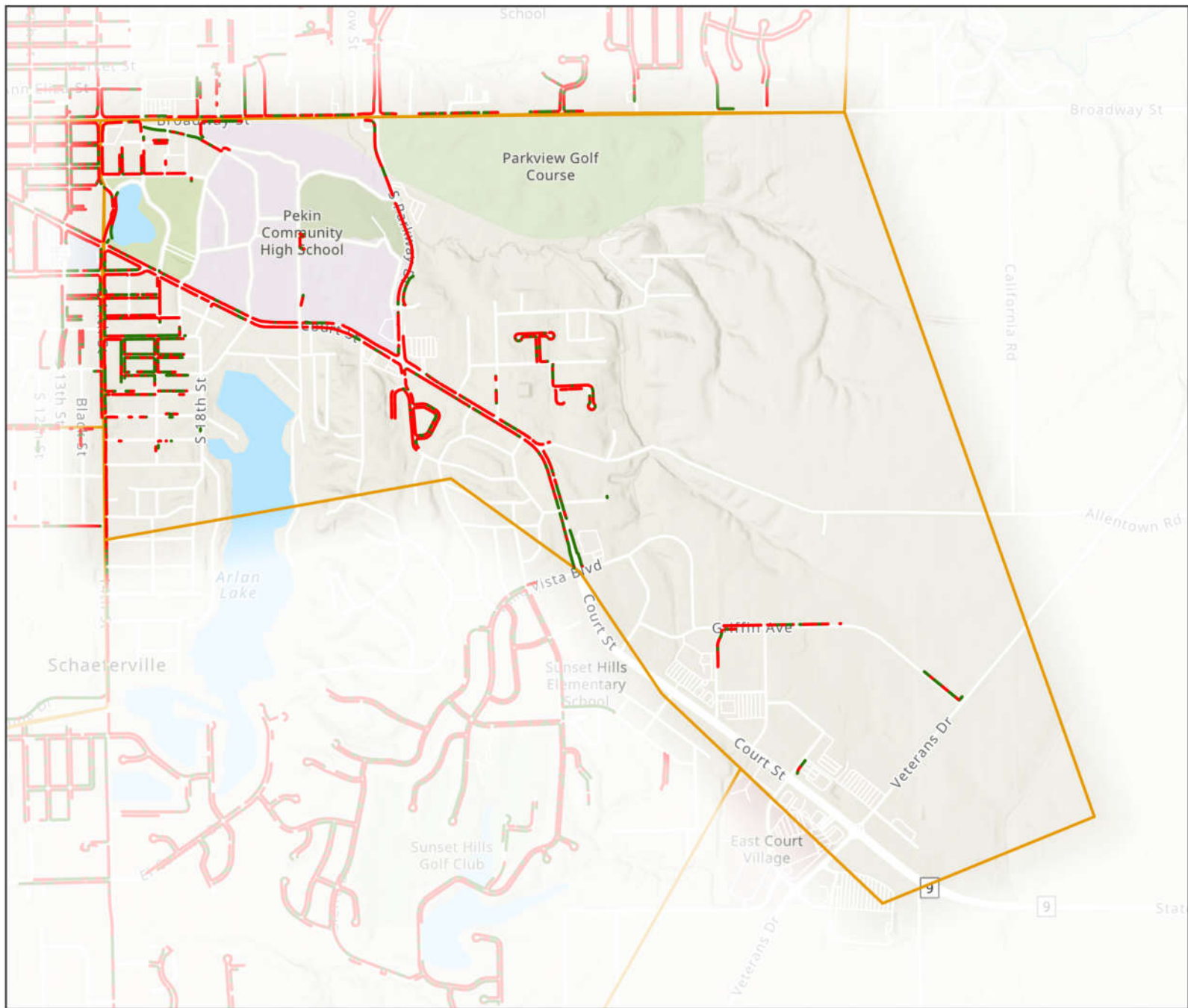
TABLE 2: DISTRICT 9 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	136	\$1,088,000
NO EX. RAMP (NON-COMPLIANT)	39	\$312,000
COMPLIANT	10	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	0	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 9 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		465
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 9 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		47
*COST		\$75,200
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

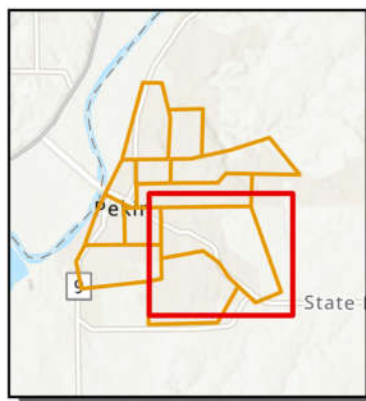
TABLE 5: DISTRICT 9 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	4	\$3,200
ROAD GRADE (NON-COMPLIANT)	5	
COMPLIANT	10	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 9 - SIDEWALKS

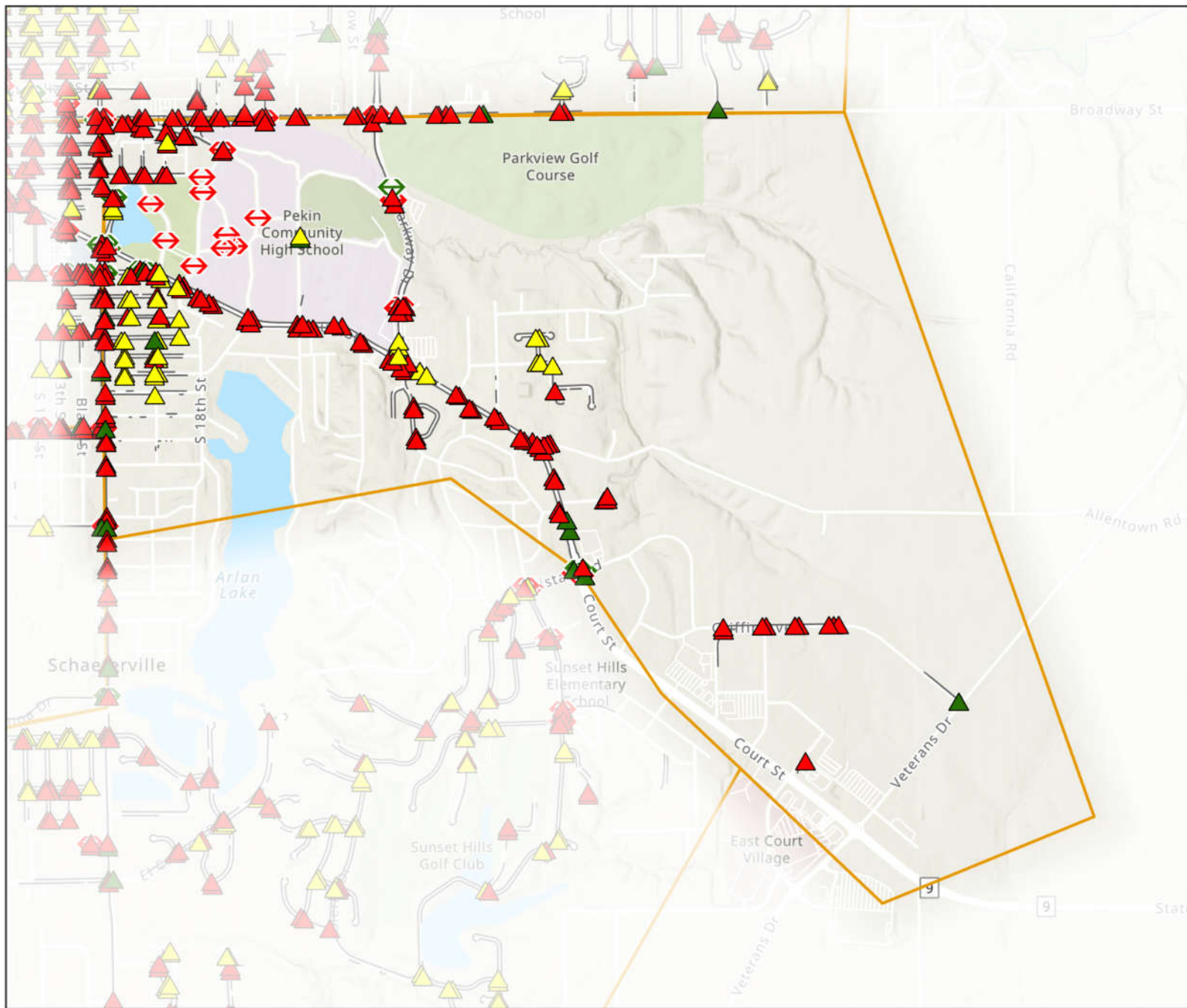


Sidewalk Rating

- Non-Compliant
- Compliant



DISTRICT 9 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

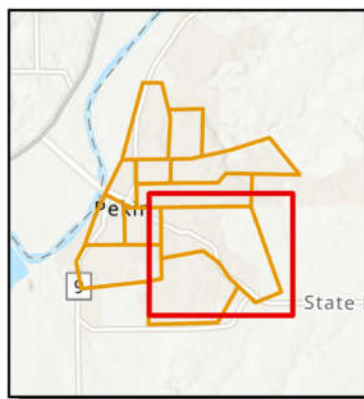
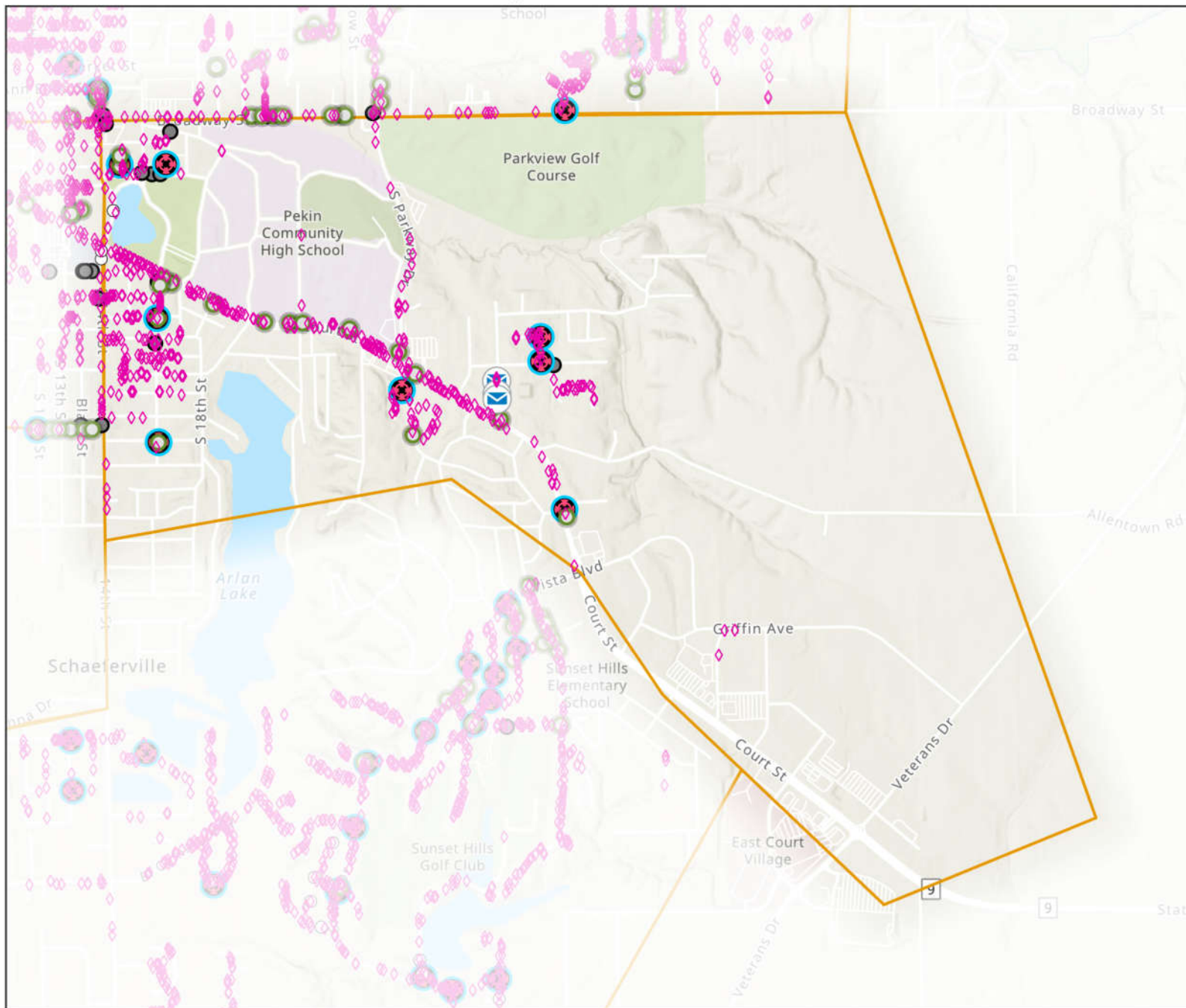
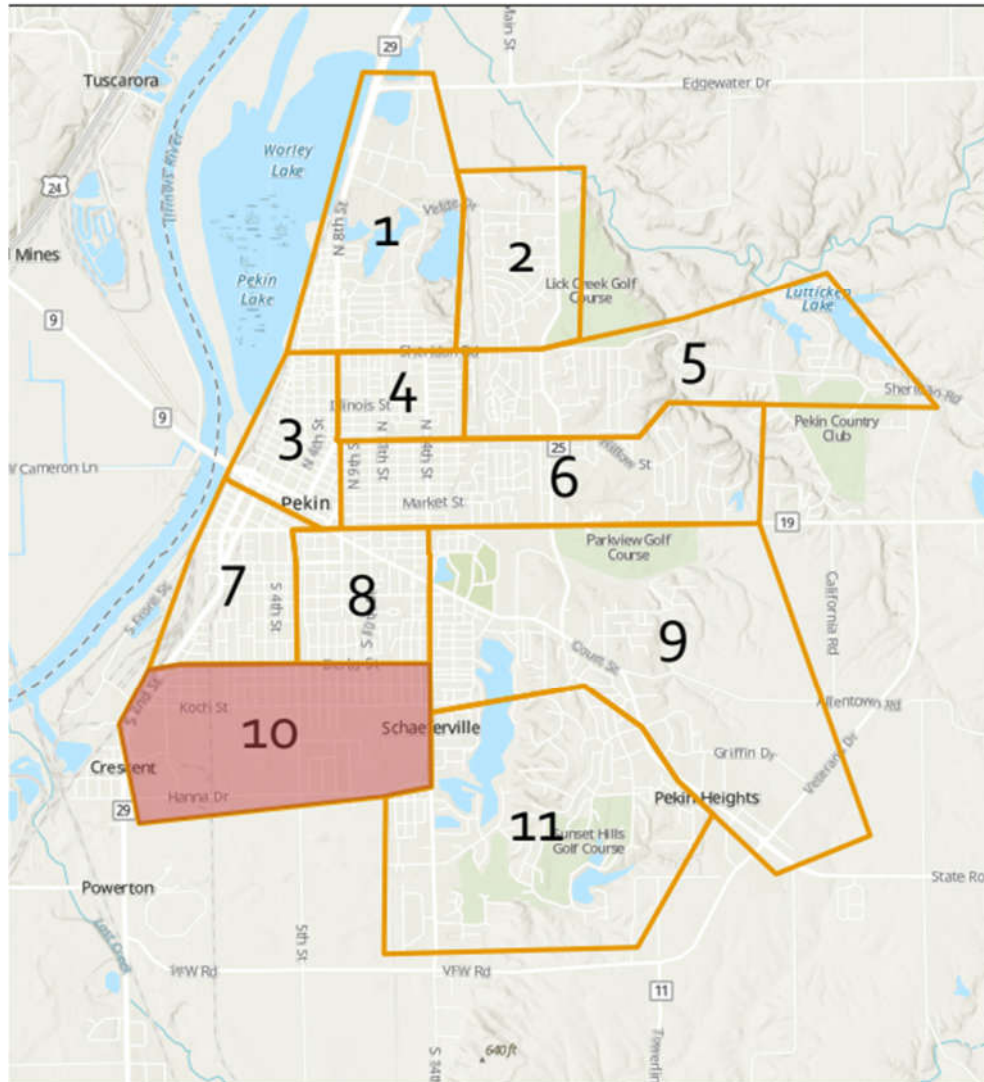


EXHIBIT D - DISTRICT 9

DISTRICT 9

HAZARDS / OBSTRUCTIONS





- District 10 encompasses the far southwestern corner of the city and is bounded South by Hanna Drive; on the West by S. 2nd Street; on the North by Derby Street; and S. 14th Street on the East.
 - Specifically, District 10 begins at the intersection of S 2nd Street and Derby Street and runs along the centerline of Derby Street to S 14th Street. From the intersection of S 14th Street the boundary continues south along the centerline of S 14th Street to Hanna Drive. Then the boundary proceeds West along Hanna Drive to S 2nd Street. From the intersection at S 2nd Street the boundary continues North along S 2nd Street to the point of beginning.
- Mainly residential neighborhoods – pedestrian accommodations sporadic throughout
 - The southern neighborhood of Hanna Dr – sidewalk both sides throughout
- Commercial areas mainly along main roads

- Main roads
 - South 2nd St, Derby St, South 14th St and Hanna Dr
 - South 2nd St is IDOT's jurisdiction
 - East/West – Koch St
- Major pedestrian generators
 - Several schools, churches and parks throughout
 - Koch Street is biggest generator
 - Pekin Park District Sports Complex, Faith Baptist Church, Wilson Intermediate School and Head Start preschool

DISTRICT 10 - SUMMARY

TABLE 1: DISTRICT 10 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	176,660	\$2,826,557
COMPLIANT	76,508	

TABLE 2: DISTRICT 10 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	127	\$1,016,000
NO EX. RAMP (NON-COMPLIANT)	27	\$216,000
COMPLIANT	7	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	5	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 10 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		165
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

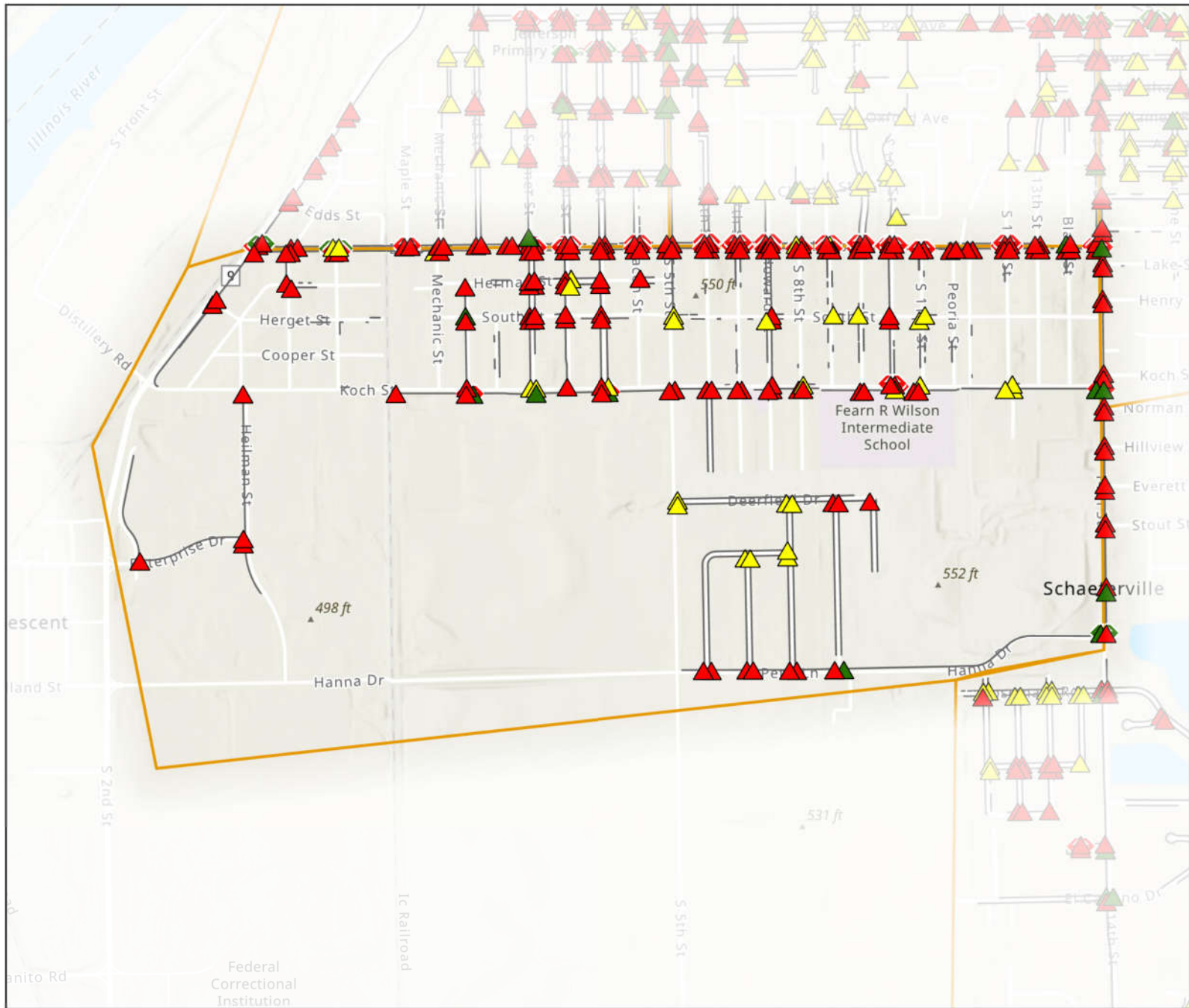
TABLE 4: DISTRICT 10 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		31
	*COST	\$49,600
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

TABLE 5: DISTRICT 10 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	10	\$8,000
ROAD GRADE (NON-COMPLIANT)	13	
COMPLIANT	3	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 10 - SIDEWALKS



DISTRICT 10 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

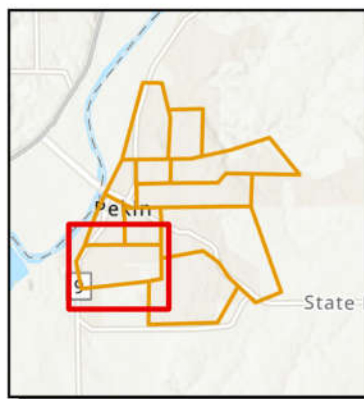
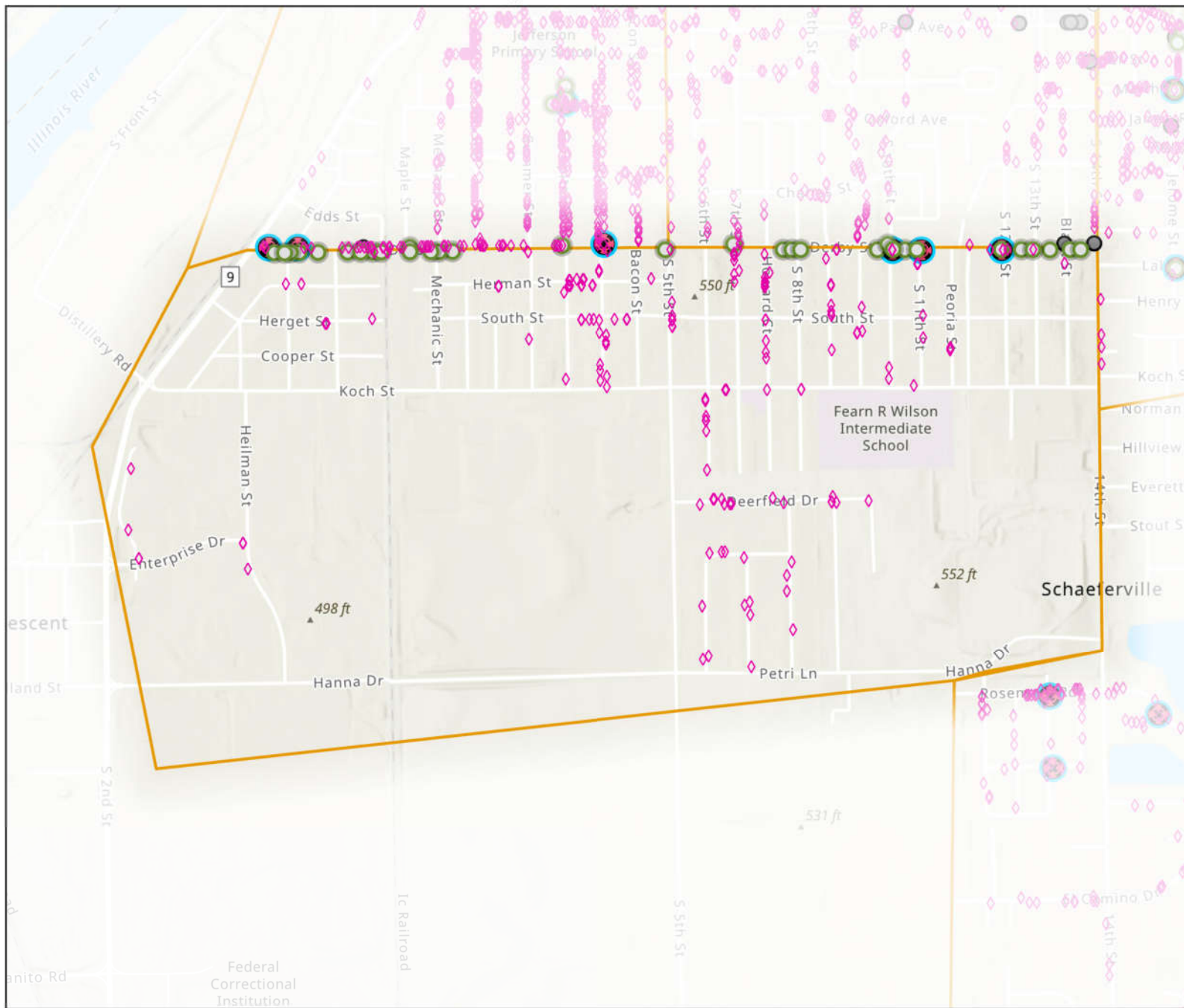


EXHIBIT D - DISTRICT 10

DISTRICT 10

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

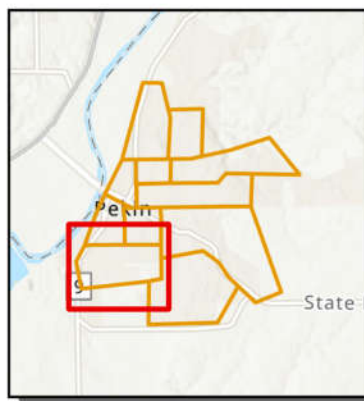
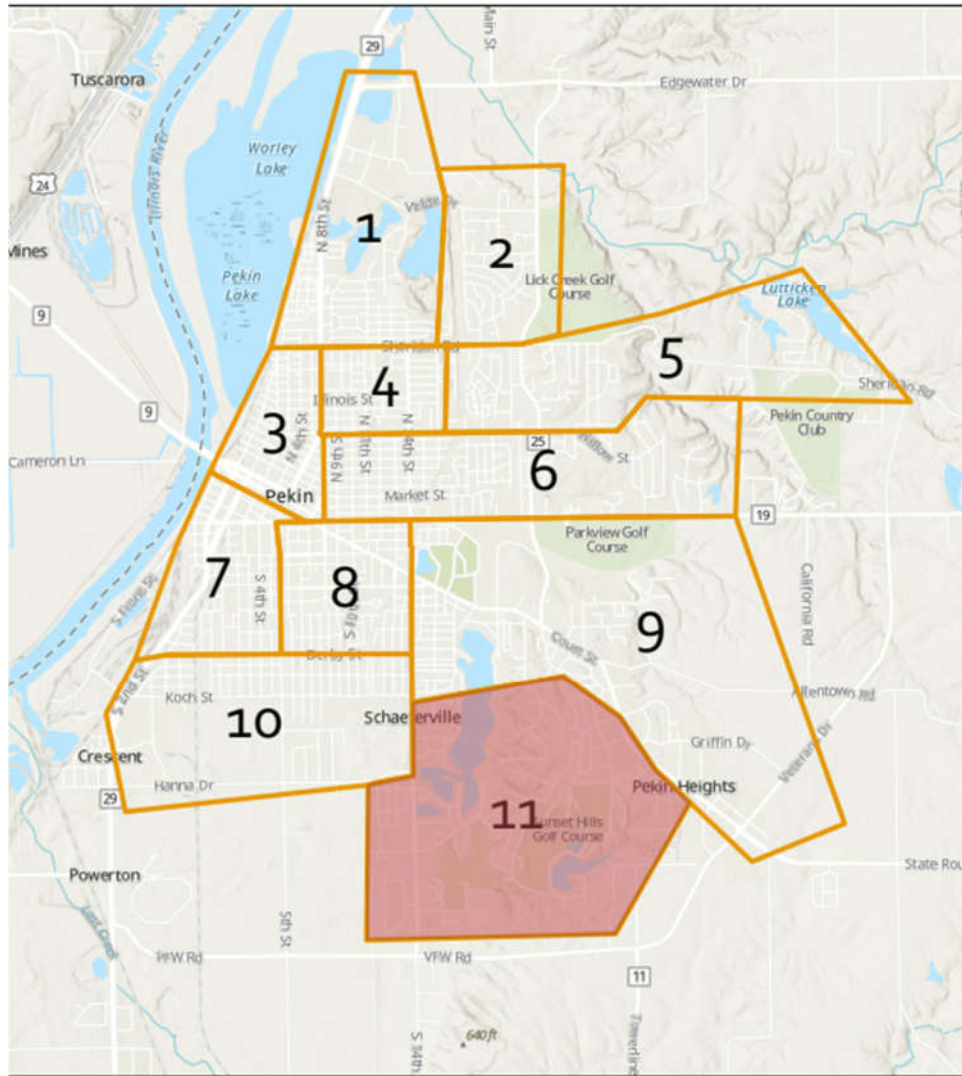


EXHIBIT D - DISTRICT 10



- District 11 encompasses the southernmost portion of the city and is bounded by 14th Street and Overhill Drive on the west; north of Veterans Drive (at city limits) on the south; just west of Veterans Drive on the east; and on the north is bounded by, Court Street (to Valle Vista Blvd), then west-southwest back to 14th Street.
 - Specifically, the District begins at a point on 14th Street near Hanna Drive and runs West to the Northwest corner of Sun Valley subdivision at 1125 Rosemary Road. Then the boundary runs South along the west line of Sun Valley subdivision to a point north of Veterans Drive. Then east and northeast parallel with Veterans Drive to a point at East Court Village shopping center on Court Street. Then following Court Street to the intersection of Court Street and Valle Vista Blvd. . The boundary then runs along an imaginary line that divides Sunset Hills Subdivision and Schaeferville Subdivisions as shown on the above exhibit to the intersection of Norman Drive and S 14th Street. Then South along 14th Street to the point of beginning.
- Entirely residential neighborhoods – pedestrian accommodations throughout

- Main road
 - North/South – South 14th St
- Major pedestrian generators
 - Westernmost area – many assisted living locations and senior centers and churches
 - Schaeferville Fire Department
 - Sunset Hills Golf Course
 - Altman Primary School
 - Pekin Fire Department 1

DISTRICT 11 - SUMMARY

TABLE 1: DISTRICT 11 SIDEWALK		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	376,202	\$6,019,224
COMPLIANT	151,493	

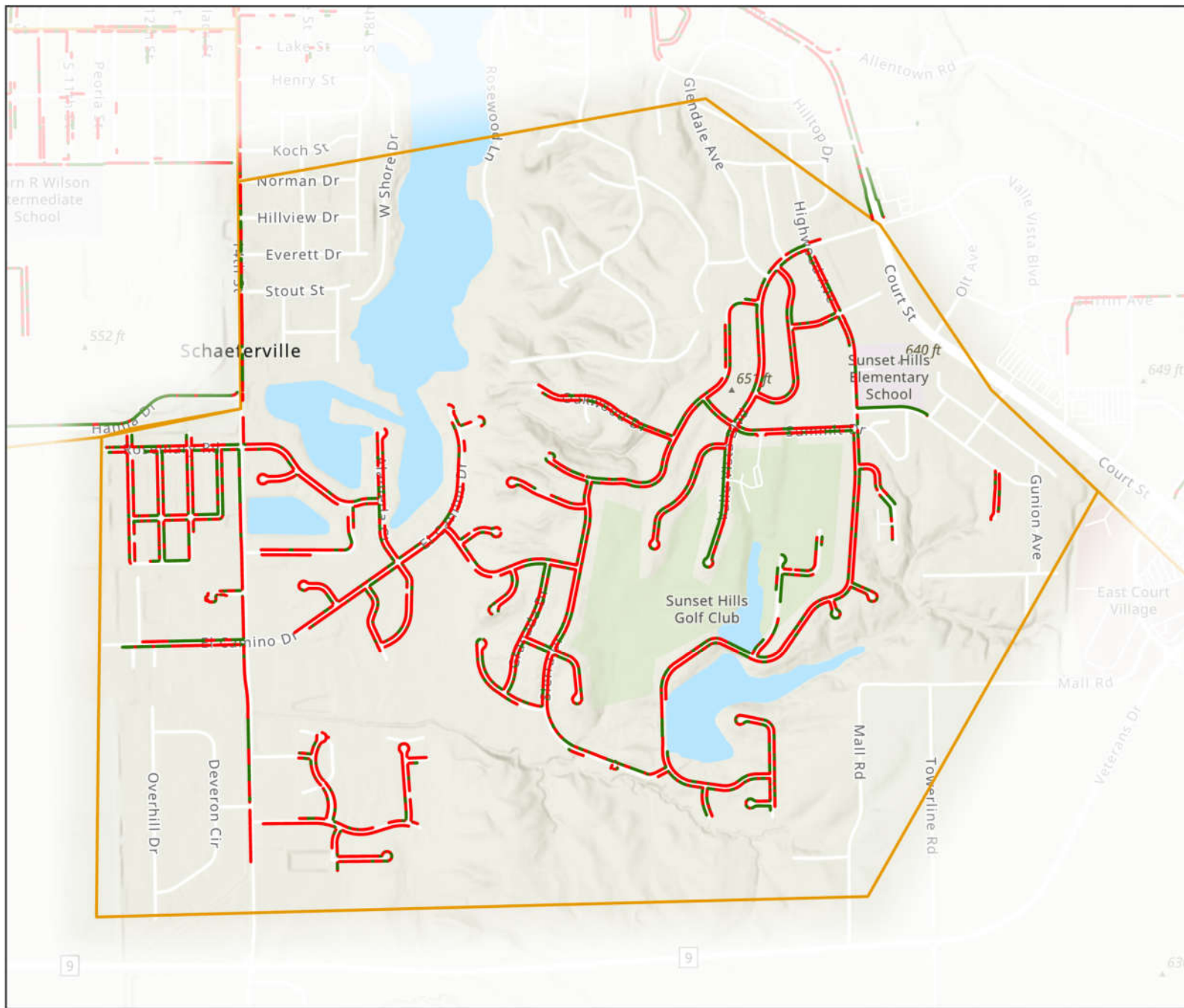
TABLE 2: DISTRICT 11 ADA RAMPS		
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	95	\$760,000
NO EX. RAMP (NON-COMPLIANT)	68	\$544,000
COMPLIANT	7	
RAMPS IN IDOT'S JURISDICTION		
NON-COMPLIANT	0	
NO EX. RAMP (NON-COMPLIANT)	0	
COMPLIANT	0	

TABLE 3: DISTRICT 11 TRIP HAZARDS		
TOTAL NUMBER OF TRIP HAZARDS		1,036
*The cost for trip hazards are included in the overall sidewalk replacement cost.		

TABLE 4: DISTRICT 11 OBSTRUCTIONS		
TOTAL NUMBER OF OBSTRUCTIONS		99
	*COST	\$158,400
*This cost is assuming that all obstructions require additional sidewalk widening. Some obstructions may not require additional widening if 36 inches of clear space is provided next to the obstruction. This cost is a worst-case scenario and field verification around obstructions will be required.		

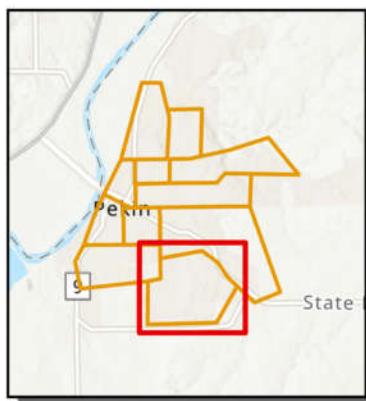
TABLE 5: DISTRICT 11 CROSSWALKS		
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	1	\$800
ROAD GRADE (NON-COMPLIANT)	6	
COMPLIANT	1	
MARKED CROSSWALKS IN IDOT'S JURISDICTION		
STRIPING (NON-COMPLIANT)	0	
ROAD GRADE (NON-COMPLIANT)	0	
COMPLIANT	0	
UNMARKED CROSSWALKS AT SIGNALIZED INTERSECTION		COST
NON-COMPLIANT	0	\$0

DISTRICT 11 - SIDEWALKS

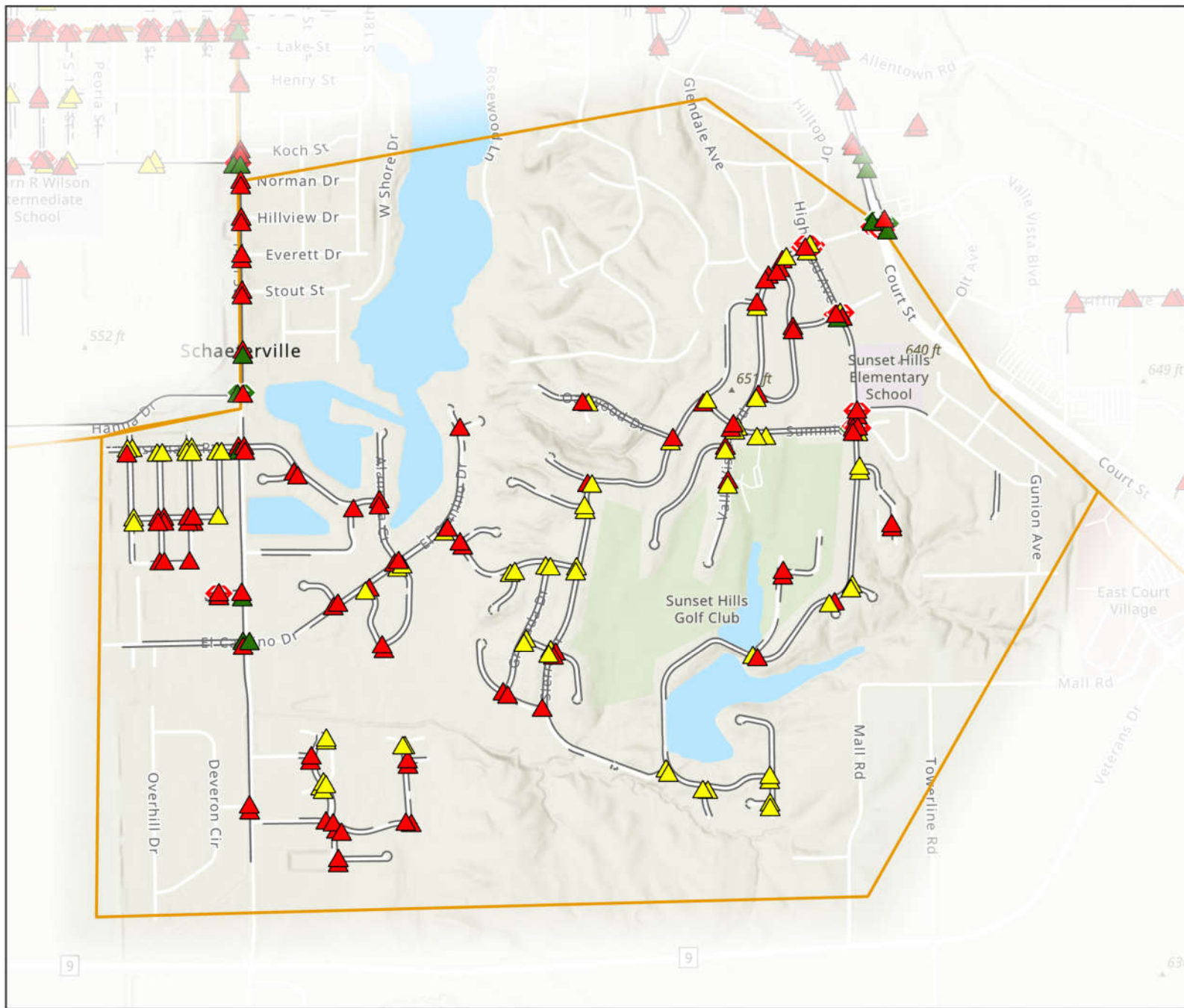


Sidewalk Rating

- Non-Compliant
- Compliant



DISTRICT 11 - RAMPS/CROSSWALKS



Ramp Rating

- ▲ Non-Compliant
- ▲ Compliant
- ▲ No Existing Ramp (Non-Compliant)

Crosswalk Rating

- ↔ Non-Compliant
- ↔ Compliant

Existing Sidewalk

- Existing Sidewalk

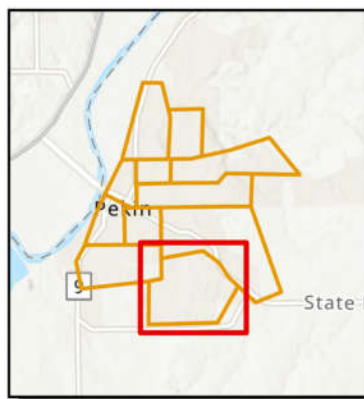
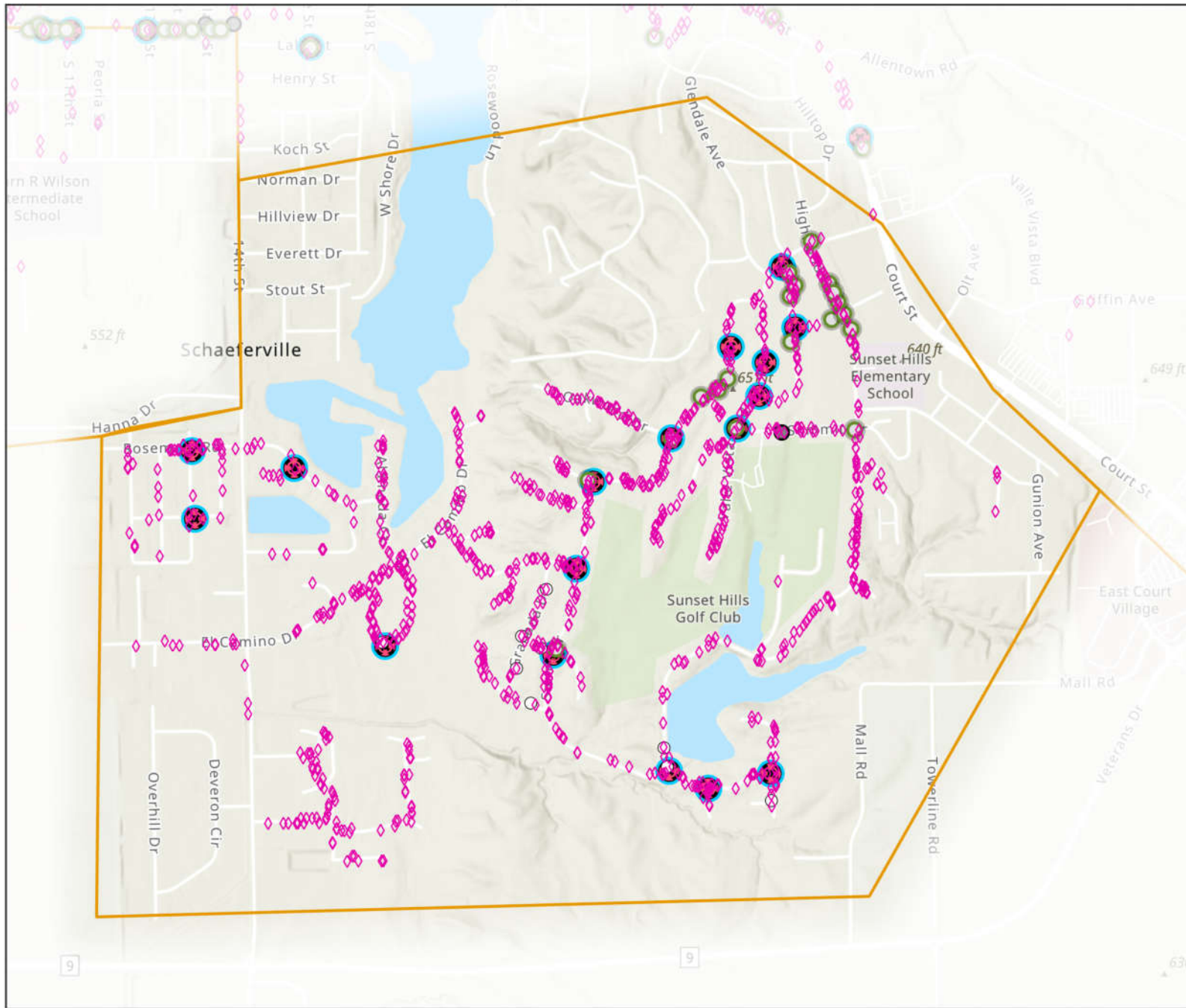


EXHIBIT D - DISTRICT 11

DISTRICT 11

HAZARDS / OBSTRUCTIONS



-  Fire Hydrant
-  Power Pole
-  Mail Box
-  Light Pole
-  TS, Tree, Signs
-  Trip Hazard

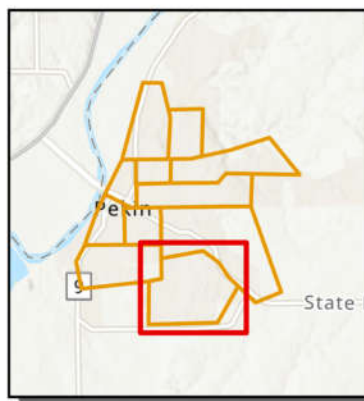


EXHIBIT D - DISTRICT 11

Exhibit E

Target Installation Schedule

TARGET INSTALLATION SCHEDULE

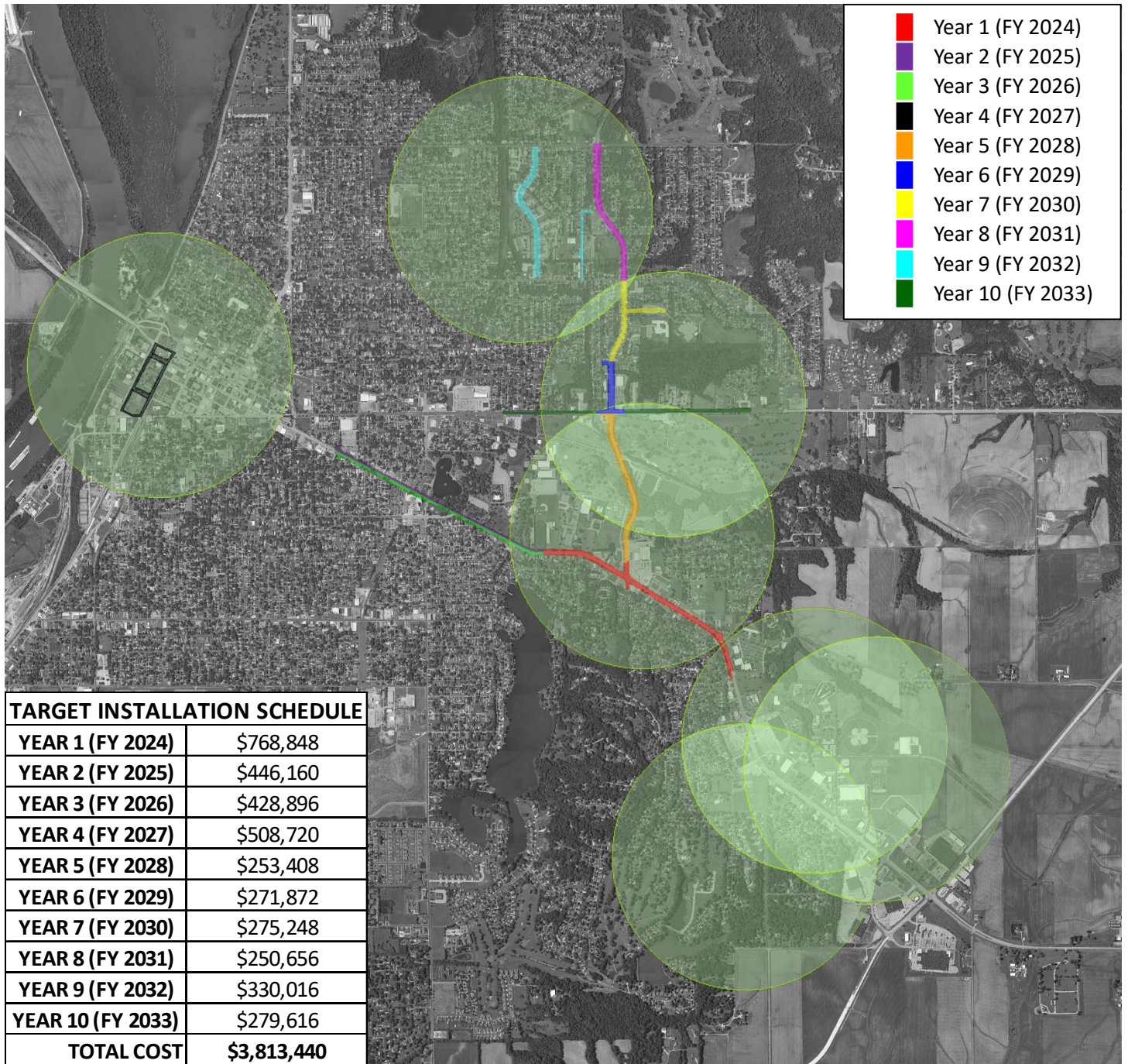
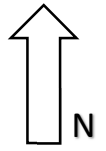


EXHIBIT E – TARGET INSTALLATION SCHEDULE

TARGET INSTALLATION SCHEDULE

- **Year 1 (FY 2024): \$768,848**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - Court Street from Hilltop Drive to Stadium Drive
 - Alhambra Court & Sierra Drive (ADA Ramp only)
 - Alhambra Court & Granada Drive (ADA Ramps only)
- **Year 2 (FY 2025): \$446,160**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - North side of Court Street from Stadium Drive to 10th Street
- **Year 3 (FY 2026): \$428,896**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - South side of Court Street from Stadium Drive to 10th Street
- **Year 4 (FY 2027): \$508,720**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - East side of North 2nd Street and West side of North 3rd Street from Broadway Street to Margaret Street and all blocks between
- **Year 5 (FY 2028): \$253,408**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - South Parkway Drive from Court Street to Broadway Road
- **Year 6 (FY 2029): \$271,872**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - North Parkway Drive from Broadway Road to Stoneybrook Road
- **Year 7 (FY 2030): \$275,248**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - North Parkway Drive from Stoneybrook Road to Willow Street
 - Brookdale Lane
- **Year 8 (FY 2031): \$250,656**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - North Parkway Drive from Willow Street to Sheridan Road
- **Year 9 (FY 2032): \$330,016**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - Florence Avenue
 - East side of Veerman Street from Willow Street to Knollwood Drive
 - ADA Ramps at Veerman Street and Williamsburg Court
- **Year 10 (FY 2033): \$279,616**
 - Repair or replace all non-compliant sidewalk and non-compliant curb ramps along:
 - North side of Broadway Road from 18th Street to Arrow Street
 - North side of Broadway Road from Parkview Court to Park Ridge Lane

Note: All costs were estimated in Fall 2023/Spring 2024. All costs in the future should be adjusted for appropriate inflation factors.

YEAR 1 INSTALLATION PLAN

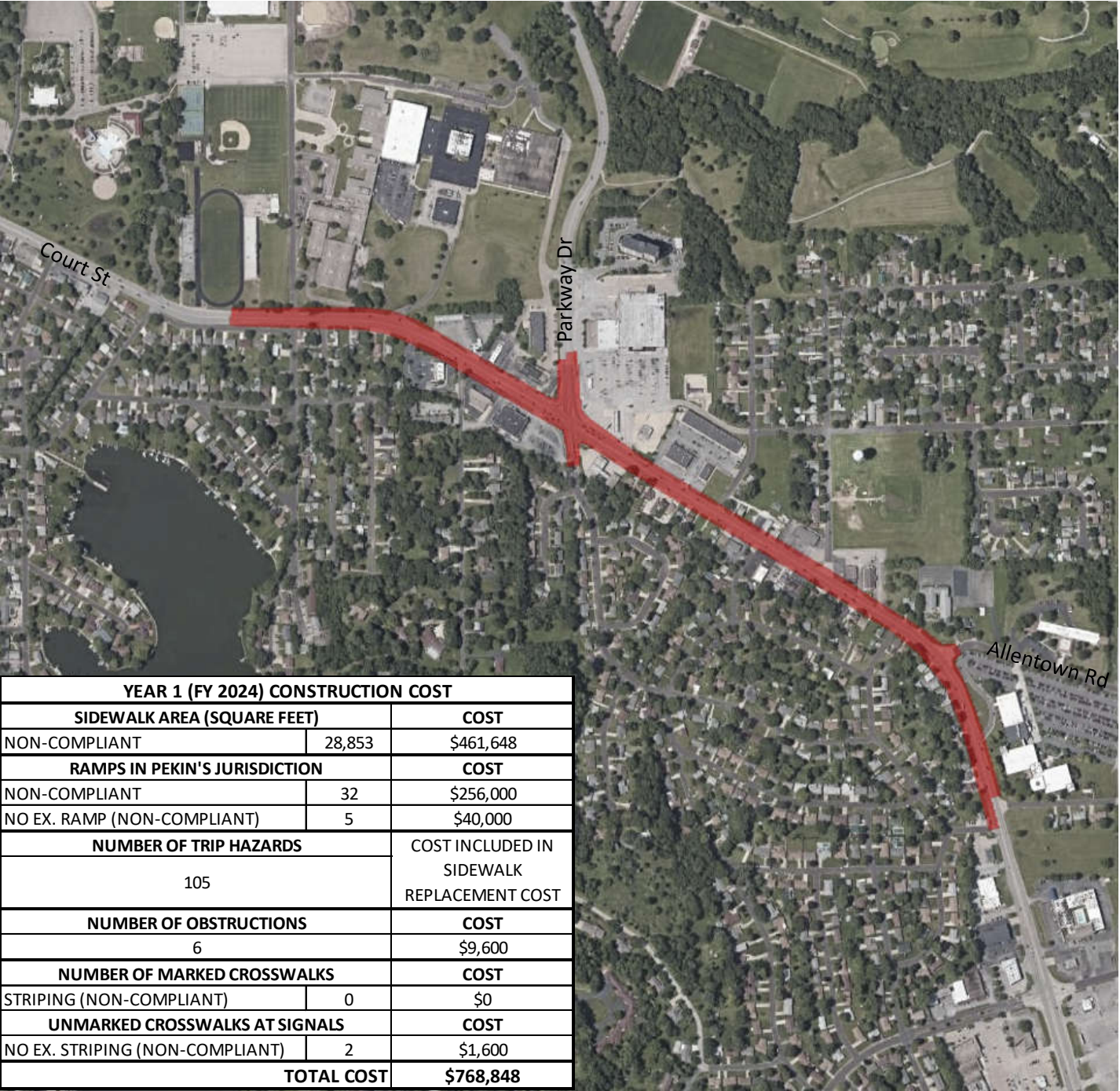
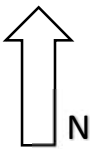


EXHIBIT E – YEAR 1 (FY 2024) DETAILS

YEAR 2 INSTALLATION PLAN

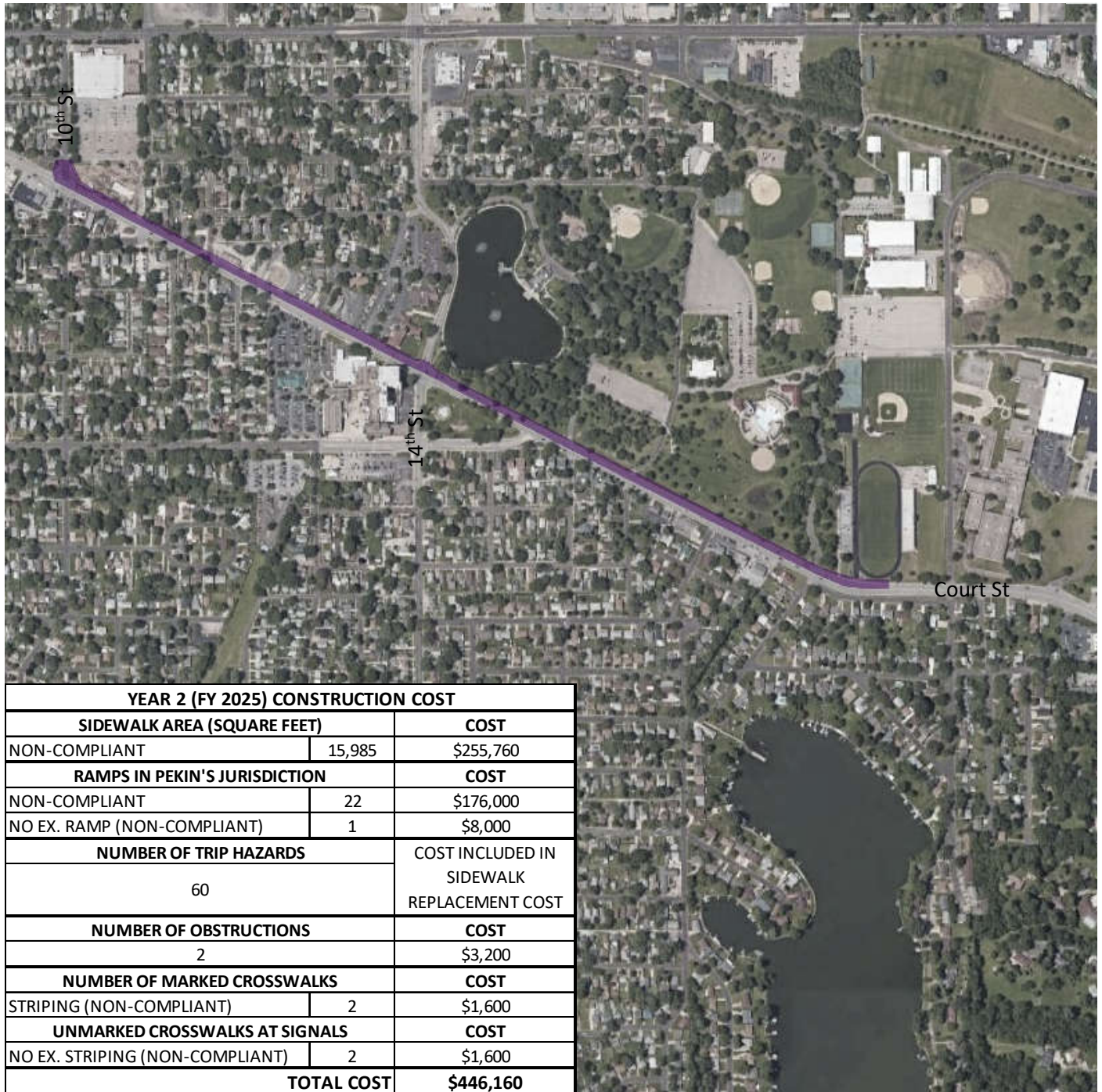
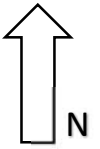


EXHIBIT E – YEAR 2 (FY 2025) DETAILS

YEAR 3 INSTALLATION PLAN

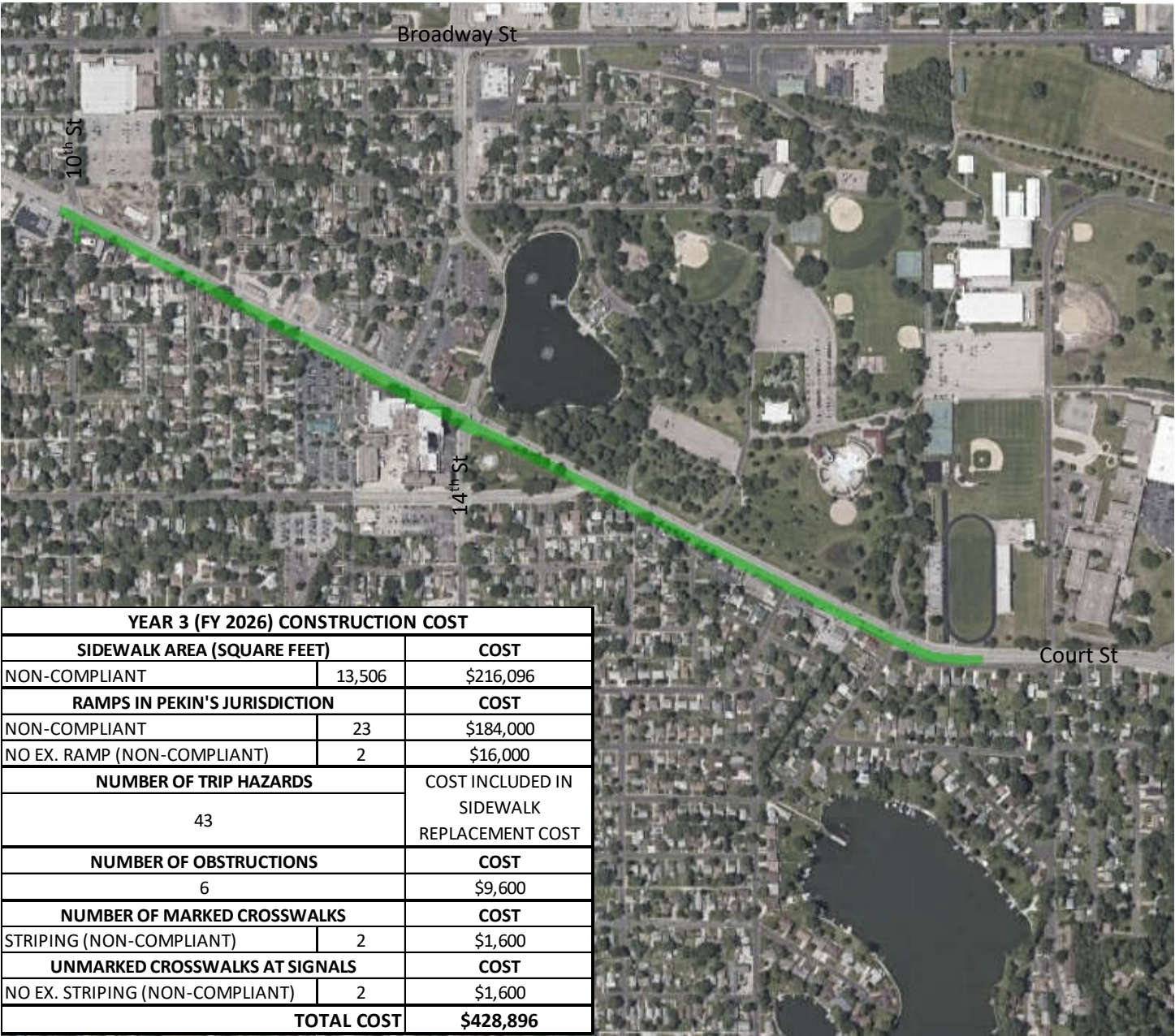
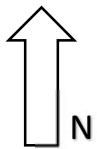


EXHIBIT E – YEAR 3 (FY 2026) DETAILS

YEAR 4 INSTALLATION PLAN

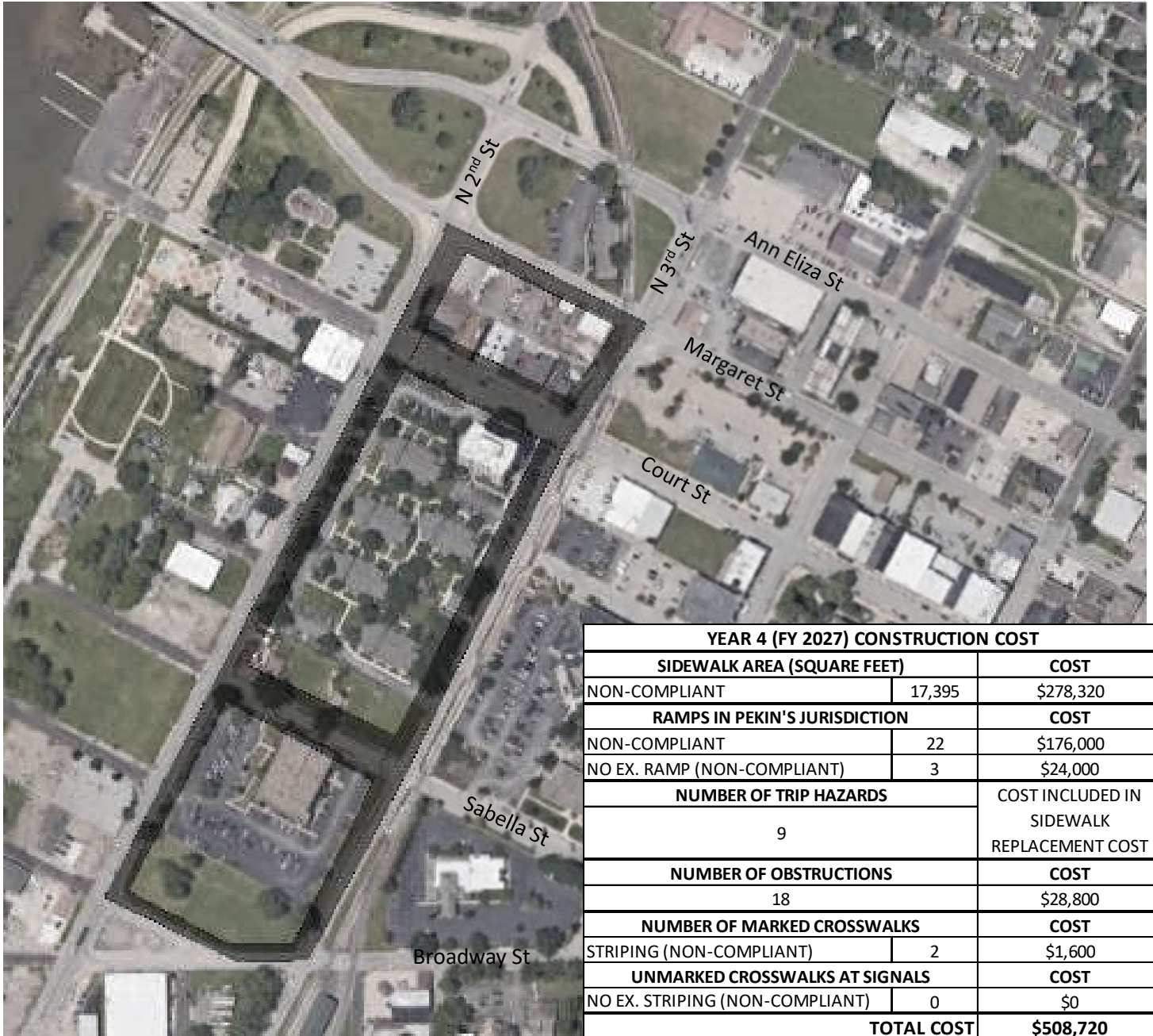
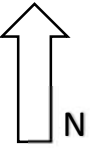


EXHIBIT E – YEAR 4 (FY 2027) DETAILS

YEAR 5 INSTALLATION PLAN

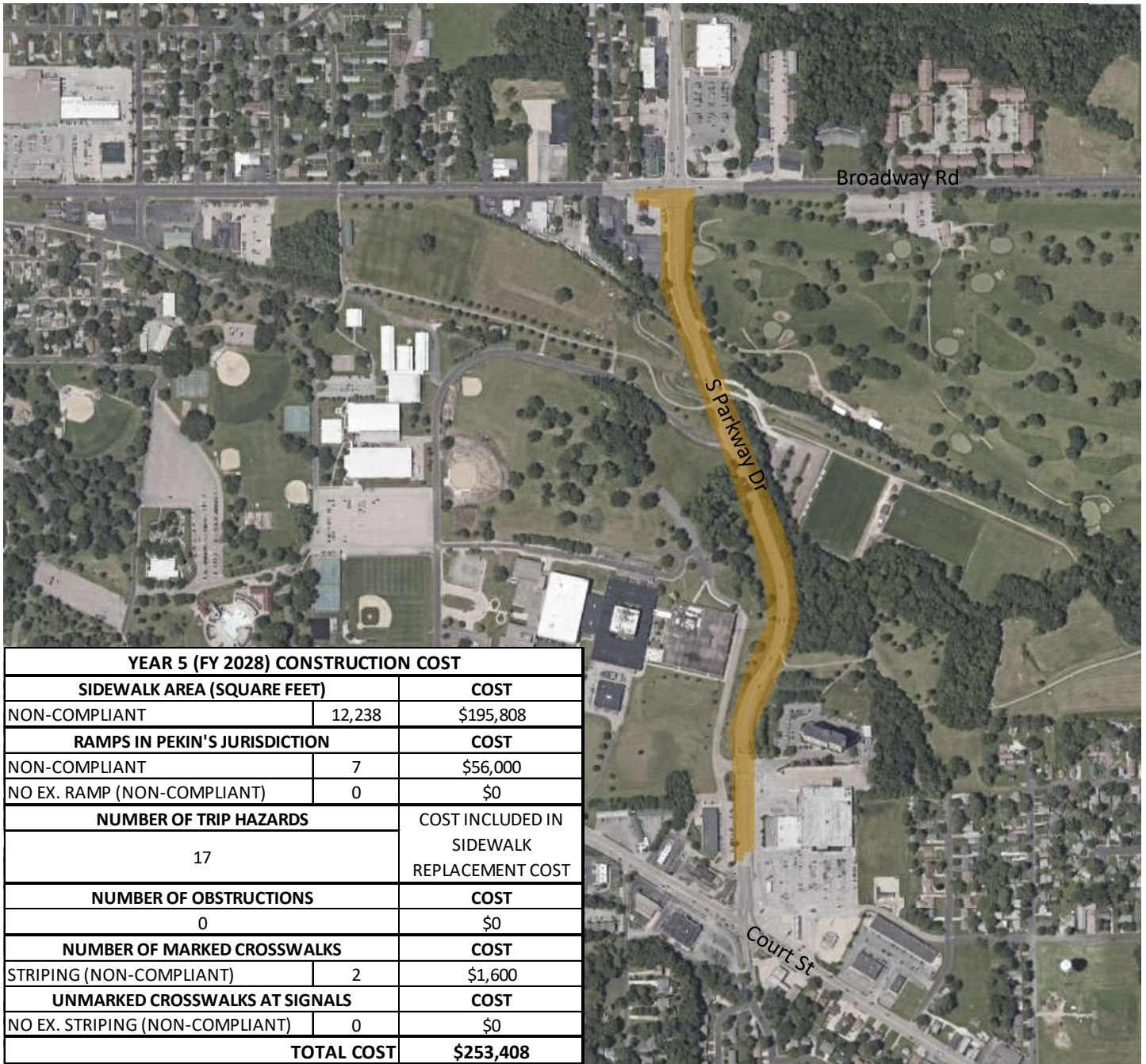
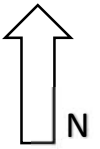
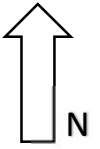


EXHIBIT E – YEAR 5 (FY 2028) DETAILS

YEAR 6 INSTALLATION PLAN



YEAR 6 (FY 2029) CONSTRUCTION COST		
SIDEWALK AREA (SQUARE FEET)		COST
NON-COMPLIANT	12,092	\$193,472
RAMPS IN PEKIN'S JURISDICTION		COST
NON-COMPLIANT	9	\$72,000
NO EX. RAMP (NON-COMPLIANT)	0	\$0
NUMBER OF TRIP HAZARDS		COST INCLUDED IN SIDEWALK REPLACEMENT COST
28		
NUMBER OF OBSTRUCTIONS		COST
4		\$6,400
NUMBER OF MARKED CROSSWALKS		COST
STRIPING (NON-COMPLIANT)	0	\$0
UNMARKED CROSSWALKS AT SIGNALS		COST
NO EX. STRIPING (NON-COMPLIANT)	0	\$0
TOTAL COST		\$271,872

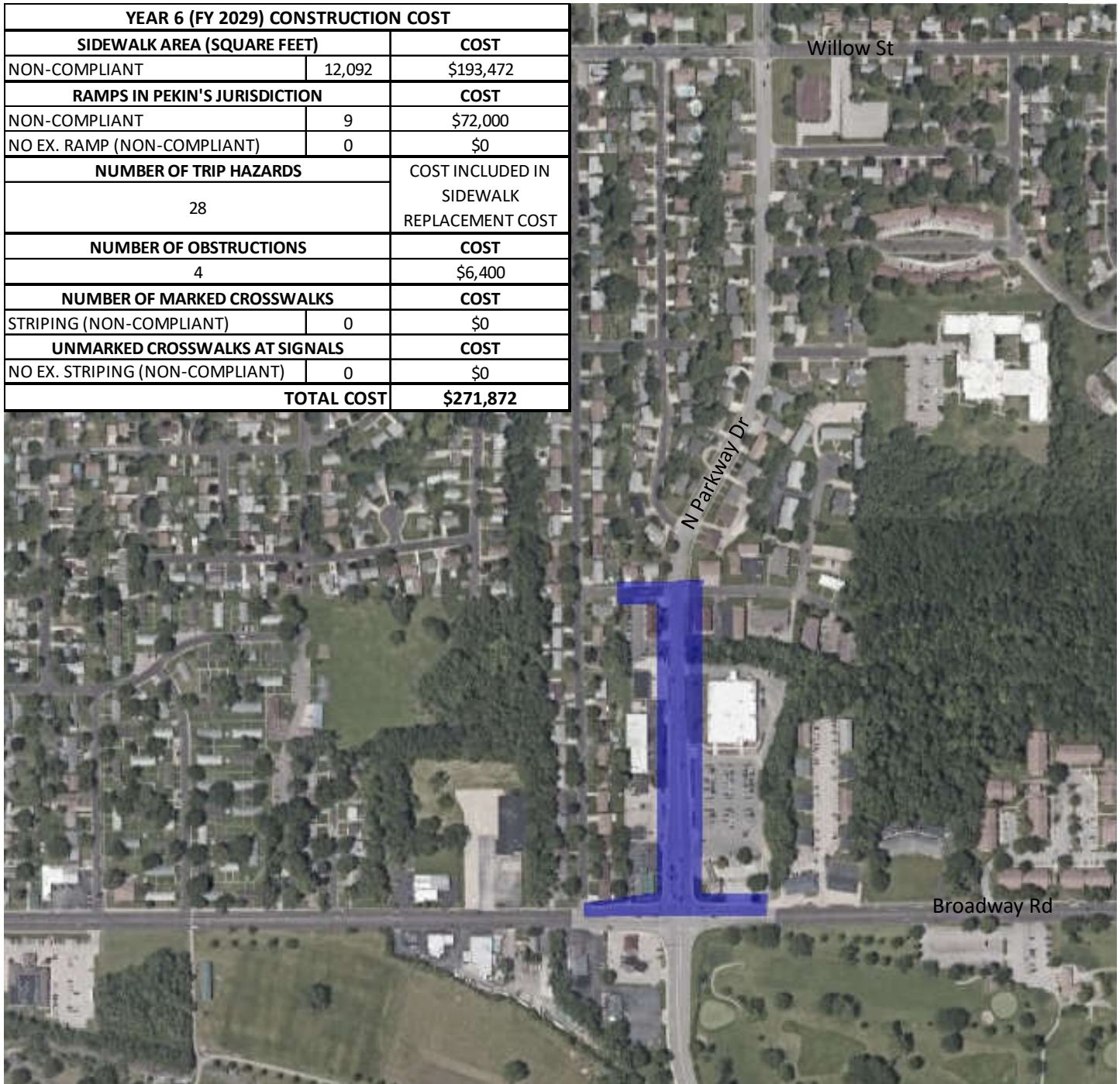


EXHIBIT E – YEAR 6 (FY 2029) DETAILS

YEAR 7 INSTALLATION PLAN

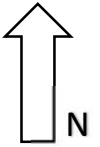


EXHIBIT E – YEAR 7 (FY 2030) DETAILS

YEAR 8 INSTALLATION PLAN

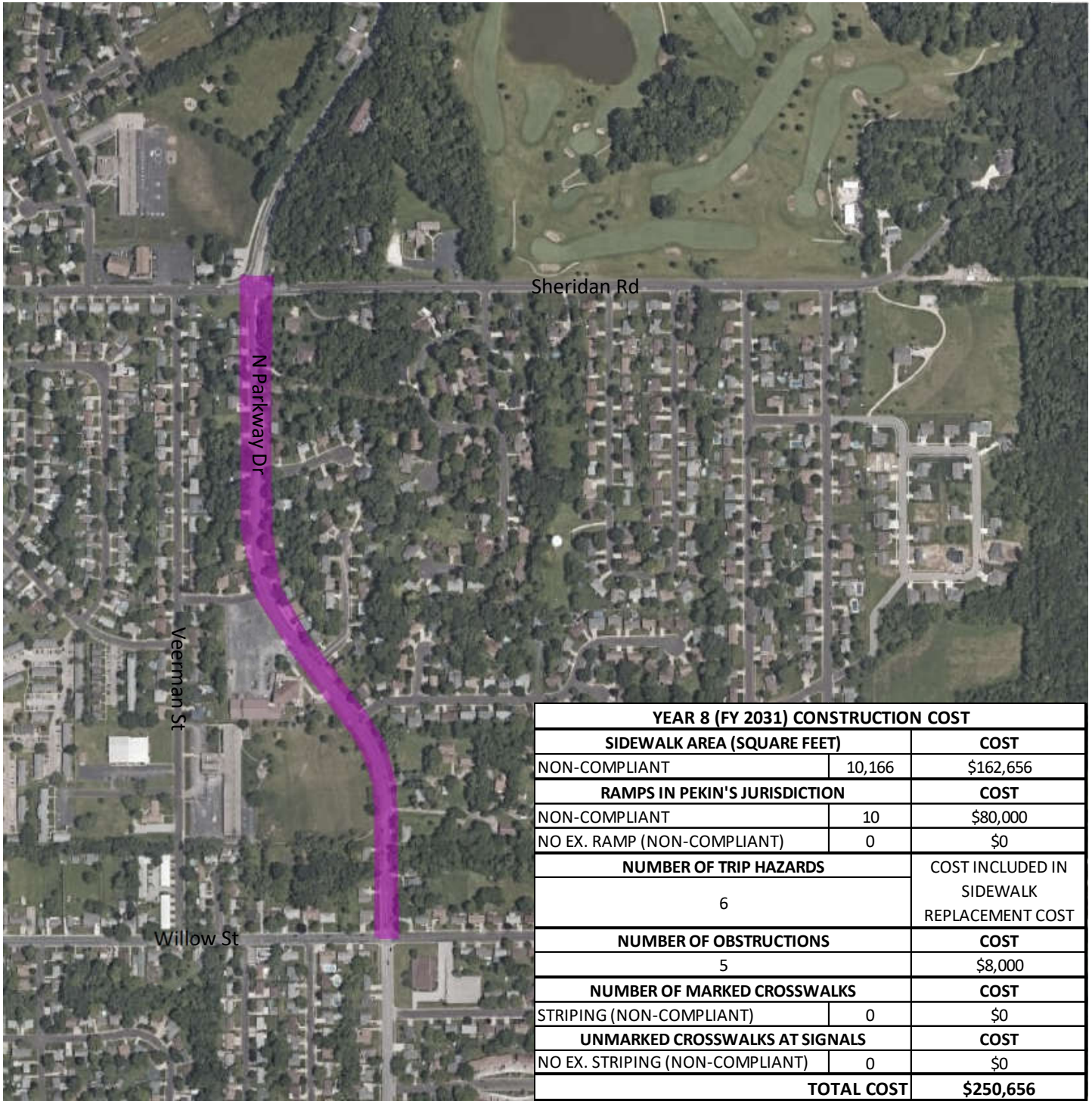
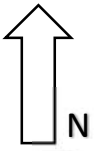


EXHIBIT E – YEAR 8 (FY 2031) DETAILS

YEAR 9 INSTALLATION PLAN

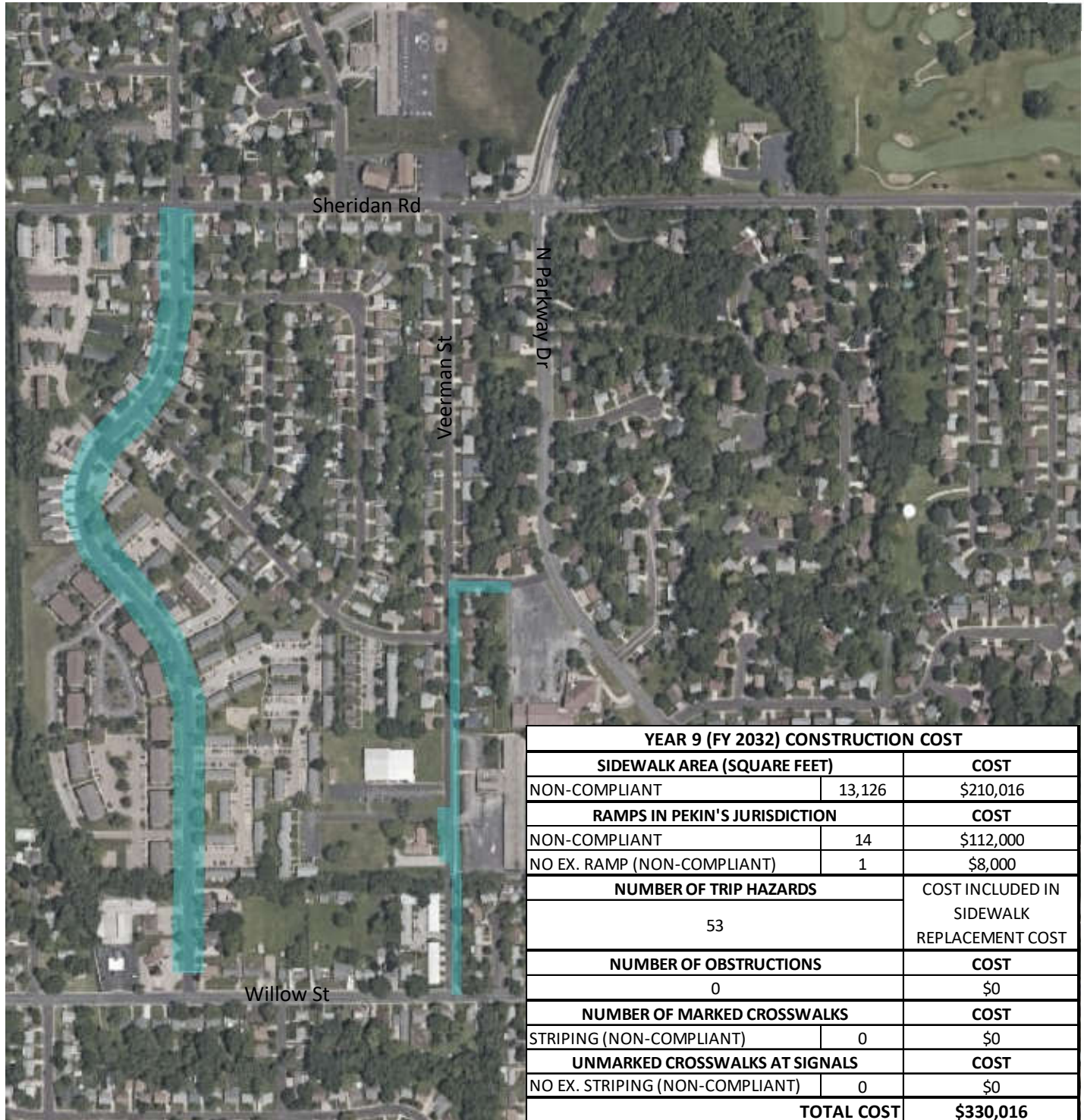
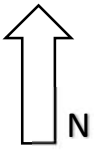


EXHIBIT E – YEAR 9 (FY 2032) DETAILS

YEAR 10 INSTALLATION PLAN

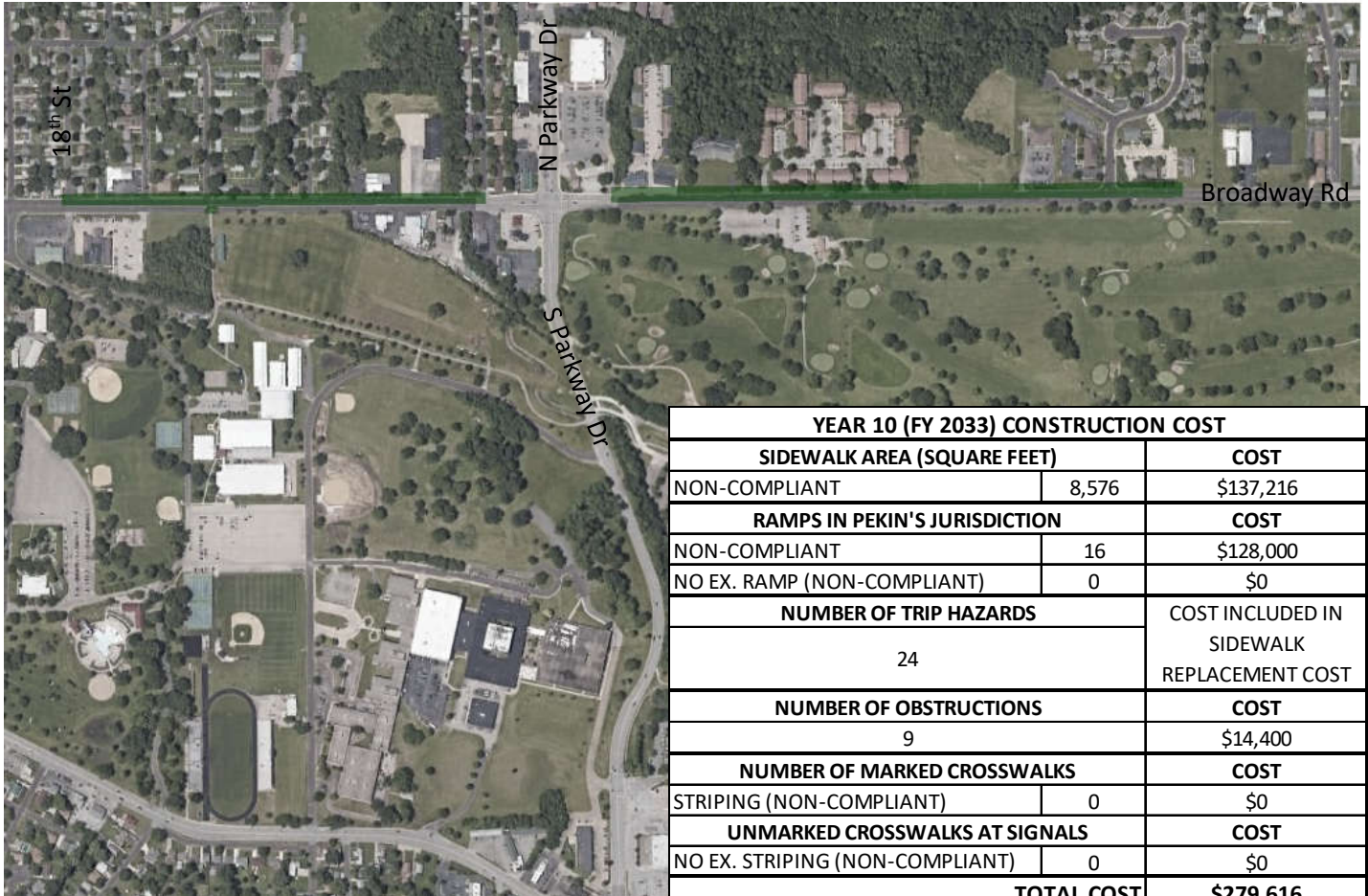
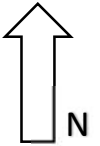


EXHIBIT E – YEAR 10 (FY 2033) DETAILS

Exhibit F

Listing of Available Grant Funding for Pedestrian Facilities

Funding Opportunities for Pedestrian/Bike Projects

Acronym	Program	Awarding Agency	Source	Max Award Amount	Match Ratio	Competition	General Description	Eligible Items	Typical Grant Date
STU	Surface Transportation Urban	IDOT	Federal	sliding scale	80/20	within MPO	Transportation infrastructure improvements. Communities within the Peoria urbanized area can apply for this funding to build or improve roadways that include bicycle accommodations or to build separated bicycle paths.	ROW, PE, CE, Constr	Yearly, Due in January
TAP	Transportation Alternative Program	IDOT	Federal	sliding scale	80/20	within MPO	For bicycle paths, sidewalks, multi-modal connectivity, etc. Communities within the Peoria urbanized area can apply.	ROW, PE, CE, Constr	Yearly, Due in January
ITEP	Illinois Transportation Enhancment Program	IDOT	Fed and/or State	\$1,000,000	80/20	statewide	Transportation related enhancements designed to strengthen the cultural, aesthetic, and environmental aspects of the intermodal transportation system. Specifically set-aside for transportation alternatives such as bicycle infrastructure and the conversion of abandoned railroad corridors to trails.	ROW, PE, CE, Constr	Fall, even years
SRTS	Safe Routes to School	IDOT	Fed & State	\$250,000	Currently 100%	statewide	Safe Routes to School Program funds projects to enable and encourage children to walk and bicycle to school, improve safety and reduce traffic and air pollution in the vicinity of schools	ROW, PE, CE, Constr	Fall, odd years
HSIP	Highway Safety Imporvement Program	IDOT	Federal	sliding scale	90/10	statewide	Highway Safety Improvement Program provides funding for safety improvement projects that will achieve a significant reduction in traffic fatalities and serious injuries on all public roads.	ROW, PE, CE, Constr	Yearly, Due in June
MFT	Motor Fuel Tax	IDOT	State/Fuel Tax	n/a	100	local allotment	Provides funds for the purpose of improving, maintaining, repairing, and constructing highways. Can also be used for sidewalks.	ROW, PE, CE, Constr	ongoing
BPP	Bike Path Program	IDNR	State (IDNR)	\$200,000	50/50	statewide	Recreational trail construction including site clearing, grading, drainage, bridges, access control devices, fences & signs.	Constr	Spring, yearly or bi-yearly
RTP	Recreational Trail Program	IDNR	Federal	\$200,000	80/20	statewide	Provides grants to eligible local governments for projects that develop or rehabilitate bike paths and/or acquire land for bike path development.	Constr	Spring, yearly or bi-yearly
OSLAD	Open Space Lands Acquisition and Developmen	IDNR	State (IDNR)	\$600,000	50/50	statewide	Program is a state-financed grant- Park roads and paths, parking, utilities and restrooms.	Constr	Spring, various years

EXHIBIT F - LIST OF AVAILABLE GRANT FUNDING FOR PEDESTRIAN FACILITIES

Exhibit G

City Hall Assessment (by Others)



ACCESSIBILITY SURVEY FOR THE CITY OF PEKIN CITY HALL
111 S. CAPITOL STREET PEKIN, IL 61554

The Illinois Accessibility Code implements the Environmental Barriers Act (410 ILCS 25). The Code is intended to establish minimum scoping and technical design requirements to ensure that the built environment in the State of Illinois is designed, constructed, and altered to be accessible to and usable by all, including individuals with disabilities.

The Code is also intended to resolve areas of difference between federal accessible design standards such as the 2010 Americans With Disabilities Act (ADA), standards for accessible design (28CFR 36 (2010)) and the Illinois Accessibility Code. The persons responsible for this drafting this Code compared and primarily adopted the stricter of State or federal accessible design standards to provide the greatest access through the State.

These printed words can be found in the purpose statement in the table of contents and introduction of the Illinois Accessibility Standards.

SAFEbuilt was tasked with evaluating the Pekin City Hall facility for accessibility and compliance with the Act. The scope of the evaluation was limited only to the sidewalks, stairs and ramps that immediately adjoined the building, sally port driveway and the building itself. This did not include the actual public sidewalks adjoining the streets and public parking spaces on the streets.

Exterior Building

1. South Entrance Areas

This entrance is an accessible entrance that is equipped with electric strike handicapped push pads that automatically opens the exterior door and then there is another one in the vestibule that opens the interior vestibule door to the building. This allows persons to enter the lower-level lobby area in order to access the Police Department and the area with which to transact Police Department business including the payment of fees. There is also an accessible elevator, that appears compliant, in this lobby that will take people to the main level of the City Hall.

2. South Building Sidewalks.



The sidewalks that lead to this accessible entrance were noted to have some deficiencies that would affect the access to the building by persons with mobility issues and also would be considered a trip hazard for all persons. There is a sidewalk that extends to the south

from an east west sidewalk in front of the south entrance. This north south sidewalk has several areas whereby the sidewalk panels are raised and need correction. This could be as simple as grinding the panels and caulking the joints. There are areas that have been caulked already but they do pose a hazards and obstruction.

The east west sidewalk that extends the length of the south side of the building has at least 4 panels of sidewalk that are "lifted" and need to be replaced or ground down and caulked so as not to cause the hazard and obstruction. It does appear that there is a possibility that the irrigation line that has been placed along the south side of the east west sidewalk may be causing the sidewalk panels to undermine which could be causing the "lifting" of the panels. The water from the irrigation line may be running under the sidewalk panels. Investigation into the placement of this irrigation line should be made.





3. East Building Exterior Sidewalk and Detective/Private Building Entrance

The sidewalk from the exterior of the door to the public sidewalk along the parking spaces was measured. This measurement calculated to 1 ½ inches in change in slope



over 14 feet. This is slightly greater than allowable 1:12. This should be investigated for correction.

4. West Building Exterior by the Employee Parking Lot

There were several panels in the north south sidewalk that were “lifting” and heaving as well as some were broken. These panels need to be replaced/correct the deficiency. They do cause an accessibility issue for those with mobility issues as well as a trip hazard for other persons. The southeast detectable warnings at the area that slopes to the parking lot are in need of repair. The east west sidewalk (two panel) that extends from the north south sidewalk to the picnic table pad area has a two panel ramp that is non-compliant (4” over 9’) and also is “lifting” and needs to be evaluated for replacement. It also appears that the irrigation system, that is place next to the sidewalk, water may be undermining the sidewalk.





The Sallyport driveway has many areas of broken concrete panels that need to be addressed. These areas hinder accessibility as well as pose trip hazards





5. North Exterior Entrance Areas

Sidewalk Areas leading to the North City Hall Entrance. The southeast sidewalk area on the north side of the building from by the public sidewalk moves rises from the public sidewalk towards the City Hall. At the lower, or public sidewalk, end of the sidewalk, there is a 3" rise over a 19' run. The north sidewalk that extends southwest from the public sidewalk towards the City Hall also has similar slope and runs. Both should be investigated for the installation of level landings at intermediate points to lessen slopes in the overall run of the sidewalk lengths.

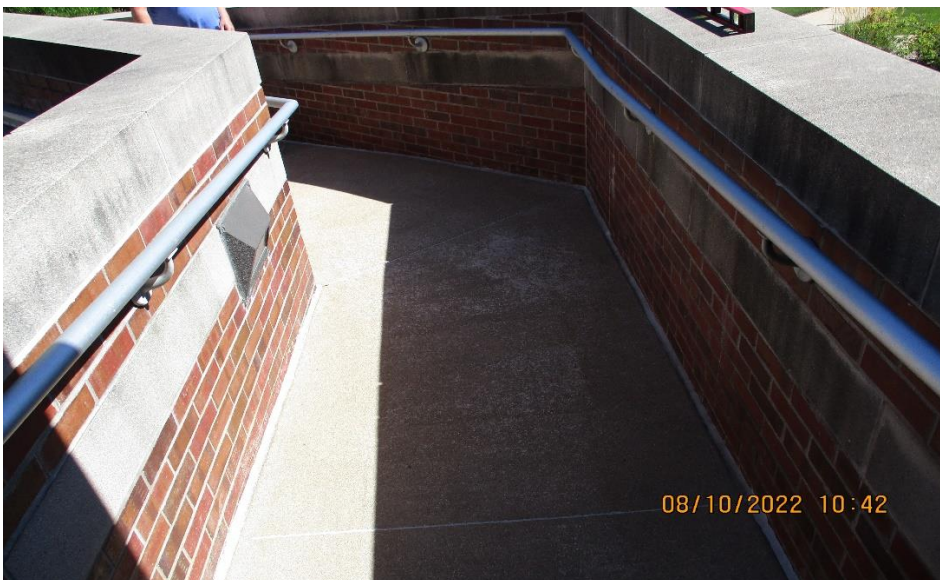
The three steps up towards the City Hall in this north area, by the sidewalk, also had trip hazards noted near the top step.



There are some issues with the concrete panels by the flagpoles. There are cracked and broken concrete panels, panels with evidence of spalling and uneven panels.

6. North Side City Hall Ramp System

There is a multidirectional ramp that was installed to the west of the main entrance on the north side. The handrails were installed. It was noted that there is no extension of the handrails at either end of the ramps. The lower section of the ramp was noted to be 2 ½" rise over a 6' run. The landing at the end of the ramp should be at least as wide as the ramp and at least 60 inches long. If a ramp has a rise higher than 6 inches, then it requires handrails on both sides. The next section of ramp, as you are moving up the ramp towards the City Hall, has a 4" rise over 10'. There is an intermediate landing although that landing is uneven and needs some correction, possibly grinding, to remove the deficiency. The next section of ramp from that landing and moving towards the City Hall, has a rise of 7" over 13'. There is no intermediate landing before the next ramp run and there is a rise of 9 ½ inches over 33' and then the upper ramp near the door has a rise of 3" over 11'. All of these rises versus runs are rather dramatic and there are no intermediate landings at the "upper" end of the ramp system where the ramps change directions. While the rise is higher than 6 inches in some places and there are handrails on both sides, the differences in rise and lack of intermediate landings is problematic. Signage could be installed also at the east sidewalks indicating accessible entrance on the south side.









7. Stairs-North Side City Hall

There are some broken steps in the front of the City Hall at the top of the west steps west of the west column line by the ramps. There is also indication that the same type of problem is beginning at the top of the east steps east of the east column line. A definite hazard for those trying to access the entrance via the steps.



8. Entrance Doors North Side City Hall

The exterior entrance doors had handicapped accessible push buttons to automatically open the exterior doors and then inside the vestibule there was a push button for automatic opening of the interior vestibule doors to the City Hall lobby.

Interior Building

1. Police Department

There were several areas of the Police Department that will soon be under construction and were not evaluated. This consisted mostly of the west areas of the Police



Department. The exception to this west area is that of the desk clerk/receptionist that uses the raised area that also services the walk-up window. All doors in the building had been previously evaluated by Pekin staff and adjusted to 5lbs of force maximum to open the doors.

The Evidence Room 115 has counter heights of 34 ½" which would be compliant. Electrical closet 125 has no noted deficiencies. Evidence Lab 146 has fixed counters and a sink. Both are 36 inches from finished floor to the top of the counter and top of sink. Both appear to be compliant. There are investigator lockers in the north side east-west hallway but there is still clear movement for wheelchairs. It would be best to have a totally clear hallway from a passing standpoint and exiting. Interview Room 116 had a table and chairs and Interview rooms 118 and 119 had fixed seating that was 19 inches from the finished floor to the top of the seat. Compliant. Room 121 was the Evidence/Storage room and was a secure space. There is moveable shelving and fixed shelving in the space as well as moveable desks.

The investigators use Office 108 which is fixed cubicles. Each of the cubicles has fixed desks and moveable file cabinets. The desktops are all 29 ½" from the finished floor to the top of the desktop. All compliant. The Chief and Deputy Chief Offices (Rooms 104 and 105) and Room 106 all had fixed desk systems in the offices with the top of desktop 28" above the finished floor. All appear compliant. The Administrative Professional uses Room 102 (Area). This has a counter that is not accessible, but the counter is not a full length of the room/space and there is the ability to maneuver around the counter in a compliant aisle width.

In Room 110 there is a kitchenette. This room is utilized as an EOC There is a countertop that is 36" above the finished floor and there is a kitchen sink and upper cabinets. A Section of the counter should be 34 inches above the finished floor and some of the cabinets/storage need to be accessible. The space in front of the kitchenette needs to have 60 inches clear. When the door to this area is opened, it limits the space in front of the kitchenette. A refrigerator freezer shall have at least 50% of the freezer space a maximum of 54 inches above the finish floor. Appliances shall comply with 804.6 and 309 of the Illinois Accessibility Code. The Kitchenette for employee use may need to be modified. The kitchen work surface shall be 34 inches maximum above the finish floor or ground. Sink heights need to be installed with the front of the higher of the rim or counter surface 24 inches above finish floor. There needs to be clear ground space around the appliances. Any cooktop or range needs to be compliant with a forward approach for clear ground and floor space (Section 306) otherwise you need to



provide knee and toe space clearance and then the underside of those appliances needs to be configured so as not to injure a person that wheels under. The location of controls. At least 50% of the shelf space in storage facilities shall comply with accessible requirements; at least 5% but not less than one of each type of cabinet, drawer and shelf area shall be compliant. Accessible storage areas shall also meet one of the reach ranges as specified in the code.



Washrooms 111 and 112 are located to the west of the EOC and accessed of the north south hallway. The toilet paper dispensers are 22" from the finished floor to the bottom of the dispensers, Sanitary Trash receptacle is 22" from the bottom to the finished floor, the mirror is 40 inches from the finished floor to the bottom of the mirror, the soap dispensers are 48 inches from the finished floor to the bottom of the dispenser, the towel dispenser bottoms are 51 3/4 " above the finished floor to the bottom of the dispenser, the waste can is 36 inches to the top of the waste container from the finished floor and the sink is 34" to the top of rim in Room 111 and is 3/4" higher in 112. The mirrors are compliant but right at that 40" compliant height for above lavatories. The water closets were compliant and met the 16" to 18" maximum from the sidewall. The clearance around the water closet did appear to meet the 60-inch (x 56") clear requirement. Seat height of



the toilet seat was compliant. Grab bars to the side and rear of the toilet appeared to be compliant. The toilet paper dispensers and sink heights appeared compliant. Other dispensers and receptacles appear compliant.

The Squad Room 137 was near the easter side of the proposed construction area and will be part of the work. Bit it was noted that the mailboxes for the Police Department personnel are located in this room and the mailboxes are located on the south wall and are 40 inches above finished floor to the bottom of the mailboxes. While the Accessibility Standards do not call out the mailboxes specifically, the ability to parallel approach to the mailboxes must be accessible and the reach ranges shall be complied with. The high side reach is 48 inches, and the low is 15 inches both above the finished floor. That is straight up a wall or similar object. For a countertop the reach is 10" to 24" inches. Mailboxes could be viewed like a countertop since you have to reach inside to gather materials.

Room 136 is identified as the Police Department reception area and the first point of contact for those people coming into the building at this level for Police Department assistance. This area has situated on a raised platform and is approximately 10' x 20' in size. It is accessed by tow steps up. There is no ramp. No access for those utilizing wheelchairs. The upper step has a 6-inch rise and a 13-inch tread, and the lower step has a 6 ¾ inch rise and 13-inch tread. The steps are non-compliant, and the handrails are non-compliant. The counter height is 29 inches. There are "walk-up" windows on the lower lobby side that this rection area services. Those windows shall comply with all the requirements of the height for a service window for check writing in 902.3 of the Accessibility Standard (28" minimum and 34" maximum above finished floor). This whole area will need to be removed and corrected for the deficiencies noted. There was no reason provided as to why this was a raised platform area. There are no know cabling or electrical wiring utilizing the underfloor area as a chase. This would include the access windows on the lobby side as they will be affected by any corrections made on the secure side of the wall. Sales and Service Counters shall comply with 904.4.1 or 904.4.2. The accessible portion of the countertop shall extend the same depth as the sales or service countertop.

Parallel Approach-90401-A portion of the counter surface that is 36 inches long minimum and 36 inches high maximum above the finished floor shall be provided. A clear floor or ground space complying with 305 shall be positioned for a parallel approach adjacent to the 36-inch minimum length of counter.



Forward Approach-904.4.2 A portion of the counter surface that is 30 inches long minimum and 36 inches high maximum shall be provided. Knee and toe space complying with 306 shall be provided under the counter. A clear floor or ground space complying with 305 shall be positioned for a forward approach to the counter.

2. Lobby Lower Level

The toilet rooms in the lower-level lobby area, Rooms 133 and 135 were evaluated and both appear to be compliant. The elevator appeared to be compliant but review all required signage for the elevator and the exterior of the elevator both floors. Ensure that the signage is all provided and compliant for use by the sight impaired population.

The benches in the lower-level lobby are non-compliant for height and seating and additionally are not attached to the floor. (bench seat surface shall be 17 inches minimum and 19 inches maximum above the finished floor-back support shall be 42 inches long minimum and shall extend from a point 2 inches maximum above the seat surface to a point 18 inches minimum above the seat surface. Back support shall be 2 ½" maximum from the rear edge of the seat measured horizontally)

3. Second Floor Office Areas

On the second-floor main level there is a room by the east stairwell and south of the board room. The countertop is 33 ½ inches above finished floor to top of counter. There is a sink and microwave on it. The paper towel dispenser is 10" above the counter to the bottom of the dispenser and 24 inches back from the front of the counter and the soap dispenser is 6 inches above the counter and is set 9" back from the front of counter. The Kitchenette for employee use may need to be modified. The kitchen work surface shall be 34 inches maximum above the finish floor or ground. Sink heights need to be installed with the front of the higher of the rim or counter surface 24 inches above finish floor. There needs to be clear ground space around the appliances. Any cooktop or range needs to be compliant with a forward approach for clear ground and floor space (Section 306) otherwise you need to provide knee and toe space clearance and then the underside of those appliances needs to be configured so as not to injure a person that wheels under. The location of controls. At least 50% of the shelf space in storage facilities shall comply with accessible requirements; at least 5% but not less than one of each type of cabinet, drawer and shelf area shall be compliant. Accessible storage areas shall also meet one of the reach ranges as specified in the code.



Rooms 207 (cubicles), Room 208, Room 209, City Manager's Office, Room 219, Room 220 all appeared to be compliant with cubicle fixed desk heights and cabinets, but many were deficient with signage (See 4 General Comments)

There is a copy area that is located on the east side of the secured second floor. The counter height is 36" off the finished floor to the top of counter. The counter is 90 inches long. This counter height shall accommodate the those with mobility issues and as such should have areas of the counter height that is only 34 inches above finished floor to top of counter and easily accessible. Any cabinet storage shall also meet requirements of the percentages of storage space for accessible use.

Room 216 is a washroom that was mostly compliant except that the mirror was 40 ¾" from the finished floor to the bottom. Off by ¾ inch. The cabinet in the washroom was also high and noted to be 48 inches above finished floor to the bottom.

The offices identified as Sue McMillin and Melanie Nievar were measured for desk height and they both were 29 inches above finished floor to the top of the desk. The open cubicle areas of the Main Front Counter were either 29 ½" or 30" from the finished floor to the top of the desks. They were compliant. They all had 36-inch accessible aisles to enter the cubicle spaces. The handicapped front counter area was compliant except that the counter area there was being used for storage. That area shall remain clear and ready for use at all times.

The Building Permit Technician/Administrative Assistant area is accessible to enter but the building department counter is not. The accessible counter is right next to the building department and is acceptable to use. The Permit Technician desk is fixed, and the height is compliant. The Building Official has a private office, and it is accessible, and the desk heights and cabinets are compliant. Inspection Cubicle Area 227 has desk heights of 30" above finished floor and the cubicle is accessible.



Room 246 and 247 are private offices with fixed desk system that has a desktop height that is 30" above finished floor. Room 229 is a private office with desk height 29" above finished floor. Room 230 is under construction. Room 234 and 233 have desk heights 30" above finished floor and the counter in Room 234 is 30 inches above finished floor. All rooms compliant.

The File Room has the west counter height at 42" from the finished floor to the top of the counter. This counter height needs to be lowered in other areas in order to be compliant or provide additional accessible counter areas that are compliant. The counter with the microwave, and toaster oven is 35 1/4" above finished floor. The postage counter is 34" above finished floor and the shelves above this counter are 25" above the counter and set back 12" from the front of the counter. The dining and work surfaces shall meet the requirements of 902.3 which is a minimum of 28" in height and a maximum of 34". It needs to be ensured that a parallel approach can be made to the accessible counters. This will also hold true for the office coffee station located by conference room 239 in the hallway. There is a 2' x 6' counter that is 34" above finished floor and the towel dispenser is 10" above the back of counter and the soap dispenser is 8" from the front of the counter and the front of it is 6 1/2". While the counter may meet height restrictions all the counters noted with cabinets or towels dispensers must be able to meet all reach requirements for a parallel approach with a wheelchair. The high side reach is 48 inches, and the low is 15 inches both above the finished floor. That is straight up a wall or similar object. For a



countertop the reach is 10" to 24" inches. Thus, most all of the counters that need to be accessible like this.

The corridor employee mailbox areas need to meet the ability for a person in a wheelchair to access them and be able to use the reach range requirements to access a mailbox. The high side reach is 48 inches, and the low is 15 inches both above the finished floor. That is straight up a wall or similar object. For a countertop the reach is 10" to 24" inches. Mailboxes could be viewed like a countertop since you have to reach inside to gather materials.

Rooms 243 has fixed desk that is 29" above finished floor to top and lateral cabinets that are 39" on the north wall and 52 inches on the west wall. Room 244 has a fixed desk with a desk top height 30" above finished floor and file cabinets that are 52" above the floor to the top of cabinet. Room 242 has a desk with a desktop height that is 29" above the finished floor, the counter over the lateral files is 40", which is high, and the other laterals are 39" to the top of the cabinet. Room 245 has built in desk with a desktop that is 30" above the finished floor and lateral files that are 40" to the top of the cabinet. Room 247 has two desks with the north desk having a desk height of 30" above finished floor and the south one having a desk height of 29 ½". This room has a smaller aisleway in it which could be problematic if used as an accessible office space.

The City Council Chambers has a ramp that is located on the east wall of the Council Chambers. The railing along the ramp is 36" above finished floor. The width of the ramp at the narrowest point is 27" between railings. The clear width between handrails is supposed to be 36 inches on a ramp. The dais counter are 29 ½" in height by 29 Inches wide. This does appear to be compliant. The podium that is in the room is 40 ¼" in height and there should be another podium for use by those in wheelchairs or some other means for sue by those with these types of mobility issues. The stair risers on the west side of the dais were measured at 7 ¾" for the rise. The maximum rise in a commercial (non-residential setting) is 7".

There are two public Washrooms in the lobby of the City Hall, and they are both located along the east side of the lobby. The only deficiency that was noted in the washrooms was in the women's washroom whereby the sanitary napkin holder was located at 54" above finished floor.

4. Basement



By the electrical equipment room there is a countertop that is 8' in length and is 35 ½" in height above the finished floor. This did appear compliant. The file storage area had storage in cabinets and or on shelves. The remainder of the basement was mechanical areas with a minimal amount of storage in those areas.

5. General Comments

TTY Equipment-Section 704.4. While these are required at public pay phones and other public use telephones, does the Village have the ability to accept calls from a hearing-impaired person and respond to them, by using such equipment at the Village Hall or is it incorporated into the Village Hall telephone system.

Signs-Section 703. General-Section 703.1 Signs shall comply with 703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual and one with tactile characters shall be provided. It was noted that the signage provided or lack thereof in the building for the various rooms and spaces was non-compliant or non-existent. This should be provided throughout.

Assistive Listening Systems Section 219 & 706. In each assembly area where audible communications is integral to the use of the space, an assistive listening system shall be provided. This means that if you are using amplification in the Board Room then you should have assistive listening systems. This would involve some communication receivers to be installed. This is sometimes referred to as an induction loop system or "hearing loop". This would be for the board room

Web Site Design-ADA Compliance. Website designers are well aware of this and can easily ensure compliance. This should be looked at for compliance. Have your website designer review this and provide that certification

Comments regarding service counters. There appears to be some deficiency in the Police Department lobby and the main Village Hall side has accommodated this. Sales and Service Counters-Section 904.4. Sales and Service Counters shall comply with 904.4.1 or 904.4.2. The accessible portion of



the countertop shall extend the same depth as the sales or service countertop. Parallel Approach-90401-A portion of the counter surface that is 36 inches long minimum and 36 inches high maximum above the finished floor shall be provided. A clear floor or ground space complying with 305 shall be positioned for a parallel approach adjacent to the 36-inch minimum length of counter. Forward Approach-904.4.2 A portion of the counter surface that is 30 inches long minimum and 36 inches high maximum shall be provided. Knee and toe space complying with 306 shall be provided under the counter. A clear floor or ground space complying with 305 shall be positioned for a forward approach to the counter.

Attachment I

2016 ADA Transition Plan



DEPARTMENT OF PUBLIC WORKS

ADA TRANSITION PLAN FOR PUBLIC RIGHTS OF WAY

2016 UPDATE

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Introduction

The City of Pekin has an expansive pedestrian system that links neighborhoods, recreational resources, government facilities, retail centers and business establishments. Pedestrian accessibility provides benefits not only for people with disabilities, but for the community at large. In an effort to continuously improve the pedestrian system this document was prepared in accordance with the Americans with Disabilities Act to serve as the Public Right-of-way Accessibility Transition Plan for the City of Pekin. Included in this document are the results of a self-evaluation that addresses accessibility barriers to City programs, activities and services.

Purpose

The federal legislation known as the American with Disabilities Act (ADA), enacted on July 26, 1990 and later amended effective January 1, 2009, provides comprehensive civil rights protections to qualified persons with disabilities from discrimination on the basis of disability. Title II of the ADA prohibits discrimination in all services, programs, and activities provided to persons with disabilities by State and local governments, including transportation. Local public agencies (LPA) with more than 50 full or part-time employees are required to perform self-evaluations of their current facilities relative to the accessibility requirements of the ADA and then establish a plan to correct any deficiencies. A self-evaluation is also required by Section 504 of the Rehabilitation Act for all entities receiving federal financial assistance, including federal highway aid for transportation projects. The process of self-evaluation for accessibility provides a framework for communities to develop a Transition Plan that identifies barriers, prioritizes actions to address barriers and then sets forth a schedule to implement those actions. The plan will also need to show compliance with 28 CFR 35.133 Maintenance of accessible features.

The Transition Plan used to implement compliance must include the following elements:

- Designate officials responsible for implementation
- Provide public notice and opportunity for public participation
- Develop a grievance procedure
- Adopt design standards and guidelines
- Prepare a self-evaluation
- Schedule and budget for improvements to achieve compliance
- Monitor progress

This Transition Plan incorporates these elements and provides a method for the City of Pekin to schedule, implement ADA improvements and maintain existing pedestrian sidewalks and pathways.

Definitions

For the purpose of this document, the terms defined in R105.5 of the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way have the indicated meaning.

Acronyms:

ADA – American with Disabilities Act

CIP – Capital Improvement Plan

IDOT – Illinois Department of Transportation

LPA – Local Public Agency

MUTCD – Manual on Uniform Traffic Control Devices

ROW- Right of Way

PROWAG – Public Right of Way Accessibility Guidelines

Officials Responsible for Implementation

LPAs must designate at least one responsible employee to coordinate ADA compliance for public rights of-way. This position must be familiar with the LPAs operation, be properly trained in ADA public-right of-way requirements, and be able to effectively communicate with governmental agencies, advocacy groups and the public. For the duration of the self-evaluation and Transition Plan schedule, the City of Pekin has designated the ADA Coordinator to the City Engineer and Public Works Technician as the officials responsible to oversee implementation of the Transition Plan. The City Engineer will coordinate all aspects of ADA compliance found within this Transition Plan. Any comments, additions or suggestions about this plan may be directed to the city engineer or public works technician as follows:

ADA Coordinator

Mike Guerra

City Engineer

Public Works Tech

Brett Olson

Public Works Department

Address:

111 South Capitol St.
Pekin, Illinois 61554

Address:

111 South Capitol St.
Pekin, Illinois 61554

Tel. 309-478-5348

mmguerra@ci.pekin.il.us

Tel. 309-478-5371

baolson@ci.pekin.il.us

Public Notice

LPAs must provide the public an opportunity to provide input on the Transition Plan prior to adoption. A copy of the ADA transition plan is available on the city website at www.pekin.ci.us.il and by request to the ADA Coordinator or the city clerk's office. Any

resident may address their concerns or comments to the ADA Coordinator or City Engineer listed in this document.

The also met with the Mayors Advisory for People with Disabilities on March 10, 2016 and May 12, 2016 to receive their input on the Transition Plan.

Grievance Procedure

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, and programs by the City of Pekin. The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to one or both of the city officials previously identified.

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or their designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or their designee will respond in writing, and where appropriate, in a format accessible to the complainant. The response will explain the position of the City of Pekin and offer options for substantive resolution of the complaint. If the response by the ADA Coordinator or their designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the city manager. Within 15 calendar days after receipt of the appeal, the city manager will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the city manager will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint. All written complaints received by the ADA Coordinator or their designee, appeals to the city manager and responses from these offices will be retained by the City of Pekin for at least three years.

Design Standards and Guidelines

The Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III.

The Access Board is an independent federal agency established by section 502 of the Rehabilitation Act (29 U.S.C. 792).¹ The Access Board is responsible for developing accessibility guidelines for the design, construction, and alteration of facilities to ensure that they are readily accessible to and usable by individuals with disabilities. In 2011 the Access Board Proposed the Public Right of Way Accessibility Guidelines. The proposed guidelines are developed specifically for pedestrian facilities in the public right-of-way and address conditions and constraints that exist in the public right-of-way.

The Manual on Uniform Traffic Control Devices (MUTCD) is incorporated by reference in 23 Code of Federal Regulations (CFR), Part 655, Subpart F and shall be recognized as the national standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel (see definition in Section 1A.13) in accordance with 23 U.S.C. 109(d) and 402(a). The policies and procedures of the Federal Highway Administration (FHWA) to obtain basic uniformity of traffic control devices shall be as described in 23 CFR 655, Subpart F.

The State of Illinois established Illinois Accessibility Code, which became effective April 24, 1997. This code provides the requirements for accessibility in Illinois.

Illinois Department of Transportation Bureau of Local Roads and Streets Manual and the FHWA have public right-of way accessibility design specifications and details, as well.

These manuals and details will apply to and govern all proposed improvements for ADA compliance

Illinois Department of Transportation Bureau of Local Roads and Streets Manual

<u>Chapter</u>	<u>Title</u>
41-6	REQUIREMENTS FOR ACCESSIBLE PUBLIC RIGHTS-OF-WAY

ADA Standards for Accessible Design

<u>Section</u>	<u>Title</u>
406	Curb Ramps
705	Detectable Warnings

Five Titles of the ADA

Title I - Equal Employment Opportunity for Individuals with Disabilities

This title is designed to remove barriers that would deny qualified individuals with disabilities access to the same employment opportunities and benefits available to others without disabilities. Employers must reasonably accommodate the disabilities of qualified applicants or employees, unless an undue hardship would result.

Title II - Non-discrimination on the Basis of Disability in State and Local Government Services

This title prohibits discrimination on the basis of disability by public entities. The public entity is required to provide access to programs, activities, and services provided by the state or local government, when viewed in their entirety.

Title III - Non-discrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities

This title prohibits discrimination on the basis of disability by private entities in places of public accommodation. Examples include: hotels, restaurants, golf courses, private schools, day care centers, health center, etc.

Title IV - Telecommunications

This title requires telephone companies to have developed interstate and intrastate telephone relay services in every state.

Title V - Miscellaneous Provisions

The final title contains a variety of provisions relating to the ADA as a whole, including its relationship to other laws and its impact on insurance providers and benefits.

Self-Evaluation

IDENTIFYING BARRIERS

An element of ADA Title II compliance requires the City of Pekin examine its services, policies, and practices and the effects thereof to determine whether there are barriers to participation by people with disabilities. For this Public Right-of-way Accessibility Transition Plan, this process includes the identification of existing and planned accessible paths of travel for public facilities and programs to facilitate prioritization.

For LPAs with responsibility or authority over streets, roads and walkways, the self-evaluation and Transition Plan must include curb ramps and other pedestrian facilities. Curb ramps, sidewalks, pedestrian signals, driveway crossings and other pedestrian facilities are to be reviewed for compliance with recent design standards. For example, specific items for curb ramps that are to be reviewed include the presence of appropriate detectable warnings, slopes, level landings, and algebraic slope changes from the ramp to the street surface.

The City of Pekin has a two-tiered system to identify and assess barriers in the public right of way:

1. A Preliminary Evaluation of intersections including the curb ramps and adjacent sidewalks.
2. A Detailed Evaluation of intersections, sidewalks and crosswalks within the city's roadway capital improvement plan (CIP). Detailed evaluations will be updated annually as the city programs future roadway capital improvement projects.

PRELIMINARY EVALUATION

The preliminary evaluation of curb ramps and sidewalks includes a comprehensive overview of the pedestrian network to determine which intersections are most obviously non-compliant to the current ADA guidelines. The preliminary inventory evaluates three (3) criteria for curb ramps and three (3) criteria for adjacent sidewalks:

Curb Ramps

1. Is there curb opening with ramp?
2. Does the curb ramp have a compliant color contrasting detectable warnings?
3. Does the curb ramp have a clear landing At the top/bottom of the ramp?

Sidewalk

1. Is there a continuous space for pedestrian access?
2. Does the sidewalk appear to provide adequate passing zones?
3. Does the sidewalk appear to be smooth without grade breaks?

The preliminary evaluation first utilizes recent aerial and street-level imagery to view each intersection or curb ramp location. If, based on the review of aerial and street-level imagery, the curb ramps or sidewalks do not meet the criteria outlined above, the intersection will be deemed “Non-Compliant”. If the item did meet the above criteria it would be deemed “Potentially Compliant”. Where colored transitions are visible in the aerial and street-level imagery, a windshield survey is conducted to verify curb ramps appear to be properly sloped and include truncated dome detectable warning panels meeting current specifications. Non-conforming curb ramps are relabeled as “Non-Compliant” based on the windshield survey. If an item has been verified to be in compliance, the item would be marked as “Compliant”.

DETAILED EVALUATION

A detailed evaluation of existing intersections, crosswalks, sidewalks, pedestrian signals, driveway crossings and other pedestrian facilities is conducted on a project by project basis concurrent with the city’s capital improvement program including street improvement, MFT and other stand-alone capital improvement projects. A detailed evaluation requires the measurement of specific physical attributes of the item in question such as width, running slope and gaps. Mechanical elements for signalized intersections will also be measured to determine compliance to the identified ADA barriers. Non-conforming accessibility issues discovered through the detailed evaluation will be addressed as part of the capital improvement project.

ADDRESSING BARRIERS

The City of Pekin utilizes many different approaches in removing barriers in the public right of way, including proactively identifying and eliminating the barrier, responding to public grievances and ensuring the appropriate design and build-out of new construction.

REASONABLE ACCOMMODATION REQUEST

The City of Pekin will attempt to provide relief to public right-of-way where a disabled person has requested help.

PRIORITIZATION

The City of Pekin bases barrier removal on a number of factors including: location, condition, priority ranking, cost effectiveness and any other pertinent considerations of the removal.

The City of Pekin has identified location priority as follows:

1. Intersections serving government or public facilities
2. Intersections serving arterial roadways or the central business district
3. Intersections serving areas of high concentration with people with disabilities
3. Intersections serving collector roads
4. Intersections serving other areas (such as residential)

Using data from the preliminary and detailed evaluations, an accessibility grade can be assigned for each intersection. The access grade assigns a rating letter to the curb ramp based upon preliminary or detailed evaluations. "C" is compliant, "PC" is potentially compliant, and "NC" is non-compliant.

The total number of sidewalk ramp panels categorized by rating is as follows:

<u>Rating</u>	<u>Ramps</u>
Sidewalk No Ramp	193
Ramp Non-Compliant (NC):	906
Ramp Potentially Compliant (PC):	253
<u>Ramp Compliant (C):</u>	<u>139</u>
Total	1,491

Repairs to intersections will be dependent upon the annual budget and the location ranking of each intersection. Due to the limited funds available for sidewalk replacement, repairs for compliance may be grouped with geographic location in order to maximize the use of potential funds.

Criteria for Determining Barriers at City Facilities

To determine whether corrective action needs to be taken at city operated facilities such the following evaluation criteria has been established.

1. Can the program or service offered be provided at an alternative ADA accessible facility?
2. Is the facility currently in ADA compliance and has the facility undergone previous renovations to obtain past ADA compliance?
3. What is the current state of accessibility?
4. What are the costs of alternatives to physical barrier removal versus the cost of alternative corrective actions?
5. Is the physical barrier programmed for removal as part of the facility's annual ongoing maintenance?

ESTIMATED CONSTRUCTION COST

The estimated cost to correct the potentially compliant and non-compliant sidewalk ramps identified in this transition plan to compliant status is:

\$ 2,500.00 per ramp location

Costs were based upon an average of the bid tabulations from recent sidewalk ramp repairs. Estimated work included all intersections marked as "potentially compliant" or "non-compliant" and assumed the removal and replacement of all corners at an intersection, the installation of a new 5' deep concrete square with a truncated dome detectable warning panel, and a slope adjustment factor to account for the removal and replacement of additional concrete squares that may be required. A 20% adjustment factor was added to the cost to account for additional contingency work and engineering costs. These costs are associated with the City of Pekin Annual Budget as demonstrated in the following General Ledger Line Items

100-032-534900 Sidewalk Renovation / Ins
240-240-580500 Street Construction
240-240-580501 Major Street Repair
261-261-534900 Sidewalk Renovation / Ins
261-261-584013 Public Facilities-ADA S W

SCHEDULE

The City of Pekin will make reasonable efforts to improve the accessibility of pedestrian facilities in the public right-of-way through its annual roadway capital improvement plan and its annual sidewalk replacement program. Compliance is required to the extent practicable within the scope of a project. As funds allow, special projects with funding specifically for ADA compliance or pedestrian improvements should be considered.

There will be times when it is technically infeasible to provide compliance due to the physical and topographic limitations of an area. The City of Pekin will make efforts to select areas with high priority and solvability where feasible before moving to lower priorities.

Additionally, given the breadth of the program and the size of the City's pedestrian network, the City will follow the concept of Program Access under Title II of the ADA. Program Access does not necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities, as long as the program as a whole is accessible. The City may choose to not install a sidewalk at some locations or may choose to lower their priority if a reasonable path of travel is available even without a sidewalk.

Monitor Progress

In order to be effective, the Public Right-of-Way Accessibility Transition Plan needs to be utilized in planning and funding decisions. Therefore, it is important to update the Plan regularly to reflect changes in real world conditions and to address any possible new areas of non-compliance. Regular updates will also result in monitoring compliance and the effectiveness of priorities set in the plan itself. The progress of the official transition plan will be documented on the City GIS server located at:

<https://gis.ci.pekin.il.us/portal/apps/View/index.html?appid=31afc710beb34fb6b694b9f665c84cf2>

ADA RESOURCE REFERENCES

- U.S. Department of Justice – 2010 ADA Standards for Accessible Design
http://www.ada.gov/2010ADASTandards_index.htm
- Illinois Department of Transportation – Accessibility in the Public Right-of-Way
<http://www.idot.illinois.gov/about-idot/civil-rights/ADA-and-Accessibility>
- Illinois Department of Transportation- Bureau of Local Roads and Streets Manual
<http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Local-Roads-and-Streets/Local%20Roads%20and%20Streets%20Manual.pdf>
- Illinois Department of Transportation- Highway Standards & District Specific Standards
<http://idot.illinois.gov/doing-business/procurements/engineering-architectural-professional-services/Consultants-Resources/highway-standards-and-district-specific-standards>
- PROWAG Guidelines

Public Rights of Way Accessibility Guidelines

<https://www.access-board.gov/attachments/article/743/nprm.pdf>

- State of Illinois Capital Development Board (1997 April 24). Illinois Accessibility Code. Online Capital Development Board
<http://www.cdb.state.il.us/forms/download/IAC/Web%20Version%20IAC.pdf>
- Illinois Attorney General's Office
<http://www.illinoisattorneygeneral.gov/>
- United States Access Board
<https://www.access-board.gov/>
- Federal Highway Administration
<http://www.fhwa.dot.gov/>
- Manual on Uniform Transportation Control Devices
<http://mutcd.fhwa.dot.gov/>

Appendix A

ADA CURB RAMP EVALUATION CHECKLIST

Inspection Date: _____ Location: _____
Inspected by: _____

1. Are there existing ramps? YES / NO
2. Is the ramp in compliance? YES / NO
3. Is the ramp in partial compliance? YES / NO
4. Are truncated domes present and in satisfactory condition? YES / NO
5. Is the slope in compliance? YES / NO
6. Are manholes, hand holes or valves located within the ramps or landing? YES / NO

Appendix B

**DEPARTMENT OF PUBLIC WORKS
REQUEST FOR ACCOMODATION/SIDEWALK REPAIR
REQUEST FORM**

Reporting Individual

Name: _____
(PRINTED)

Address: _____

City, State, Zip Code: _____

Telephone Number(s): _____

Sidewalk Requiring Accommodation

Street: _____

Cross Street: _____

Street Address: _____

Date of Incident or Discovery: _____

Describe the reason for requiring the requested accommodation or sidewalk repair.

Signature of Reporting Individual: _____ Date: _____

Office Use Only

Date Received: _____ Received By: _____

Action Taken: _____ Date: _____

Attachment II

Consent Decree, including Schedule 4.1.7

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz; Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, *as*)
the parent and next friend of ML, a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Plaintiffs,

v.

City of Pekin, Illinois, a municipal corporation;)
Mark Rothert, *in his official capacity as the Pekin*)
City Manager; John McCabe, John P. Abel,)
Michael Garrison, Mark Luft, Lloyd Orrick,)
Michael Ritchason and Jim Schramm, *in their*)
official capacities as Council Members for the City)
of Pekin,)

Defendants.

Case No. 1:18-cv-01438

**JOINT MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

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D	Declaration of Jennifer M. Sender, Esq.
E	Declaration of Carl F. Reardon, Esq.
F	Proposed Final Order Approving the Settlement

TABLE OF AUTHORITIES

CASES

<i>Armstrong v. Bd. of Sch. Dirs. Of the City of Milwaukee</i> , 616 F.2d 305, 312-13 (7th Cir. 1980)	13
<i>AT&T Mobility Wireless Data Servs. Sales Litig.</i> , 270 F.R.D. 330, 345 (N.D. Ill. 2010)	14
<i>AT&T Mobility</i> , 270 F.R.D. at 347	15
<i>Berardi, et al. v. City of Pekin, et al.</i> , Case No. 1:18-cv-01438–JBM–JEH	6
<i>Cotton v. Hinton</i> , 559 F.2d 1326, 1331 (5th Cir. 1977)	17
<i>Cummings v. Premier Rehab Keller, P.L.L.C.</i> , 141 S. Ct. 659, 208 L. Ed. 2d 269 (2020)	16
<i>Felzen v. Andreas</i> , 134 F.3d 873, 875 (7th Cir. 1998)	13
<i>Am. Int’l Grp., Inc. v. ACE INA Holdings, Inc.</i> , No. 07 C 2898, 2011 WL 3290302 (N.D. Ill. July 26, 2011)	19
<i>Isby v. Bayh</i> , 75 F.3d 1191, 1196 (7th Cir. 1996)	13
<i>Juris v. Inamed Corp.</i> , 685 F.3d 1294, 1321 (11th Cir.2012)	21
<i>Kessler v. Am. Resorts International’s Holiday Network, Ltd.</i> , No. 05 C 5944, 2007 WL 4105204, at *5 (N.D. Ill. Nov. 14, 2007)	15
<i>Lane v. Facebook, Inc.</i> , 696 F.3d 811, 820 (9th Cir. 2012)	18
<i>McKinnie v. JP Morgan Chase Bank, N.A.</i> , 678 F. Supp. 2d 806, 812 (E.D. Wis. 2009)	18
<i>Mexico Money Transfer Litig.</i> , 164 F. Supp. 2d 1002, 1020 (N.D. Ill. 2000)	18
<i>Mirfasihi v. Fleet Mortgage Corp.</i> , 356 F.3d 781, 786 (7th Cir.2004)	21
<i>Mullane v. Central Hanover Bank & Trust Co.</i> , 339 U.S. 306, 314–15, 70 S.Ct. 652, 94 L.Ed. 865 (1950)	21
<i>Netflix Privacy Litig.</i> , No. 5:11-cv-00379 EJD, 2013 WL 1120801, at *5 (N.D. Cal. Mar. 18, 2013)	18
<i>Newberg on Class Actions</i> § 11.41 (4th ed. 2002)	13, 20
<i>Phillips Petroleum Co. v. Shutts</i> , 472 U.S. 797, 811–12, 105 S.Ct. 2965, 86 L.Ed.2d 628 (1985)	21

<i>Schulte v. Fifth Third Bank</i> , 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011)	17
<i>Southwest Airlines Voucher Litig.</i> , No. 11-cv-8176, 2013 WL 4510197, at *7 (N.D. Ill. Aug. 26, 2013)	16
<i>Synfuel Techs, Inc. v. DHL Express (USA), Inc.</i> , 463 F.3d 646, 652 (7th Cir. 2006)	14
<i>In re Warner Commc'ns Sec. Litig.</i> , 618 F. Supp. 735, 745 (S.D.N.Y. 1985), aff'd 798 F.2d 35 (2d Cir. 1986)	19
<i>Young v. Rolling in the Dough, Inc.</i> , No. 1:17-CV-07825, 2020 WL 969616, at *3 (N.D. Ill. Feb. 27, 2020)	14

STATUTES

Americans with Disabilities Act, 42 U.S.C. §§ 12101, <i>et seq.</i>	6
Rehabilitation Act of 1973, 29 U.S.C. § 794, <i>et seq.</i>	6

RULES

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INTRODUCTION

After nearly 3 years of litigation, numerous months of negotiations between the Parties with respect to the nonmonetary terms of a consent decree, and subsequent mediations before Magistrate Judge Jonathan E. Hawley with respect to the monetary terms, the Parties have reached an agreement to provide meaningful injunctive relief with compensatory damages for the Class.

Based on extensive analysis of the facts and the applicable law and taking into account the risks and uncertainties associated with litigation and the delays that may result from trial and appeals, as well as the fair, cost-effective and assured method of resolving the potential claims of the Class represented by the proposed Consent Decree, Class Counsel has concluded that the proposed Consent Decree provides substantial benefit to the Class and is fair, reasonable and adequate and in the best interests of the Representative Plaintiffs, the Declarants and the Class. Similarly, the City has concluded that the proposed Consent Decree is desirable 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 Representative Plaintiffs, the Declarants, and the Class.

Balancing the risks against the substantial attendant benefits, the Court should find that the settlement contained in the proposed Consent Decree is fair, adequate and reasonable and enter an Order: (i) granting preliminary approval of the Consent Decree; (ii) approving the form and manner of the Notice Plan and appointing a Settlement Administrator; (iii) establishing deadlines for requests for exclusion and the filing of objections to the proposed settlement contemplated by the Consent Decree; and (iv) scheduling a fairness hearing.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs Patricia Berardi; Robert Chriswell; Austin Calloway; Ellen Sunderland; and Lisa Lynch, as the parent and next friend of M.L. (collectively, “Representative Plaintiffs”), are residents, and decedent Alice Rose Mary Ortiz was a resident, of the City of Pekin, Illinois, living with mobility disabilities. Defendants are the City of Pekin, Illinois; its City Manager, Mark Rothert; and its city council members: John McCabe, John P. Abel, Michael Garrison, Mark Luft, Lloyd Orrick, Michael Ritchason, and Jim Schramm.

On December 5, 2018, Representative Plaintiffs filed a putative class-action lawsuit, captioned *Berardi, et al. v. City of Pekin, et al.*, Case No. 1:18-cv-01438–JBM–JEH, in the U.S. District Court for the Central District of Illinois, Peoria Division, asserting, *inter alia*, the Defendants’ failure to construct or maintain accessible pedestrian rights-of-way throughout the City of Pekin in violation of the Accessibility Laws (as defined therein). (Doc #1). The lawsuit alleged violations of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101, et seq., and the Rehabilitation Act of 1973 (“Rehabilitation Act”), 29 U.S.C. § 794, et seq. (*Id.*).

On December 17, 2019, the Parties submitted their initial joint motion to stay proceedings to engage in settlement negotiations. (Doc. #18). Written discovery was exchanged between the parties to help inform them in their subsequent negotiations, and no depositions were taken. Additional joint motions were subsequently filed to continue to stay proceedings as the parties continued settlement negotiations, all of which were granted. (Doc. ##19, 21 & 23). Counsel for the Parties attended a face-to-face meeting on January 23, 2020, at Pekin City Hall to discuss the items of a settlement proposal and since then have engaged in many months, through October 2020, of discussions and negotiations of a potential settlement of the injunctive issues. Thereafter however, settlement negotiations stagnated.

On December 21, 2020, Plaintiffs filed their motion for class certification. (Doc. #27). On February 24, 2021, Plaintiffs filed their First Amended Complaint. (Doc. #34). 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. (Doc. # 47). The Court defined the class claims as whether Defendants have violated Title II of the ADA, and Section 504 of the Rehabilitation Act, by denying class members the benefits of city services, programs, or activities – namely, meaningful access to the Pekin sidewalk system and pedestrian rights-of-way – on the basis of Plaintiffs’ and Class Members’ mobility disabilities. (*Id.*). The Court further designated the six named plaintiffs as the class representatives and designated the Andrés J. Gallegos and Jennifer M. Sender, with Robbins, Salomon & Patt, Ltd., now known as Robbins DiMonte, Ltd., and Attorney Carl Reardon as class counsel. (*Id.*).

On May 3, 2021, Representative Plaintiffs filed their Memorandum of Proposed Plan for Notice to the Class. (Doc. #48). On July 6, 2021, the Court approved Plaintiffs’ Amended Proposed Plan for Notice to the Class, to inform potential Class Members of the Court’s certification of the action as a class action and of their rights to opt out of the class (Doc. #54). On July 7, 2021, the Parties filed a Joint Motion for Settlement Conference and Stay of Proceedings, (Doc. #55), which the Court approved on July 8, 2021.

Having made significant progress on the terms of the injunctive relief through previous months of negotiations, the Parties engaged in settlement conferences before Magistrate Judge Jonathan E. Hawley on September 13, 2021 and on October 13, 2021, to focus on reaching a

settlement with respect to the monetary relief for the Representative Plaintiffs, the Declarants, and the putative Class Members, as well as reasonable attorneys' fees and expenses. All the while the stay in the proceedings remained in effect. The latter settlement conference resulted in the Parties' reaching a tentative agreement as to monetary terms of a settlement. The mutually agreed-upon terms of the injunctive and monetary relief are memorialized in the Consent Decree.

THE CONSENT DECREE

The proposed Consent Decree, attached hereto as **Exhibit A**, has the following material terms, and all capitalized terms shall have the meanings ascribed to them in the proposed Consent Decree:

1. Term.

The Consent Decree shall become effective on the Effective Date and shall remain in effect until the completion of the City's construction and remediation of the public rights-of-way throughout the City as required therein. The specific Term of the Consent Decree shall be established by the Court upon the City's submission of the completed Updated Transition Plan to the Court.

2. Injunctive Relief.

The City shall engage the engineering firm, TWM, Inc., with its principal business address at 4940 Old Collinsville Road, Swansea, IL 62226, to serve as its consultant ("Consultant") during the term of the Consent Decree and to conduct and/or oversee the survey of 100% of all City's sidewalks, crosswalks, curb cuts and other public rights-of-way for purpose of obtaining a comprehensive, detailed, accurate and complete inventory of those elements, identifying which require remediation or installation, updating the City's Transition Plan and setting forth a priority

installation schedule to remediate and or install sidewalks, crosswalks, curb cuts and other public rights-of-way in compliance with Applicable Laws. As a condition precedent to all such surveys, and subsequent installations and upgrade work commencing, if such work will be performed by City-managed contractors or in-house crews, all such personnel shall be trained by the Consultant, or the Consultant shall verify such contractors' and crews' have received adequate training on the requirements of sidewalks, crosswalks, and public rights-of-way under the Accessibility Laws and on the use of the survey instrument.

The survey shall identify: (a) each street that has or does not have a sidewalk; (b) whether the corners of such streets have or do not have Pedestrian Ramps; (c) whether there are crosswalks between corners and the roadway condition of the crosswalks; (d) whether the existing sidewalk is in disrepair; and (e) all obstructions impeding full access on the sidewalk. The City shall hold at least one public hearing before the issuance of the Updated Transition Plan, seeking input from the community. Class Counsel will provide comments to the Updated Transition Plan as well.

Prioritization for remediation work shall first be given to all sidewalks, crosswalks, and Pedestrian Ramps that the Named Plaintiffs have identified in a schedule to the Consent Decree. The remediation work in that schedule shall commence during calendar year 2022. Thereafter, priority shall be given based upon geographic factors, including, but not be limited to sidewalks, crosswalks and Pedestrian Ramps along streets, within a 1-mile radius: (i) adjacent to where all Representative Plaintiffs reside; (ii) where the concentration of people with Mobility Disabilities, Visual Disabilities, and the senior population reside; (iii) servicing key locations for people with disabilities, such as emergency shelters, hospitals, clinics, and schools; (iv) servicing transit facilities; and (v) servicing public facilities and other places of interest/recreation (*e.g.*, senior services, government sites, child and youth services, libraries and cultural institutions).

Throughout the Term of the Consent Decree, the City shall ensure that all new sidewalks, curb cuts, crosswalks and Pedestrian Ramps that are newly constructed on or after the Effective Date comply with the requirements of all Accessibility Laws. Throughout the Term of the Consent Decree, whenever the City newly constructs or alters sidewalks, curb cuts, crosswalks or Pedestrian Ramps or adjacent construction projects obstruct the pedestrian rights-of-way, the City shall ensure that accessible temporary routes are provided through and around such construction and appropriate signage directing persons with Mobility Disabilities to such accessible temporary routes. The City covenants to the Class Members that it will maintain its sidewalks, crosswalks and Pedestrian Ramps as required by the Accessibility Laws, both during and after the Term so that members of the Class will be able to access them safely and independently. Maintenance will be performed on an ongoing, indefinite, and regular basis as required by the Accessibility Laws. The City covenants to the Class Members that it will routinely inspect sidewalks, crosswalks and Pedestrian Ramps where required and at all corners adjacent to planned Resurfacing, and within the scope of any Alteration or New Construction as defined by the Federal Highway Administration. The City shall require private developers and private utility companies to, *inter alia*, install or Upgrade sidewalks, crosswalks, Pedestrian Ramps, and detectable warning surfaces where required as part of the private developers' and private utility companies' construction projects, consistent with the Accessibility Laws.

The City shall maintain a complaint procedure for members of the public to request Installation or Upgrade of a sidewalk, crosswalk and/or Pedestrian Ramp during and after the Term. The City will record and track all such requests and semiannually (by July 15 and January 15) during the Term provide Class Counsel with copies of such requests. The City will acknowledge receipt of each complaint within 15 days of receiving it and provide an estimated

temporary repair date. The City will provide temporary repairs, as appropriate, consistent with the Accessibility Laws, within 60 days of receiving the complaint, and will provide permanent repairs within the same fiscal year that the complaint is received, and if cannot make those repairs within the fiscal year, those repairs shall be scheduled for completion within the next immediately following fiscal year. Class Counsel throughout the Term of the Consent Decree shall monitor the City's compliance with the Consent Decree.

3. Annual Monetary Commitment.

Beginning on the Effective Date, the City shall appropriate a minimum of \$250,000 each fiscal year ("Annual Monetary Commitment"), in addition to \$1.5 million for the first three fiscal years immediately following the Effective Date, for use exclusively toward the construction and the remediation required of the sidewalks, curb cuts, crosswalks and Pedestrian Ramps and all work related thereto. The Annual Monetary Commitment is the minimum amount the City is obligated to appropriate on an annual basis for the construction of sidewalks, curb cuts, crosswalks, and Pedestrian Ramps, including those constructed in connection with the construction and alterations of streets, roadways and highways, remediation of existing sidewalks, curb cuts, crosswalks, and Pedestrian Ramps.

4. Monetary Relief.

Subject to the approval of the Court, City agrees to pay to each of the Representative Plaintiffs \$10,000 as compensatory damages, an incentive award and as consideration for the release of their claims. Subject to the approval of the Court, City agrees to pay to the 35 Declarants, \$800 each, in total, \$28,000, as compensatory damages, an incentive award and as consideration for the release of their claims. Subject to the approval of the Court, City agrees to pay the Class Members who have not opted out and have tendered all documents and

information to submit a claim as required by the Settlement Administrator, a total of \$22,000 as compensatory damages (the “Settlement Fund”). The Settlement Fund shall be allocated and distributed to Class Members, pro rata, but not more than \$88.00 each. If there are amounts of the Settlement Fund that are unclaimed after the lapse of all applicable deadlines set forth herein, subject to the Court’s approval, the Settlement Administrator shall distribute the remaining Settlement Funds back to the City for immediate use for sidewalk remediation, which amount shall be in addition to the Annual Monetary Commitment.

Subject to the Court’s approval, the City agrees that Class Counsel is entitled to its reasonable fees in the amount of \$693,000.65 and costs, \$44,043.52, incurred in the prosecution of the action. There are no additional fee provisions and there are no “kicker” provisions. The attorneys’ fees and expenses are paid separate and apart from the Settlement Fund.

The injunctive relief in the Consent Decree is neither dependent nor condition upon the Court approving the aforementioned payments, nor upon the Court awarding the particular amounts sought.

5. Notice Plan and Settlement Administrator.

As set forth in the Notice Plan, **Exhibit B** hereto, the notice program consists of four different components: (1) Direct Notice; (2) Informational Postings; (3) Notice by Publication; and (4) Website Posting. The forms of the notice distributed in the notice program will include a long form and a short form, proposed copies of which are set forth as exhibits to the Notice Plan. The primary form of notice is by direct mail of the long form notice sent to the 41 Representative Plaintiffs and Declarants, to residents of three Pekin Housing Authority rental buildings and seven U.S. Department of Housing and Urban Development-managed rental properties, and to residents of private assisted living and independent living facilities located in Pekin, in addition to other

potential Class Members identified by Class Counsel. As further identified in the Notice Plan, a short form of the notice will be used for informational posting at city, county and state governmental facilities and commercial establishments in the City of Pekin where it is anticipated that Class Members will have the opportunity to view. In addition, the Settlement Administrator shall request that the short form notice shall be posted at various private establishments which, based on information and belief, persons with disabilities frequent. Because there is no reasonable method to identify the residential addresses of all Class Members, the Notice Plan contemplates publication of a notice in *The Journal Star*, a Peoria, Illinois, newspaper which, upon information and belief, has a circulation of 70,000 daily and 100,000 on Sundays. Finally, the Settlement Administrator has established a dedicated webpage at hyperlink: CityofPekinRightofWaySettlement.com as a means for Class Members to obtain notice of and information about the lawsuit. The website will include hyperlinks to the Amended Complaint, Defendants' Answer and Affirmative Defenses, the Court's Order and Opinion on the Plaintiffs' Motion for Class Certification and Defendants' Motion to Dismiss, the Settlement Agreement, the Long-Form Notice, the Short-Form Notice, Exclusion Request Form, the Claim Form and other such documents as the Settlement Administrator, Class Counsel and counsel for Defendants agree to post or that the Court orders be posted on the website.

Subject to the Court's approval, the City shall engage Simpluris, Inc. ("Simpluris"), with its principal place of business at Costa Mesa, California, to serve as the Settlement Administrator for purposes of disseminating the Class Notice, responding to requests to opt out of the Class, processing Claims Form, distributing the settlement awards, managing Class Members' data, providing a website and call center support, and to perform such other responsibilities set forth in the Consent Decree. All costs associated with the Settlement Administrator shall be borne by the

City, separate and apart from the Settlement Fund. Simpluris is a highly experienced and well-regarded third-party administrator who will implement the Court's approved Notice Plan.

6. Claim Form & Exclusion Request Form.

In order to receive monetary payment from the Settlement Fund, Class Members must submit a claim form ("Claim Form"), attached as an exhibit to the Notice Plan, by the claims deadline which shall be no later than 90 calendar days from the initial date the notice of the class action and its settlement is published in *The Journal Star*. The Claim Form may be submitted online or by U.S. mail.

For online submissions, the Claim Form shall require the Class Member to enter their contact information and mailing address and to select a payment option from four choices: Zell, PayPal, Venmo or physical check mailed to the address provided on the Claim Form. If a Class Member selects one of those electronic payment options they must enter the email address and/or mobile telephone number associated with the selected account. Each Class Member shall also be required to attest under penalty of perjury that he or she is a person with a mobility disability who resided in the City of Pekin from December 11, 2016 through December 11, 2018 and was denied meaningful access to public pedestrian rights-of-way in the City during that timeframe. Proof of residency during that timeframe shall be required. Acceptable forms of proof include property tax bill; housing lease or rental agreement; mortgage document; or utility statement. In addition, proof of identity shall be required. Acceptable forms of proof include a current, unexpired driver's license, photo identification card or passport. The failure to provide the documents requested will result in the denial of the claim. A digital signature shall be required and make the following attestation under penalty of perjury:

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified above and the information provided in this Claim Form is true and correct, and

that nobody has submitted another claim in connection with this Settlement on my behalf.

Class Members may also submit the paper Claim Form by mail. The paper Claim Form asks the Class Member to provide the same information as required above. The Claim Form identifies the no later than date the Claim Form must be postmarked.

Class Members desiring to opt-out of the settlement will be required to complete and execute an Exclusion Request Form attached as an exhibit to the Notice Plan. The opt-out period shall also be 90 calendar days from the initial date the notice of the class action and its settlement is published in *The Journal Star*.

7. Release.

In exchange for the relief afforded in the Consent Decree, the Defendants¹ will receive a release of all Released Claims.² The release is narrowly tailored to claims that could be asserted in the class action litigation.

ARGUMENT

A. The Settlement set forth in the Consent Decree well surpasses the Seventh Circuit's standards for the approval of class action settlements.

As the Seventh Circuit recognizes, federal courts strongly favor and encourage settlements—particularly in class actions and other complex matters where the inherent costs,

¹ Including the name the Defendants and its and their respective affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its and their behalf. Consent Decree, §18.

² "[A]ny and all causes of action, claims, rights, damages, punitive, or statutory damages, penalties, liabilities, expenses and losses, and issues, that any of the Plaintiffs have or could have made against the Defendants in the Class Action, under any claims under federal, state, or local law, rule, or regulation." Consent Decree, §18.

delays, and risks of protracted litigation might otherwise overwhelm any potential benefit the class could hope to obtain:

It is axiomatic that the federal courts look with great favor upon the voluntary resolution of litigation through settlement. In the class action context in particular, there is an overriding public interest in favor of settlement. Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources.

Armstrong v. Bd. of Sch. Dirs. Of the City of Milwaukee, 616 F.2d 305, 312-13 (7th Cir. 1980) (citations and quotations omitted), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873, 875 (7th Cir. 1998); *see also Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996) (“Federal courts naturally favor the settlement of class action litigation.”); 4 *Newberg on Class Actions* § 11.41 (4th ed. 2002) (collecting cases).

The proposed Settlement resulting from honest arm’s-length negotiations by otherwise vigorous adversaries who are competent, experienced counsel, provides Class Members with monetary relief, but more importantly, substantial injunctive relief while at the same time mitigating the risk of protracted litigation and/or a negative outcome that would preclude any recovery whatsoever for the Class. The terms of the injunctive relief were first extensively negotiated by the Parties prior to any negotiations relating to the monetary terms.

B. The Settlement should be preliminarily approved.

Federal Rule of Civil Procedure 23(e) provides that a court may approve a proposed class settlement “on a finding that it is fair, reasonable, and adequate.” *See* Fed. R. Civ. P. 23(e)(2); *see also Synfuel Techs, Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 652 (7th Cir. 2006); *Young v. Rolling in the Dough, Inc.*, No. 1:17-CV-07825, 2020 WL 969616, at *3 (N.D. Ill. Feb. 27, 2020). At the preliminary approval stage, the district court should assess whether the proposed settlement

falls “within the range of possible approval,” in order to “ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” *Id.*

While “[f]ederal courts naturally favor the settlement of class action litigation,” *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 345 (N.D. Ill. 2010) (*quoting Isby*, 75 F.3d at 1196), district courts must nonetheless consider the following four factors to determine whether a proposed settlement is fair, reasonable, and adequate: (a) the strength of the plaintiff’s case compared to the amount of the settlement offer; (b) the length, complexity, and expense of further litigation; (c) the opinion of competent counsel; and (d) the stage of the proceedings and amount of discovery completed. *See Synfuel*, 463 F.3d at 653 (citing *Isby*, 75 F.3d at 1199). “Although this standard and the factors used to measure it are ultimately questions for the fairness hearing that comes after a court finds that a proposed settlement is within approval range, a more summary version of the same inquiry takes place at the preliminary phase,” *Kessler v. Am. Resorts International’s Holiday Network, Ltd.*, No. 05 C 5944, 2007 WL 4105204, at *5 (N.D. Ill. Nov. 14, 2007) (citing *Armstrong*, 616 F.2d at 314), under which the facts are viewed “in the light most favorable to the settlement,” *Isby*, 75 F.3d at 1199.

Each of these factors weighs in favor of finding the proposed settlement fair, reasonable, and adequate, warranting its preliminary approval.

1. The Settlement provide substantial relief to the Class, particularly given the risk posed by continued litigation.

“The most important factor relevant to the fairness of a class action settlement is . . . the strength of the plaintiff’s case on the merits balanced against the amount offered in the settlement.” *Synfuel*, 463 F.3d at 653 (internal quotes and citations omitted). “Because the essence of settlement

is compromise, courts should not reject a settlement solely because it does not provide a complete victory to the plaintiffs.” *In re AT&T Mobility*, 270 F.R.D. at 347 (citations omitted).

The settlement provides significant injunctive relief for the Plaintiffs, relief that the individual Class Members likely would not be able to obtain on their own if they brought individual actions as it requires the City to appropriate a minimum of \$250,000 (the “Annual Monetary Commitment”) for each year of the Term to remediate all identified deficiencies in sidewalks, curb cuts, crosswalks, and other public rights-of-way no later than the end of the City’s 2026 fiscal year. In addition, the City shall appropriate \$1.5 million for the first three fiscal years immediately following the Effective Date, for use exclusively toward the construction and the remediation required of the sidewalks, curb cuts, crosswalks and Pedestrian Ramps and all work related thereto. The Annual Monetary Commitment is the minimum amount the City is obligated to appropriate on an annual basis for the construction of sidewalks, curb cuts, crosswalks, and Pedestrian Ramps, including those constructed in connection with the construction and alterations of streets, roadways and highways, remediation of existing sidewalks, curb cuts, crosswalks, and Pedestrian Ramps.

There are significant risks in continuing with litigation. The Representative Plaintiffs believe in the strength of their claims asserted against the Defendants, however, the Defendants did raise an undue financial burden affirmative defense, which if it can be proven, could potentially limit the scope of both the injunctive and monetary relief and could considerably lengthen the number of years in which the City would have an obligation to remediate its public rights-of-way. Thus, continued litigation poses a significant risk of a much narrower scope of recovery than what has been negotiated by the Parties. Moreover, before the current term of the United States Supreme Court was the issue of whether compensatory damages that are available under Title VII of the Civil Rights Act of 1964 and the statutes that incorporate its remedies, like the Rehabilitation Act

of 1973, include compensation for emotional distress. *See Cummings v. Premier Rehab Keller, P.L.L.C.*, 141 S. Ct. 659, 208 L. Ed. 2d 269 (2020). On April 28, 2022, the United States Supreme Court held emotional distress damages are not recoverable in private actions to enforce the anti-discrimination provisions under the Rehabilitation Act of 1973. *Id.*, 142 S. Ct. 1562 (2022). Thus, compensatory damages are only available for the Representative Plaintiffs and those members of the Class that can prove physical damage to their respective mobility devices or personal injuries as a result of the City's acts and omissions relating to its pedestrian rights-of-way, a significant fact that favors approval of the settlement. *See, In re Southwest Airlines Voucher Litig.*, No. 11-cv-8176, 2013 WL 4510197, at *7 (N.D. Ill. Aug. 26, 2013) ("In considering the strength of plaintiffs' case, legal uncertainties at the time of settlement favor approval."). Having to demonstrate physical damage to their respective mobility devices or physical injuries sustained would require individual inquiries which would considerably lengthen the trial and add significantly to its expense.

While the Representative Plaintiffs maintain that Defendants have more to lose at trial and face more risks, warranting the material injunctive and monetary recovery the Representative Plaintiffs have achieved in this proposed settlement, but nonetheless acknowledge that the settlement now reduces risk to themselves and the Class Members.

2. Further litigation will be protracted and expensive.

Preliminary approval is also favored because "[s]ettlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation." *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011). As explained above, there is significant risk that even if the Plaintiffs prevail in their claims that the scope of relief obtained through litigation may be significantly less than what the Parties have now negotiated.

Continued litigation would be lengthy, very expensive and involve extensive motion practice, including motions for summary judgment in various pretrial motions, as well as extensive fact and expert discovery including the preparation of expert reports, expert depositions and *Daubert* motions. While still very early in the discovery process, combined, Class Counsel have invested over 1,800 hours in this litigation thus far, with fees in excess of \$800,000. *See Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (“[C]lass action suits have a well-deserved reputation as being most complex.”). Continuing with litigation, going through trial, Class Counsel estimates that the fees will likely exceed twice the amount incurred thus far.

In addition, the case will likely not be ready for trial until late 2024. Representative Plaintiffs have identified over 15 former and current city officials, third-party auditors, and others whose depositions will be taken. The City will require taking the depositions of the six Representative Plaintiffs, and likely the 35 Declarants. And then there are experts whose depositions will be required. Even if the Class recovered judgment at trial in excess of the amounts negotiated here, there is the risk of the City filing posttrial motions and an appeal that would deprive the Class of recovery for years, and possibly forever in the event of a reversal.

Representative Plaintiffs have achieved a substantial and meaningful relief for the entire Class in the very early stages of this litigation. The City has agreed to an enormous undertaking to address public rights-of-way throughout the entirety of the City. *See Lane v. Facebook, Inc.*, 696 F.3d 811, 820 (9th Cir. 2012) (“the immediate benefits represented by the Settlement outweighed the possibility—perhaps remote—of obtaining a better result at trial”); *In re Netflix Privacy Litig.*, No. 5:11-cv-00379 EJD, 2013 WL 1120801, at *5 (N.D. Cal. Mar. 18, 2013) (determining that the settlement was fair, adequate and reasonable when the calculation of the value of the case took into account the time value of money).

3. Class Counsel are competent, well-informed, and experienced in a strongly endorse the Settlement.

The third factor examines the opinion of competent counsel as to whether a proposed settlement is fair, reasonable, and adequate. *Isby*, 75 F.3d at 1200. In assessing the qualifications of counsel under this factor, a court may rely upon declarations submitted by class counsel as well as its own observations of class counsel during the litigation. *Id.* This Court appointed Mr. Gallegos, Ms. Sender, and Mr. Reardon as Class Counsel in recognition of their significant experience in civil rights cases, complex litigation, and good judgment. Each of these attorneys can attest that the negotiations were difficult and complex, and like any settlement, involved concessions on both sides that were necessary to make a final agreement possible. Each of the Class Counsel unanimously endorse the settlement and strongly recommended its approval. *See Exhibits C – E* hereto, Declarations of Attorneys Gallegos, Sender, and Reardon, respectively.

Accordingly, the third *Isby* factor weighs in favor of finding the Settlement fair, reasonable and adequate. *See, e.g., McKinnie v. JP Morgan Chase Bank, N.A.*, 678 F. Supp. 2d 806, 812 (E.D. Wis. 2009) (that “counsel endorses the settlement and it was achieved after arms-length negotiations facilitated by a mediator . . . suggest that the settlement is fair and merits final approval.”); *see also In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d 1002, 1020 (N.D. Ill. 2000) (placing “significant weight on the . . . strong endorsement of [this] settlement” by a “well-respected” attorney).

4. Settlement was reached in the early stages of the proceedings with minimal but meaningful discovery completed.

The last *Isby* factor concerns the stage of the proceedings and the amount of discovery completed at the time the settlement is reached. *Synfuel*, 463 F.3d at 653. This factor “indicates

how fully the district court and counsel are able to evaluate the merits of plaintiffs' claims." *Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, No. 07 C 2898, 2011 WL 3290302 (N.D. Ill. July 26, 2011) (quoting *Armstrong*, 616 F.2d at 325) (internal quotations omitted).

The proposed settlement was reached after nearly 3 years of litigation, and it is informed by Class Counsel's investigation and its expert's analysis of the conditions of the City's public rights-of-way. Armed with this information, Representative Plaintiffs and their counsel had "a clear view of the strength and weaknesses" of the case and were in a strong position to negotiate a fair, reasonable and adequate settlement. *In re Warner Commc'ns Sec. Litig.*, 618 F. Supp. 735, 745 (S.D.N.Y. 1985), *aff'd* 798 F.2d 35 (2d Cir. 1986).

Mediation before Magistrate Judge Hawley was also hard-fought. The parties engaged in two rounds of mediation, 30 days apart, to reach a monetary settlement, having previously agreed on the overwhelming majority of the terms of the injunctive relief. That settlement was only possible because of Class Counsel's in-depth analysis of what would be required of the City to comply with its federal nondiscrimination mandates public rights-of-way and their fully informed factual background of the issues gleaned in discovery.

While no depositions have yet to be taken, written discovery has been exchanged and has been extensive. In addition, Class Counsel conducted extensive informational investigations in the City, meeting with putative class members to learn of their experiences, obtained declarations from over 40 putative class members in support of its motion for class certification, surveyed portions of the City's public rights-of-way on its own and analyzed results of its engineering expert's survey and assessment of the conditions of the City's public rights-of-way. Accordingly, Class Counsel confirms that the settlement achieved and well surpassed all tests for fairness, reasonableness, and adequacy.

As the Settlement is “the product of arm’s length negotiations, sufficient discovery has been taken to allow the parties and the court to act intelligently, and counsel involved are competent and experienced,” the Court may presume the settlement to be fair, adequate, and reasonable. H. Newberg, A. Conte, *Newberg on Class Actions* § 11.41 (4th ed. 2002).³

Accordingly, the final factor weighs in favor of finding the Settlement embodied in the Consent Decree as fair, reasonable and adequate.

C. The proposed class notice plan provides the best practicable notice and does so in an easily understood format and is nearly identical to the notice plan previously approved by the Court.

Fed. R. Civ. P. 23(c)(2)(B) requires the “best notice that is practicable under the circumstances, including individual notice to all members who can be identified through

³ See also, e.g., *Fox v. Asset Acceptance, LLC*, No. CV 14-734-GW(FFMx), 2015 U.S. Dist. LEXIS 193865, at *23 (C.D. Cal. Aug. 17, 2015) (“At this point, the parties have participated in multiple mediations and Plaintiff has conducted additional confirmatory discovery — before reaching this Settlement. . . . Such discovery supports a finding of fairness.”); *Lo v. Oxnard European Motors, LLC*, No. 11CV1009 JLS (MDD), 2011 U.S. Dist. LEXIS 144490, at *17-18 (S.D. Cal. Dec. 15, 2011) (Finding settlement fair, reasonable, and adequate when reached upon “only . . . limited confirmatory discovery” because the parties determined they had exchanged sufficient information to make an informed decision; the parties’ counsel were well versed in class action litigation and the subject matter underlying the case; and the disputed issues were legal, not factual, such that extensive discovery may not have been required.); *Kline v. Dymatize Enters., LLC*, No. 15-CV-2348-AJB-RBB, 2016 U.S. Dist. LEXIS 142774, at *14-15 (S.D. Cal. Oct. 13, 2016) (The “time and effort” associated with post-settlement and post-mediation negotiations, confirmatory discovery, and informal discovery “militate in favor or preliminary approval.”); *Simerlein v. Toyota Motor Corp.*, No. 3:17-cv-1091 (VAB), 2019 U.S. Dist. LEXIS 96742, at *59-61 (D. Conn. June 10, 2019) (Finding plaintiffs “gained a sufficient understanding of their case such that they have had an opportunity to evaluate the strengths and weaknesses of their claims as well as the adequacy of settlement” even though “Class Counsel only completed informal and confirmatory discovery and had not yet adjudicated pending motions to dismiss. . . .”); *In re Nissan Radiator*, No. 10 CV 7493 (VB), 2013 U.S. Dist. LEXIS 116720, at *13-14 (S.D.N.Y. May 30, 2013) (“[T]he settlement agreement is the product of extensive, arm's-length negotiations by parties represented by experienced and talented counsel with expertise in these types of cases. Additionally, although settlement was reached before extensive merits discovery, plaintiffs conducted an investigation prior to commencing the action, retained experts, and engaged in confirmatory discovery in support of the proposed settlement. . . . Therefore, the Court believes the settlement is the result of serious, informed, and non-collusive negotiations.”).

reasonable effort.” While actual individual notice may be the ideal, due process does not always require it. See *Mirfasihi v. Fleet Mortgage Corp.*, 356 F.3d 781, 786 (7th Cir.2004) (rejecting requirement of individual notice); *Juris v. Inamed Corp.*, 685 F.3d 1294, 1321 (11th Cir.2012) (noting that “even in Rule 23(b)(3) class actions, due process does not require that class members actually receive notice” and collecting cases); accord, *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12, 105 S.Ct. 2965, 86 L.Ed.2d 628 (1985); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314–15, 70 S.Ct. 652, 94 L.Ed. 865 (1950).

On July 6, 2021, the Court approved Plaintiffs’ Amended Proposed Plan for Notice to the Class, to inform potential Class Members of the Court’s certification of the action as a class action and of their rights to opt out of the class [Doc. #54]. On July 7, 2021, the Parties filed a Joint Motion for Settlement Conference and Stay of Proceedings, (Doc. #55), which the Court approved on July 8, 2021, and therefore that approved Plan for Notice to the Class was not effectuated.

As set forth in Representative Plaintiffs’ Memorandum of Proposed Plan of Notice, filed contemporaneously herewith, the Notice Plan is nearly identical to that previously approved by the Court, with the exception of Simpluris (“Simpluris”), a California-based corporate third-party claims administrator, will act as the Settlement Administrator responsible for implementing the four components of the Notice Plan: (1) direct notice to all reasonably identifiable Class Members; (2) notice by publication; (3) informational postings; and (4) website posting. In addition, Simpluris shall administer the settlement fund and process all claims submitted by the Class Members.

Accordingly, Representative Plaintiffs respectfully request that the proposed Notice Plan be approved, together with the Class Notices and Claim Form.

D. The Court should schedule a fairness hearing to finally approve the settlement.

Finally, the last step in the settlement approval process after completion of the Notice Program will be a Final Approval Hearing to consider fairness, reasonableness, and adequacy of the proposed Consent Decree, and to determine the reasonableness of the requested attorneys' fee, expense and service awards. Representative Plaintiffs, contemporaneously herewith, have submitted a proposed order containing a proposed schedule of events for the Court's consideration before the hearing on the instant motion. A draft proposed form of the Final Order Approving the Class Action Settlement is attached hereto as **Exhibit F** hereto.

CONCLUSION

For the foregoing reasons, Representative Plaintiffs and the Defendants respectfully request that the Court grant this joint motion in its entirety and enter an order (i) granting preliminary approval of the Consent Decree; (ii) appointing Simpluris, Inc. as the Settlement Administrator; (iii) approving the Notice Plan and the forms identified therein; (iv) scheduling a fairness hearing; (v) establishing deadlines for the filing of objections to the proposed settlement contemplated by the Consent Decree and requests for exclusion; and (vi) establishing a schedule for the performance of certain actions contemplated herein.

Dated: June __, 2022

Respectfully Submitted,

By: _____
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Dated: June __, 2022

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Dated: June __, 2022

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Exhibit A - Consent Decree

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz, Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, as the)
parent and next friend of M.L., a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Case No. 1:18-cv-01438

Plaintiffs,)

v.)

City of Pekin, Illinois, a municipal corporation;)
Mark Luft, not individually, but in his official)
capacity as Mayor for the City of Pekin,)

Defendants.)
)
)
)

CLASS ACTION CONSENT DECREE

This Class Action Consent Decree (“Consent Decree”) is made and entered into by and between the City of Pekin, Illinois (the “City”), Mark Luft, not individually, but in his official capacities as Mayor for the City of Pekin (“Mayor Luft”) and Patricia Berardi, Robert Chriswell, Susan Kay Duvall, as the Executor of the Last Will and Testament of Alice Rose Mary Ortiz; Austin Calloway, Ellen Sunderland, and Lisa Lynch, as the parent and next friend of M.L., a minor child (collectively, “Representative Plaintiffs”), individually on behalf of themselves and all Class Members (as defined herein). The City, Mayor Luft and the Representative Plaintiffs are referred to herein, individually as a “Party” and collectively as the “Parties.”

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- A Claim Form**
- B Class Notice**
- C Joint Motion for Preliminary Approval & Notice Distribution Plan**
- D Preliminary Approval Order**
- E Final Approval Order**

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I. RECITALS

WHEREAS, on December 5, 2018, Representative Plaintiffs filed a class-action lawsuit, captioned *Berardi, et al. v. City of Pekin, et al.*, Case No. 1:18-cv-01438–JBM–JEH, in the U.S. District Court for the Central District of Illinois, Peoria Division, asserting, *inter alia*, the Defendants’ failure to construct or maintain accessible pedestrian rights-of-way throughout the City of Pekin in violation of the Accessibility Laws (as defined herein);

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;

WHEREAS, the parties believe it is in their respective best interests to avoid additional expense in further prosecuting and defending the lawsuit to enter into this definitive stipulation of settlement to settle all claims asserted in the class action lawsuit and to provide further the relief contained herein;

WHEREAS, the City does not admit and specifically denies, that it has violated or failed to comply with or has any liability to the Representative Plaintiffs or the Class Members under any provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any applicable laws of the state of Illinois relating to the accessibility of the pedestrian rights-of-way for persons with mobility disabilities, any regulations or guidelines promulgated pursuant to those statutes, or any applicable laws, regulations or legal requirements. Neither this Consent Decree, nor any of its terms of provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by the City of Pekin. This Consent Decree and

its terms and provisions shall not be offered or received as evidence of any purpose whatsoever against the City in any action or proceeding, other than a proceeding to enforce the terms of this Consent Decree;

WHEREAS, based on extensive analysis of the facts and the applicable law in taking into account the risks and uncertainties associated with litigation and the delays that may result from trial and appeals, as well as the fair, cost-effective and assured method of resolving the potential claims of the Class represented by this Consent Decree, Class Counsel has concluded that this Consent Decree provide substantial benefit to the Class and is fair, reasonable and adequate and in the best interest of the Plaintiffs and the Class;

WHEREAS, the City has similarly concluded that this Consent Decree is desirable 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, this Consent Decree will be submitted to the United States District Court for the Central District of Illinois, Peoria Division, for preliminary and final approval under Rule 23 of the Federal Rules of Civil Procedure, as described below.

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the promises and covenants contained herein and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree, subject to the Court's approval, the class-lawsuit shall be fully and completely settled according to the following terms and conditions:

1. Definitions

For purposes of this Consent Decree, the following terms of the following definitions:

1.1 “2013 DOJ/DOT Alteration Guidance” means the 2013 Department of Justice/Department of Transportation Joint Technical Assistance and the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads or Highways are Altered through Resurfacing, available at: [DOJ/DOT on Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing \(ada.gov\)](https://www.ada.gov/ta_titleii.html)

1.2 "Accessibility Laws" means all state and federal accessibility laws, regulations and related guidelines requiring, promoting, and/or encouraging equal or improved access to persons with disabilities, including, without limitation, the following: (1) the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, *et seq.* ("ADA"), as may be amended hereafter, and all of its implementing regulations and technical requirements which are existing and current at the time of any sidewalk, crosswalk or Pedestrian Ramp Installation or Upgrade (as defined below); and (2) the Rehabilitation Act of 1973, 29 U.S.C. §§ 790, *et seq.*, as may be amended hereafter and all of its implementing regulations and design standards. “Accessibility Laws” shall also mean any successor laws to the ADA and/or the Rehabilitation Act of 1973.

1.3 "Alteration" or "alterations" means an "alteration," as defined in the Accessibility Laws, to the public right of way, that affects or could affect pedestrian access. This includes, without limitation, any resurfacing, repaving, reconstruction, or widening of any streets, as described in the "U.S. Department of Justice/U.S. Department of Transportation Joint Technical Assistance on the "U.S. Department of Justice/U.S. Department of Transportation Joint Technical Assistance on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing" found at https://www.ada.gov/ta_titleii.html.

1.4 “City” means the City of Pekin, an Illinois municipal corporation and the county

seat of Tazewell County in the state of Illinois.

1.5 “Claim Deadline/Claims Period” means the time period during which a Class Member may submit a claim form, which is the period beginning when the settlement administrator mailed the notice and ending 90 Days later.

1.6 “Claim Form” refers to the form by which Class Members seek benefits under this Consent Decree, substantially in the form as is attached as Exhibit A to this Consent Decree.

1.7 “Claimant” means a Class Member who has submitted a Claim Form.

1.8 “Class,” or “Class Member(s)” means 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, as certified by United States Senior District Judge Joe Billy McDade on April 19, 2021.

1.9 "Class Counsel" means, collectively, the law firms of Robbins DiMonte, Ltd., formerly known as Robbins, Salomon & Patt, Ltd. and Carl F. Reardon, Esq., as approved by the Court.

1.10 “Class Notice” means the notice of the proposed settlement to be provided to the Class Members substantially in the form as is attached as Exhibit B to this Consent Decree.

1.11 “Class Representatives” or “Representative Plaintiffs” means Patricia Berardi, Robert Chriswell, Susan Kay Duvall, as the Executor of the Last Will and Testament of Alice Rose Mary Ortiz, Austin Callaway, Ellen Sunderland, and Lisa Lynch as the parent and next friend of M.L., a minor child, collectively.

1.12 "Complaint" means a request made by persons with mobility disabilities, persons who are Blind or with vision disabilities, and their representatives, for Installation or Upgrade of a sidewalk, crosswalk, Pedestrian Ramp or ramps at a specified corner, or removal of barriers

thereon.

1.13 "Complex Corner" means a corner for which a unique design drawing must be prepared in order to install or Upgrade a Pedestrian Ramp(s) at that corner, due to an unusual site condition that makes it "technically infeasible" within the meaning of the Accessibility Laws governing alterations, or "structurally impracticable" within the meaning of the Accessibility Laws governing new construction, to make the corner readily accessible to and usable by the Class Members. Complex Corners subject to the Accessibility Laws governing new construction must be made readily accessible to and usable by the Class Members to the extent not "structurally impracticable" within the meaning of the Accessibility Laws. Complex Corners subject to the Accessibility Laws governing alterations must be made readily accessible to and usable by the Class Members "to the maximum extent feasible" within the meaning of the Accessibility Laws.

1.14 "Conflict" or "Conflicts" means any disagreement relating to any alleged violation of or alleged failure to perform any of the provisions of the Consent Decree and/or conflicts between the Parties concerning the interpretation, implementation, monitoring, compliance, and any subsequent modification of the Consent Decree. All Conflicts will be resolved using the Conflict Resolution Procedure outlined in Section 15 of the Consent Decree.

1.15 "Consent Decree" means this Agreement, including any permitted and executed amendments and exhibits hereto, subject to the Court's approval.

1.16 "Consultant" or "Transition Plan Consultant" means TWM, Inc., with its principal business address at 4940 Old Collinsville Road, Swansea, IL 62226, or a successor entity chosen pursuant to Section 16 below.

1.17 "Court" or "District Court" means the U.S. District Court for the Central District of Illinois, Peoria Division.

1.18 “Day” or “Days” means calendar days unless stated otherwise.

1.19 “Declarants” shall mean those 35 individuals with Mobility Disabilities who completed declarations in support of Plaintiffs’ motion for class certification.

1.20 “Defendants” means the City of Pekin, Illinois, and Mark Luft, in his official capacity as Mayor for the City of Pekin.

1.21 “Defendants’ Counsel” means Del Galdo Law Group, LLC.

1.22 "Department of Public Works" or "DOPW" means the Pekin Department of Public Works.

1.23 “Effective Date” means the date upon which the Settlement shall become effective and as is further defined in Section 17.3 below.

1.24 "Fairness Hearing" means the hearing to be held by the District Court, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, to determine whether the settlement terms set forth in this Consent Decree are fair, reasonable and adequate and whether the settlement should be finally approved.

1.25 “FHWA Guide for Maintaining Pedestrian Facilities for Enhanced Safety” means the current guide published by the US Department of Transportation Federal Highway Administration, available at:

https://safety.fhwa.dot.gov/ped_bike/tools_solve/fhwasa13037/index.cfm#toc

1.26 "Final" as applied to the term "Judgment," (as defined below), means that (i) the time for appeal or writ has expired and no appeal or petition for review has been taken, or (ii) if an appeal or petition for review is taken and the settlement set forth in the Consent Decree has been affirmed in full, the time period during which any further appeal or review can be sought (including through any appeal, petition for review, writ of certiorari or otherwise) has expired and no such

further appeal or review has been sought. In the event that no objections to the Consent Decree are raised prior to or at the Fairness Hearing, that any objections that have been raised have been fully and formally withdrawn, or that no viable objections otherwise exist at the time of the Fairness Hearing, the Judgment will become "final" as of the District Court's issuance of the Judgment. If the Judgment is set aside, materially modified, disapproved or overturned by any court, and is not fully reinstated on further appeal or review, the Judgment will not become or be "final."

1.27 "Final Approval Order" means the order by the District Court, a draft of which is attached hereto as Exhibit E, after notice and the holding of the Fairness Hearing, granting approval of the Consent Decree under Rule 23(a) of the Federal Rules of Civil Procedure. The hearing at which such final approval is considered or granted, should a hearing be held, will be called the "final approval hearing."

1.28 "Fiscal Year" ("FY") means the accounting period on which a budget is based. The City's Fiscal Year commences on May 1 and ends on April 30.

1.29 "Force Majeure Event" means the occurrence of one or more of the following: acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes or explosions; war, acts of terrorism, and epidemic; acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations; strikes and labor disputes; and shortage of supplies and materials.

1.30 "Hazardous" or "Hazard" shall mean with respect to vertical surface discontinuities, any discontinuities in excess of 13 mm (0.5 inches); for horizontal openings, openings in gratings and joints with a sphere of more than 13 mm (0.5 inches) in diameter; and flangeway gaps at pedestrian at-grade rail crossings in excess of 64 mm (2.5 inches) on non-freight rail track and in excess of 75 mm (3 inches) maximum on freight rail track, all as set forth in the current version of

the US Access Board’s Public Right of Way Accessibility Guidelines (“PROWAG”). “Hazardous” shall also mean any other condition beyond displacements such as cross slope grades exceeding the maximum percentage of slope set forth in PROWAG, conditions that may serve as a tripping hazard (*e.g.*, cracks, holes, damaged surfaces, objects protruding into the walkways); protruding objects that are hazardous for pedestrians, especially those who are blind or have low vision, and protrusions that limit the clear width of pedestrian access routes, such as planters, signs, posts, parking meters, bicycle racks, trash receptacles, mailboxes, etc.; and surfaces that are not firm or stable are not slip resistant.

1.31 “Installation” or “Install” means, as applicable, the construction, in whole or in part, of a sidewalk, Pedestrian Ramp, street, alley or other pedestrian right-of-way.

1.32 "Judgment" means the order and judgment entered by the District Court in the Central District of Illinois, Peoria Division in *Berardi, et al. v. City of Pekin, et al.*, Case No. 1:18-cv- 01438–JBM–JEH, substantially in the form of as attached hereto as Exhibit E, that, among other things, fully approves the terms of the Consent Decree, and retains the District Court's jurisdiction to enforce the Consent Decree throughout the Term, for the purpose of, *inter alia*, determining attorneys' fees and costs.

1.33 “Lawsuit” means the class action complaint filed on December 5, 2018, captioned as *Berardi, et al. v. City of Pekin, et al.*, Case No. 1:18-cv-01438–JBM–JEH, pending in the U.S. District Court for the Central District of Illinois, Peoria Division.

1.34 “Maintenance” means maintaining the City’s sidewalks, curb ramps, crosswalks and Pedestrian Ramps, which includes snow and ice removal, to ensure their safe condition and compliance with all applicable Accessibility Laws and as required herein.

1.35 "Mobility Disability" or "mobility disabilities" means any impairment or medical

condition that limits a person's ability to walk, ambulate, maneuver around objects, or to ascend or descend steps or slopes. A person with a mobility disability may or may not use a wheelchair, scooter, electric personal assisted mobility device, crutches, walker, cane, brace, orthopedic device, or similar equipment or device to assist her or his navigation along sidewalks and streets or may be semi-ambulatory.

1.36 "Monitor" means the Class Counsel.

1.37 "New Construction" means "new construction" as defined in the Accessibility Laws to or on any street or corner.

1.38 "Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Class Member must file or serve written objections, if any, to the Settlement in accordance with Section 13.3 of this Consent Decree.

1.39 "Opt-out/Exclusion Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Class Member must file or serve written requests for exclusion, if any, to the Settlement in accordance with Section 13.2 of the Consent Decree.

1.40 "Party" means either the Plaintiffs, inclusive of the Class Members, or the Defendants; collectively, "Parties."

1.41 "Pedestrian Ramp" means any ramp, cut, or slope where a pedestrian walkway crosses a curb that is, in whole or in part, owned, controlled or maintained by or otherwise within the responsibility of the City.

1.42 "Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and the notice distribution plan to the Class, Exhibit E hereto.

1.43 "Public Right of Way Accessibility Guidelines" or "PROWAG," means the guidelines established by the U.S. Access Board regarding public rights-of-way, found at

<https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way>.

The most current version of PROWAG shall be utilized at the time an action requiring use of PROWAG is undertaken.

1.44 "Qualified" means possessing all the required licenses, certifications, education, training, background and experience necessary to perform the services or work contemplated.

1.45 "Released Claims" means the claims against the Defendants that the Plaintiffs shall release consisting of all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either the Plaintiffs have, or may have had, against the Defendants, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Class Action and any claims under federal, state or local law, rule, or regulation.

1.46 "Released Parties" means the Defendants, together with each of its and their respective affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its and their behalf.

1.47 "Releasing Persons" means the Class Representatives, all Class Members who do not properly or timely opt out of the Settlement, and their respective family members, heirs, administrators, successors, and assigns.

1.48 "Request for Exclusion" means a request by a Class Member to be excluded from the class that meets all of the requirements for exclusion as set out in this Consent Decree, the

Class Notice, and as ordered by the Court.

1.49 "Resurfacing" means an Alteration that involves work on a roadway spanning from one intersection to another, which includes overlays of additional material to the road surface, with or without milling, consistent with the July 8, 2013 "U.S. Department of Justice/U.S. Department of Transportation Joint Technical Assistance on the Title II Requirements to Provide Curb Ramps When Street Roads or Highways are Altered Through Resurfacing", and the Supplement thereto dated December 1, 2015.

1.50 "Settlement" means the settlement contemplated by this Consent Decree.

1.51 "Settlement Administrator" means Simpluris, 3194-C Airport Loop Drive, Costa Mesa, CA 92626.

1.52 "Settlement Fund" means the funds that Defendants will distribute under the terms of this Settlement in accordance with Section 12, below.

1.53 "Standard Corner" means any corner that does not require a unique design drawing to be prepared for that location in order to install or Upgrade a Pedestrian Ramp or Pedestrian Ramps at that corner. Each corner will be considered to be a Standard corner unless it is expressly designated as a Complex Corner.

1.54 "Standard design drawing" or "Standard design drawings" means the engineering standard design drawings prepared by the City to comport with the Accessibility Laws in order to provide guidance for engineers, contractors and/or developers in connection with the Installation or Upgrade of sidewalks, crosswalks and Pedestrian Ramps at Standard Corners.

1.55 "Survey" or "Surveys" means the collection of photographs and detailed data concerning crosswalks, sidewalks, corners and Pedestrian Ramps in the City and assessment of that data to determine the extent to which the sidewalks, corners and Pedestrian Ramps comply

with the Accessibility Laws, subject to the terms of the Consent Decree.

1.56 "Target Installation Schedule" means a written schedule included as an exhibit to the Updated Transition Plan that identifies the target dates for the completion of the Upgrades of sidewalks, Pedestrian Ramps, and/or other pedestrian right-of-way and the program for ongoing Pedestrian Ramp inspection and Maintenance as set forth in Sections 3, 4 & 5, below. The Target Installation Schedule shall also identify priority locations for such work.

1.57 "Term" means the term of the Consent Decree, as set forth in Section 2 below.

1.58 "Transition Plan" means the transition plan the City prepared pursuant to 28 C.F.R. § 35.150(d)(2), dated July 9, 1992, to come into compliance with the ADA, and subsequently updated, on or about January 26, 1995, and in 2016.

1.59 "Updated Transition Plan" means the Transition Plan outlining the City's sidewalk and Pedestrian Ramp plan that the Consultant will complete, pursuant to the terms of Section 3 of the Consent Decree and 28 C.F.R. § 35.150(d)(2).

1.60 "Upgrade" or "Upgrades" means a repair, replacement, or other improvement to one or more elements of an existing sidewalk Pedestrian Ramp, or other pedestrian right-of-way, which will bring the sidewalk, Pedestrian Ramp or other pedestrian right-of-way into compliance with the Accessibility Laws.

1.61 "Website" means the publicly accessible website used by the City.

1.62 "WCAG" means version 2.0 levels A and AA of the "Web Content Accessibility Guidelines" published by the Web Accessibility Initiative (WAI) of the World Wide Web consortium (w3c), or any subsequent version(s) or technologies that are adopted during the Term.

2. Term of Consent Decree

2.1 Term. The Consent Decree shall become effective on the Effective Date. Upon the Consultant's completion of the Updated Transition Plan, as required in Section 3.1 below, the City shall tender the Updated Transition Plan to the Court, which shall determine the duration of the Consent Decree. The "Term" of the Consent Decree is defined as commencing upon the Effective Date and ending upon the date to be established by the Court. The Term may be extended by the occurrence of a Force Majeure Event upon notice to the Court.

2.2 Scope. The scope of the Consent Decree shall cover all of the work required to be completed as contained in the Updated Transition Plan, which, pursuant to Section 3.1 below, the City shall cause the Consultant to create within 18-months from the Effective Date. The additional work (not previously contained in the Updated Transition Plan), if any, that may be identified in any subsequent updates to the Updated Transition Plan shall be excluded from the scope of this Consent Decree. No subsequent updates to the Updated Transition Plan shall extend the Term of the Consent Decree without the Court's approval, and no work identified in the Updated Transition Plan shall be deferred beyond the Term without the Court's approval.

2.3 Disputes. If Class Counsel disputes that the construction or remediation required under this Consent Decree has been completed, this Consent Decree shall remain in effect pending the conclusion of any dispute resolution proceedings or action to enforce the Consent Decree.

3. Transition Plan Update

3.1 Creation of an Updated Transition Plan. Within 18-months from the date of the final approval of this Consent Decree, the City shall cause the Consultant to create an Updated Transition Plan incorporating the Consultant's assessment of the compliance of each sidewalk, crosswalk, Pedestrian Ramp and other pedestrian right-of-way with the Accessibility Laws, and

which will identify streets requiring sidewalk Installation and/or Upgrade; corners that need Pedestrian Ramp Installation or Upgrades, including the prioritization criteria or methodology of sidewalks and/or Pedestrian Ramp Installation or Upgrades at Standard Corners and Complex Corners; pedestrian right-of-way requiring Upgrades; and identification of all bus stops. Additionally, the Updated Transition Plan will identify the schedule and Upgrades of sidewalks, crosswalks, Pedestrian Ramps, and/or other pedestrian right-of-way and the program for ongoing Pedestrian Ramp inspection and Maintenance as set forth in Sections 5, 6 & 7, below. The City shall also cause the Consultant to complete the Target Installation Schedule. The Updated Transition Plan and Target Installation Schedule shall be submitted to the City Council for formal adoption. The Updated Transition Plan and the Target Installation Schedule will be shared with the public throughout the Term hereof via the Website. The Target Installation Schedule shall be updated quarterly throughout the Term hereof to show completion of work and adjustments, if any, of Target Installation dates.

3.2 Public Hearings and Public Input. The City will hold at least one (1) public hearing before formal approval of the Updated Transition Plan to seek input from community members. Additionally, the City will enable people who wish to provide input, but who cannot attend public hearings, to submit input through the City's 3-1-1 telephonic system and the Website and will provide instructions for how to do so through the Website.

3.3 Class Counsel Input. At least thirty (30) Days before approving the Updated Transition Plan, and Target Installation Schedule, the City will provide a copy for review and comment to Class Counsel. Class Counsel may provide feedback no later than twenty (20) Days from the day of receipt. The City will give good faith consideration to all comments provided by Class Counsel before finalizing the Updated Transition Plan.

3.4 Completion Date of Updated Transition Plan. The City will cause the Consultant to complete the Updated Transition Plan no later than three (3) months after the completion of the surveys contemplated in Section 4.1 below. In the event the preparation of the Updated Transition Plan is delayed due to the process of obtaining input from community members, Representative Plaintiffs, the Class Members or Class Counsel, the Consultant will have a reasonable extension of the deadline to complete the Updated Transition Plan, consistent with the length of the delay. Once completed, the Updated Transition Plan will remain publicly available and posted on the Website.

3.5 Subsequent Updates to the Updated Transition Plan. Throughout the Term, the City shall update the Updated Transition Plan every five (5) years, commencing on the fifth year after the completion of the Updated Transition Plan.

4. Surveys of the City's Sidewalks, Crosswalks and Pedestrian Ramps.

4.1 The Purpose and Scope of the Surveys. Subject to the Consultant's oversight and the completion of the training requirements in Section 5.3 below, through Qualified contractors managed by the City ("City managed contractors") or in-house crews employed by DOPW ("in-house crews"), the City shall conduct, or cause to be conducted, the Surveys across the City of 100% of the City's sidewalks, crosswalks and Pedestrian Ramps to identify: (a) each street that has or does not have a sidewalk; (b) whether the corners of such streets have or do not have Pedestrian Ramps; (c) whether there are crosswalks between corners and the roadway condition of the crosswalks; (d) whether the existing sidewalk meets the specific requirements of the applicable Accessibility Laws; and (e) the presence of Hazardous conditions, identifying the specific Hazards.

4.1.1 With respect to the sidewalks, the Survey data will measure the following five (5)

elements of those sidewalks' compliance with the Accessibility Laws: (i) beginning and end of the sidewalk; (ii) cross slope of the sidewalk; (iii) existence of panel vertical separation and measurements thereof; (iii) the general condition of sidewalk based upon ranking scale from 1 to 10; (iv) existence of obstructions; and (v) any other concerns that may be present. Those sidewalks that are not in compliance with the Accessibility Laws shall be included in the Updated Transition Plan.

4.1.2 With respect to the street corners that contain Pedestrian Ramps, if the corner Pedestrian Ramps are missing components or elements, the corner shall be marked as “non-compliant” and a detailed analysis of the elements is not required. At visually complaint (corner ramps that visually appear to be compliant without measurement) corner Pedestrian Ramps, the Survey data will measure the following thirteen (13) elements for compliance with the Accessibility Laws: (i) curb reveal; (ii) Pedestrian Ramp running slope; (iii) detectable warning surfaces; (iv) gutter slope; (v) landing dimensions (including width and length); (vi) landing cross slope; (vii) roadway grade; (viii) ramp width; (ix) flare slope; (x) ramp length; (xi) ramp cross slope; (xii) presence of ponding; and (xiii) presence of obstruction. Those Pedestrian Ramps and corners that are not in compliance with the Accessibility Laws shall be included in the Target Installation Schedule, prioritized as contemplated in Section 4.1.7 below. For purposes of the subsection, “ponding” means unwanted pooling of water at the base of a Pedestrian Ramp.

4.1.3 With respect to the crosswalks, Survey data will measure the following five (5) elements to those crosswalks to determine compliance with Accessibility Laws: (i) existence of markings; (ii) condition of markings; (iii) existence of yield or stop controls markings for approaching vehicular traffic; and (iv) slope. Those crosswalks that are not in compliance with the Accessibility Laws will be scheduled for Installation or Upgrade as part of the Consent Decree

and the Updated Transition Plan. This Survey will only look at pavement markings in crosswalks where markings are required by the then current version of the Manual on Uniform Traffic Control Devices (available at <https://mutcd.info/>) or other applicable law.

4.1.4 Survey Tool. The City and Consultant may utilize a survey tool for the Survey of the Pedestrian Ramps including but not limited to using mobile LiDAR technology, which utilizes laser technology to capture terrain information. Key points are placed on high-resolution imaging and correspond to various Pedestrian Ramp attributes that shall be measured for each Pedestrian Ramp. Each Pedestrian Ramp's dimensions and measurements are thereby extracted using a software calculator. The methods and tools used for the Survey of Pedestrian Ramps, sidewalks and crosswalks shall be standardized and clearly identified in the Updated Transition Plan.

4.1.5 Verification of Surveys' Results. With respect to those surveys that are not conducted directly by the Consultant, Consultant in the Updated Transition Plan shall be required to verify and confirm, or cause to be verified and confirmed, the completeness and thoroughness of the Surveys' results upon its completion. In the Updated Transition Plan Consultant shall confirm to Class Counsel that Consultant has reviewed the Surveys and confirms that 100% of the City's sidewalks, crosswalks and Pedestrian Ramps have been surveyed, the consistency of the methods and tools utilized, and the Surveys captured all the data required in Sections 4.1.1 – 4.1.3 above.

4.1.6 Timeline for Completing Surveys and Assessment. The City will cause the Consultant to complete the Survey data collection on measurements as described in Sections 4.1.1 – 4.1.3 by no later than twelve (12) months from the execution date of the contract between the Consultant and the City, which shall occur within five (5) Days after the Court's final approval hereof. The City and Consultant will concurrently assess this data to determine compliance with

the Accessibility Laws and will share with the Class Counsel all data gathered and their conclusions as to compliance with the Accessibility Laws as it becomes available and, in total, by no later than 30 Days after completion of all surveys and assessments.

4.1.7 Prioritization Criteria for Installation and Upgrades of Sidewalks, Crosswalks and Pedestrian Ramps. Prioritization shall first be given to all sidewalks, crosswalks and Pedestrian Ramps and obstructions identified in Schedule 4.1.7 hereto, which work shall commence in calendar year 2022. Thereafter, priority shall be given to sidewalks, crosswalks and Pedestrian Ramps: (i) identified as Hazardous in the Surveys; (ii) within a 1 mile radius adjacent to where all Representative Plaintiffs reside; (iii) sidewalks, crosswalks and Pedestrian Ramps from parking areas and bus stops servicing the following residential facilities to those facilities, and all sidewalks, crosswalks and Pedestrian Ramps within a 0.5 mile radius adjacent to Court Place Apartments, 230 Court Street; Willow Oaks Apartments, 1225 Florence Avenue; Brookmeadows, 2315 Broadway; UAW Senior Citizens Center, 44 S. Broadway; Valle Vista Apartments, 1410 Valle Vista Blvd.; Prairie View Villas, 3246 Vandever Avenue; and Sunset Hills, 1825 Vienna Court; (iii) servicing key locations for people with disabilities, such as emergency shelters, hospitals, clinics, and schools; (iv) servicing transit facilities; and (v) servicing public facilities and other places of interest/recreation (*e.g.*, senior services, government sites, child and youth services, libraries and cultural institutions).

4.1.9 Prioritization Criteria Results. Upon completion of the Surveys referenced in Sections 4.1.1 – 4.1.3, as part of the Updated Transition Plan, the City and Consultant will develop a prioritization schedule of the required Installation and Upgrades, utilizing the priority criteria in Section 4.1.7. The prioritization schedule shall also identify the estimated cost for such Installations and Upgrades and identify possible sources of funding for such Installations and

Upgrades.

5. Remediation of Hazardous Conditions; Installation and Upgrade of Sidewalks, Crosswalks and Pedestrian Ramps Schedule; Use of Contractors or In-house Crews; Training of In-house Crews; Annual Monetary Commitment; Schedule and Completion Date Adjustments

5.1 Remediation of Hazardous Conditions. The City shall cause to remove or have removed barriers that are not fixed to a sidewalk or path of travel (*e.g.*, planters, newspaper stands, vehicles, etc.) as soon as practicable but no later than forty-five (45) Days upon detection. A temporary repair of all other Hazardous conditions that the Consultant deems feasible, shall be made as soon as practicable and commence even before the development of the Updated Transition Plan. Temporary and other repairs shall be performed in a manner that is consistent with the FHWA Guide for Maintaining Pedestrian Facilities for Enhanced Safety.

5.2 Schedule for the Upgrade and Installation of Sidewalks, Crosswalks and Pedestrian Ramps during the Term of the Consent Decree.

5.2.1 Consultant and the City shall prepare a written schedule with projected timelines to complete the Installation, repair or Upgrade of sidewalks, crosswalks and Pedestrian Ramps that are identified through the Surveys requiring an Installation or an Upgrade to achieve compliance with the Accessibility Laws. This will include: (i) Installations or Upgrades to sidewalks; (ii) Installations or Upgrades of crosswalks; (iii) Installations or Upgrades of Pedestrian Ramps at Standard Corners; and (iv) Installation or Upgrades of Pedestrian Ramps at Complex Corners.

5.2.2 The schedule shall also include the estimated costs and the possible sources of funding for the Installations and Upgrades.

5.2.3 Each of the timelines will be subject to an annual schedule (per Fiscal Year

May 1 to April 30) that will be reported publicly on the Website (and/or a subsequent website maintained by the City).

5.2.4 For all of the Installations and Upgrades required, the City will continue to look to innovations in the industry and will make best efforts to use such innovations to complete Installations and Upgrades of sidewalks, crosswalks and Pedestrian Ramps at earlier interim and final dates than those set forth herein. The sidewalks, crosswalks and Pedestrian Ramps will be remediated through any of the means the City and Consultant may determine provided those means are consistent with PROWAG guidelines, and, upon completion such Installations, repairs and Upgrades comply with all applicable Accessibility Laws.

5.2.5 The schedule will be included in the Target Installation Schedule which will be maintained in addition to the Updated Transition Plan as contemplated in Section 3.1 above.

5.3 Use of Contractors or In-house Crews. Subject to the training requirements in Section 5.4 below, the City will install, repair or Upgrade all sidewalks, crosswalks and Pedestrian Ramps at Standard Corners and Complex Corners that are not in compliance with the Accessibility Laws through the use of Qualified City-managed contractors and/or in-house crews. The City will use best efforts to complete such Installations and Upgrades by the dates specified in the Target Installation Schedule. All work of the City-managed contractors or in-house crews shall be subject to oversight by the Consultant as set forth herein.

5.4 Training, or Verification of Training, of the City-Managed Contractors and In-house Crews. As a condition precedent to all Surveys, Installations or Upgrade work commencing, if such work shall be performed by City-managed contractors and in-house crews, all personnel responsible for managing or supervising the performance of the work shall receive

or have completed ADA/PROWAG training from the Illinois Department of Transportation Technology Transfer Center, <https://idot.illinois.gov/transportation-system/local-transportation-partners/county-engineers-and-local-public-agencies/technology-transfer-center/index>, or the Great Lakes ADA Center, <https://www.adagreatlakes.org/#>. The City or the Consultant shall ensure that personnel conducting the Surveys have received adequate training on the use of the survey instrument.

5.5 Consultant's Random Inspections. The Consultant shall be required throughout the Term of the Consent Decree to inspect completed remediations, Installations or Upgrade work (collectively "Work") as set forth below. In those years when random inspections are required, as set forth below, Consultant, solely and exclusively, shall determine which of the Work to randomly inspect. Inspections shall occur in July and October, plus or minus thirty (30) Days, of each 12-month period of the Term. If Consultant finds any of the completed Work is not in compliance with the applicable Accessibility Laws, the City shall be required to correct the Work pursuant to the Consultant's specific instructions. The Consultant shall assure the correction work has been completed and done so correctly.

5.5.1 During the first 12-month period from the effective date of the Updated Transition Plan, Consultant shall inspect one hundred percent (100%) all Work completed. Consultant may require City-managed contractors and in-house crews to receive additional training in the performance of the Work if it deems necessary.

5.5.2 During the second 12-month period from the effective date of the Updated Transition Plan, Consultant shall inspect eighty percent (80%) of all Work completed during that time period. If Consultant finds that five percent (5%) of that Work inspected is not in compliance with the applicable Accessibility Laws, the Consultant shall inspect the remaining twenty percent

(20%) of all Work completed during the quarter.

5.5.3 During the third 12-month period from the effective date of the Updated Transition Plan Consultant shall randomly inspect sixty percent (60%) of all Work completed during that time period. If Consultant finds that three percent (3%) of the Work inspected in that quarter is not in compliance with the applicable Accessibility Laws, the Consultant shall inspect an additional twenty percent (20%) of the Work completed during that time period. If the Consultant finds again that three percent (3%) of the additional Work inspected is not in compliance with the applicable Accessibility Laws, Consultant shall inspect the remaining twenty percent (20%) of the Work completed during that time period.

5.5.4 During the fourth 12-month period from the effective date of the Updated Transition Plan Consultant shall randomly inspect forty percent (40%) of all Work completed during that time period. If Consultant finds that three percent (3%) of the Work inspected in that quarter is not in compliance with the applicable Accessibility Laws, the Consultant shall inspect an additional forty percent (40%) of the Work completed during that time period. If the Consultant finds again that three percent (3%) of the additional Work inspected is not in compliance with the applicable Accessibility Laws, Consultant shall inspect the remaining twenty percent (20%) of the Work completed during that time period.

5.5.5 Thereafter, in July and October, plus or minus thirty (30) Days of each of the remaining 12-month periods of the Term of the Consent Decree, Consultant shall randomly inspect ten percent (10%) of all Work completed during that time period. If Consultant finds that two percent (2%) of the Work inspected in that time period is not in compliance with the applicable Accessibility Laws, the Consultant shall inspect an additional ten percent (10%) of the Work completed during that time period. If the Consultant finds again that two percent (2%) of

the additional Work inspected is not in compliance with the applicable Accessibility Laws, the inspections shall continue in the percentages contained in this subsection.

5.6 Reporting and Disputes. Consultant shall provide Class Counsel with a written summary of its inspections promptly upon completion. Any disputes between the parties relating to the inspections shall be attempted to be resolved between the parties pursuant to the meet and confer provisions of the Conflict Resolution provisions in Section 15 hereof. If no resolution is reached, either party may submit this dispute to the Court for resolution pursuant to Section 15 below.

5.6 Annual Monetary Commitment; Schedule and Completion Date Adjustments.

5.6.1 Beginning on the Effective Date (as defined in Section 17 below), the City shall appropriate or procure a minimum of \$250,000 each fiscal year (“Annual Monetary Commitment”), and an additional \$1.5 million during the three fiscal years but by the end of the third fiscal year following the Effective Date, for use exclusively toward the construction and the remediation required of the sidewalks, crosswalks and Pedestrian Ramps and all work related thereto required under this Consent Decree. The Annual Monetary Commitment is the minimum amount the City is obligated to appropriate on an annual basis for the construction of sidewalks, crosswalks and Pedestrian Ramps, including those constructed in connection with the construction and alterations of streets, roadways and highways, remediation of existing sidewalks, crosswalks and Pedestrian Ramps. If the Effective Date occurs midyear, the Annual Monetary Commitment for the first year of the Term hereof may be prorated based on the number of days remaining in that year. If in any fiscal year, the City is unable to appropriate the Annual Monetary Commitment due to the financial condition of the City, the City shall provide notice to Class Counsel, identifying the amounts of appropriations it can make for that fiscal year and the

Parties shall meet and confer to agree on how to utilize the reduced Annual Monetary Commitment for that fiscal year.

5.6.2 The schedule for the Installation or Upgrades of sidewalks, crosswalks and Pedestrian Ramps shall be completed in compliance with the Target Installation Schedule. If the Parties cannot agree to adjusted completion date(s), either Party may seek to adjust the schedule and completion dates through the Conflict Resolution Process described in Section 15.

5.7 Applicable Accessibility Laws. To the extent that any of the Accessibility Laws have conflicting technical specifications for the design and construction of sidewalks, crosswalks or Pedestrian Ramps, compliance will be measured, and Installations or Upgrades, and ongoing Maintenance as required by this Consent Decree, will be performed, in accordance with the technical specifications as required by the Federal Highway Administration. For detectable warning surfaces, the City will follow PROWAG guidelines.

5.8 Substantial Completion. The City will not be deemed to be in breach of its obligations to install or Upgrade any of the sidewalks, crosswalks and Pedestrian Ramps as and when required in the Target Installation Schedule if it (i) does not fall short of those obligations by more than five percent (5%) in any Fiscal Year, and (ii) cures any such shortfall within the two Fiscal Years immediately following the Fiscal Year in which the shortfall occurred.

5.9 City Compliance with Funding Source Requirements. Nothing in this Consent Decree shall preclude the City from participating in and accepting funding from governmental programs, such as the United States Department of Housing and Urban Development's Community Development Block Grant Program that requires a construction of sidewalks and curb ramps at specific locations within the City.

6. City's Covenants – Installation, Maintenance of Sidewalks, Crosswalks and Pedestrian Ramps

6.1 New Construction and Alterations. Throughout the Term hereof, the City shall ensure that all new sidewalks, crosswalks and Pedestrian Ramps that are newly constructed on or after the Effective Date comply with the requirements of all Accessibility Laws and the 2013 DOJ/DOT Alteration Guidance.

6.2 Accessible Temporary Routes. Throughout the Term hereof, whenever the City newly constructs or alters sidewalks, crosswalks or Pedestrian Ramps or adjacent construction projects obstruct currently existing paths, the City shall ensure that accessible temporary routes are provided through and around such construction and appropriate signage directing persons with Mobility Disabilities to such accessible temporary routes.

6.3 Maintaining Sidewalks, Crosswalks and Pedestrian Ramps; Inspection. The City covenants to the Class Members that it will maintain its sidewalks, crosswalks and Pedestrian Ramps as required by the Accessibility Laws, both during and after the Term so that Class Members will be able to access them safely and independently. The Maintenance will be performed on an ongoing, indefinite, and regular basis as required by the Accessibility Laws. The City will inspect for the existence of those elements set forth in Section 4.1.1 above. Snow and Ice removal will be completed based on City Code 5-4-2-1-7, which the City covenants to enforce.

6.4 Detectable Warnings. The City covenants to the Class Members that it will install or Upgrade detectable warning surfaces, both during the Term in accordance with the timeline set forth in the Updated Transition Plan, and after the Term, where they are missing, cracked or otherwise needed, due to vertical discontinuities, etc., each time it installs or Upgrades Pedestrian Ramps pursuant to the Consent Decree. The detectable warning surfaces will comply with the requirements of the Accessibility Laws, including, without limitation, PROWAG.

6.5 Inspection; Installation or Upgrade upon Resurfacing, Alteration or New Construction. The City covenants to the Class Members that it will routinely inspect sidewalks, crosswalks and Pedestrian Ramps where required and at all corners adjacent to planned Resurfacing, and within the scope of any Alteration or New Construction as defined by the FHWA. The City will install or Upgrade sidewalks, crosswalks and/or Pedestrian Ramps where required whenever it undertakes Resurfacing, an Alteration or a New Construction, including but not limited to, a street or infrastructure reconstruction project in compliance with the Accessibility Laws. Nothing herein shall prevent the City from addressing accessibility at any location using equivalent facilitation, if available and appropriate and as provided in the Accessibility Laws, or from providing a temporary accessible solution as appropriate and compliant with the Accessibility Laws.

6.6 Private Developers. The City covenants to the Class Members that it will:

6.6.1 Require private developers and private utility companies to install or Upgrade sidewalks, crosswalks, Pedestrian Ramps, and detectable warning surfaces, as and where required by the applicable Accessibility Laws, as part of the private developers' and private utility companies' construction projects and require the review all such private developers' and private utility companies' design and construction plans to determine compliance with applicable Accessibility Laws.

6.6.2 Upon receipt of any Complaint made by an individual member of the public concerning accessibility barriers to sidewalks, crosswalks and/or Pedestrian Ramps caused by private developers, private utility companies or other third parties, the City will communicate in writing with the developer, utility company or other third party to demand removal of the barrier.

6.6.3 Ensure that the Standard Design Drawings for sidewalks, crosswalks and accessible Pedestrian Ramp design and construction comply with the Accessibility Laws in effect at the time the work is performed. The City will make available the links to Standard Design Drawings on the Website.

6.7 Response to Complaints. The City will install or Upgrade sidewalks, crosswalks and/or Pedestrian Ramps where required in connection with Complaints under the sidewalk, crosswalk and Pedestrian Ramp Complaint program, as described in Section 7 below.

7. Sidewalk, Crosswalk and Pedestrian Ramp Complaint Program

7.1 Scope and Procedure. The City will maintain a procedure for persons with mobility disabilities, persons who are Blind or with visual impairments or their representatives. to request Installation or Upgrade of a sidewalk, crosswalk and/or Pedestrian Ramp during and after the Term and to prioritize its response to those complaints. The City will record and track all such requests and semiannually (by July 15 and January 15) during the Term hereof provide Class Counsel with copies of such requests. For tracking purposes, a Complaint shall not include (i) a request which is duplicative of another Complaint concerning the same corner, and (ii) a request which does not contain a valid or identifiable address or location. If a Complaint concerns a sidewalk or crosswalk at more than one location and/or Pedestrian Ramps at more than one corner, each location or corner complained of will be recorded as a separate Complaint. All Complaints will be addressed as set forth in this Section 7.

7.2 Submission of Complaints.

7.2.1 Requests for Installation or Upgrades of sidewalks, crosswalks and/or Pedestrian Ramps may be made in person, via phone call to the City's 3-1-1 system, by submission of an online form, email or letter. The City will offer Complaint forms in electronic formats that are

accessible to people with disabilities and will provide such forms on the Website.

7.2.2 Complaints for Installation or Upgrades of sidewalks, crosswalks and/or Pedestrian Ramps received by Class Counsel during the Term shall be communicated to the City's Engineering Department.

7.3 Timing of Response to a Complaint.

7.3.1 The City will acknowledge receipt of each Complaint within fifteen (15) business Days of receiving it and provide an estimated temporary repair date, where possible.

7.3.2 If the Complaint identifies a sidewalk, Pedestrian Ramp or crosswalk not already identified in the Surveys or in the Updated Transition Plan, the City will investigate the complained issue as soon as practicable and assess its repair or upgrade priority. If upon investigation the City find a Hazardous condition, the City will provide temporary repairs, as appropriate and compliant with the Accessibility Laws, as soon as practicable, until permanent repairs can be completed.

8. Equivalent Facilitation

For any Installations and Upgrades the City may use alternative designs, such as raised crosswalks, provided such alternative designs result in substantially equivalent or greater accessibility and usability, as provided in the Accessibility Laws.

9. Policies & Procedures; Training

9.1 Policies & Procedures. Within 30 Days from the execution date hereof, the City shall provide Class Counsel with a copy of all of its policies and procedures relating to its compliance with Accessibility Laws; accessibility Complaint Procedures; training with respect to Accessibility Laws and Complaint Procedures; and policies and procedures applicable to its ADA/504 Coordinator. Class Counsel shall have 30 Days from their receipt of such policies and

procedures to tender comments and/or revisions to the City. City shall, in good faith, consider those comments for incorporation into revisions of same.

9.2 Training: Existing Staff & New Hires. During the Term of the Consent Decree, City shall provide training on the requirement of this Consent Decree as part of its new hire orientation to employees whose tasks are expected to include inspection, maintenance, repair or construction of the City's sidewalks, crosswalks and Pedestrian Ramps. All new hires with supervisory responsibility for the foregoing shall also receive ADA PROWAG training from the Illinois Department of Transportation Technology Transfer Center or the Great Lakes ADA Center, per Section 5.3 above.

9.3 Training: ADA/504 Coordinator. Within 30 Days from the execution date hereof, City shall provide Class Counsel with a copy of its ADA/504 Coordinator training materials. Class Counsel shall have 30 Days from the date of its receipt of such materials to review same and provide comments and suggested revisions the same within 30 Days of its receipt. City covenants to consider, in good faith, Class Counsel's comments and suggested revisions to same. If the City's ADA/504 Coordinator has not completed an ADA coordinator training program, City shall require that person to attend and complete the ADA Coordinator Training Certificate Program provided by the University Missouri - College of Human Environmental Sciences, School of Architecture Studies and the Great Plains ADA Center, *see*, www.adacoordinator.org; or the Great Lakes ADA Center, *see* <https://www.adagreatlakes.org/#>. When providing Class Counsel with its training materials as required in this subsection, City shall provide Class Counsel with the identity and contact information for its ADA/504 Coordinator and shall promptly inform Class Counsel of any changes of its ADA/54 Coordinator during the Term hereof.

10. Reporting of Progress

10.1 Maintain Detailed Record. The City will maintain a detailed record of all sidewalks,

crosswalk and Pedestrian Ramp Installations, or Upgrades requested, planned, scheduled, performed, and completed under this Consent Decree.

10.2 Reports to Class Counsel. On a semi-annual basis throughout the Term, the City will provide Class Counsel with non-privileged documents and data concerning Installations and Upgrades of sidewalks, crosswalks, and Pedestrian Ramps, including, but not limited to, information related to temporary and permanent repairs in connection with Complaints, as referenced in Section 7 of this Consent Decree.

10.3 Reports to the Court. On an annual basis, commencing on the 12-month anniversary of the completion of the Updated Transition Plan and continuing every 12-months thereafter throughout the Term, the City shall file an annual report with the Court detailing its compliance with the Updated Transition Plan.

10.4 Reports to the Public. On a semi-annual basis throughout the Term, the City will post on the Website a report of progress under the Consent Decree. On an annual basis throughout the Term, the City will post on the Website an end-of-year report. The information to be contained in the semi-annual reports required under this Section include: (i) identification of the work scheduled for completion during the six months of the reporting period; (ii) the schedule of work to be completed during the six months of the reporting period; (iii) identification of the work completed during the six months of the reporting period; and (iv) identification of who performed the work identified in the report. The information contained in the annual reports required under this Section include: (i) identification of the work scheduled for completion during the 12 month reporting period; (ii) identification of the work completed during the 12 month reporting period; (iii) identification of who completed such work; and (iv) the cost of the work completed.

11. Monitoring Compliance

Throughout the Term of the Consent Decree, the City shall notify Representative Plaintiffs and Class Counsel on any changes to the remediation schedule, any changes to the City's drawings and/or designs regarding the Public Rights-of-Way and provide Representative Plaintiffs and Class Counsel with such updated drawings and/or designs. Representative Plaintiffs and Class Counsel may also communicate directly with the Consultant to inquire as to the status and progress being made, and inspect work being done in the City to remediate the Public Rights-of-Way and to monitor compliance with the Consent Decree. The City will also make its survey database and sidewalk and Pedestrian Ramp construction database available to Representative Plaintiffs and Class Counsel for their review upon request. Notwithstanding the foregoing, any review by Representative Plaintiffs and/or Class Counsel shall be undertaken in a manner to assure that it will not unreasonably interfere with the City's operations.

12. Compensation to Representative Plaintiffs, Declarants and Class Members

12.1 Representative Plaintiffs. Subject to the approval of the Court, City agrees to pay to each of the Representative Plaintiffs \$10,000 as compensatory damages, an incentive award and as consideration for the release of their claims. Class Counsel shall provide City with completed W-9s for each of the Representative Plaintiffs. Payment of that amount shall be made within thirty (30) Days after the Effective Date of this Consent Decree.

12.2 Declarants. Subject to the approval of the Court, City agrees to pay to the 35 Declarants, \$800 each, in total, \$28,000, as compensatory damages, an incentive award and as consideration for the release of their claims. Class Counsel shall provide City with completed W-9s for each of the Representative Plaintiffs. Payment of that amount shall be made within thirty (30) Days after the Effective Date of this Consent Decree.

12.3 Class Members. Subject to the approval of the Court, City agrees to pay the Class Members who have not opted out and have tendered all documents and information to submit a claim as required by the Settlement Administrator, a total of \$22,000 as compensatory damages (the "Settlement Fund"). The Settlement Fund shall be allocated and distributed to Class Members, pro rata, but not more than \$88.00 each. City shall, within thirty (30) Days after the Effective Date of this Consent Decree, deposit the Settlement Fund amount into an account controlled by the Settlement Administrator for the Settlement Administrator to administer. Settlement Administrator shall be responsible for providing City with completed W-9s for each of the Class Members submitting a claim.

12.4 If there are amounts of the Settlement Fund that are unclaimed after the lapse of all applicable deadlines set forth herein, subject to the Court's approval, the Settlement Administrator shall distribute the remaining Settlement Funds back to the City for immediate use for sidewalk remediation, which amount shall be in addition to the Annual Monetary Commitment.

13. Settlement Administrator and Settlement Notice to Class Members.

13.1 Settlement Administrator. The Settlement Administrator shall be responsible for disseminating the Class Notice, substantially is attached hereto as Exhibit B; responding to requests to opt out of the Class; distributing the settlement awards, managing Class Members' data, providing a call center support and to perform such other responsibilities set forth in this Consent Decree. The City shall pay the Settlement Administrator an estimated amount of \$29,195.00 to perform all responsibilities set forth in this Consent Decree.

13.2 Requests for Exclusion from the Settlement. Any Class Member may opt out of the Class by submitting a written Request for Exclusion with the Settlement Administrator at the

address set out in the Class Notice. To be timely, a Request for Exclusion must be postmarked no later than 90 Days after the Class Notice is issued/class notice is mailed. Requests for Exclusion must state the Class Member's full name, address, and telephone number; a statement that the Class Member wishes to be excluded from the settlement; and the case name and case number. Every Class Member who does not timely and properly submit a Request for Exclusion from the Class shall be bound by all proceedings, orders, and judgments in the Class Action. All Class Members agree that the satisfaction of all the Released Claims against the Defendants, as well as entry of the Final Approval Order, shall be binding upon all Class Members.

13.3 Objections to the Settlement. Any Class Member, who has not requested exclusion, may object to the proposed Consent Decree by submitting a written statement. Objections shall be made directly to Class Counsel by U.S. postal mail to the following: Robbins DiMonte, Ltd., 180 N. LaSalle, Suite 3300, Chicago, IL 60601. To be timely, all written objections must be received electronically or postmarked no later than 90 Days after Class Notice is issued. A written objection must state the objecting Class Member's full name, address, and telephone number, and that of his or her counsel, if any; the grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; proof of membership in the Class; a statement as to whether the Class Member intends to appear at the final fairness hearing, either individually or through his counsel; the Class Member's signature; and the case name and case number: *Berardi, et al. v. City of Pekin, et al.*, Case No. 1:17-cv-01437–JBM–JEH. Any Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object and

shall be bound by all the terms of this Consent Decree and by all proceedings, orders, and judgments in the Class Action.

14. Class Counsels' Fees and Expenses

14.1 Attorneys' Fees and Expenses through the Final Approval of the Settlement. Concurrent with its submission of their motion in support of the Final Order and Judgment, Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of expenses incurred in connection with the Lawsuit (the "Fee Application"). City agrees that Class Counsel is entitled to its reasonable fees in the amount of \$693,000.65 and costs, \$44,043.52, incurred in the prosecution of the Lawsuit to date, and will not contest any particular amount sought under the Fee Application, provided that the Fee Application does not seek more than \$693,000.65 for attorneys' fees and does not seek more than \$44,043.52, for expenses for work performed prior through the Final Approval of the Settlement.

14.2 No Additional Fee Petitions. Neither the Representative Plaintiffs nor Class Counsel shall make any other application for an award of fees and expenses in connection with the Lawsuit for fees and costs incurred prior to the entry of the Final Approval Order and Judgment. Final resolution by the District Court of the Fee Application shall not be a precondition to the Settlement or the dismissal of the Lawsuit in accordance with the Settlement, and the Fee Application may be considered separately from the proposed Settlement. Any failure by the District Court to approve the Fee Application, in whole or in part, shall have no impact on the effectiveness of the Settlement. Class Counsel acknowledges its legal obligation to refund to City any payments made under this Consent Decree pursuant to a court order that is ultimately reversed following any permitted appeal of such order.

14.3 Attorneys' Fees for Work Performed after the Effective Date. The City shall not be responsible for compensating Class Counsel for any work performed after the Effective Date.

14.4 Plaintiffs are Prevailing Parties. The City agrees that, conditioned upon the District Court granting Final Approval of this Consent Decree, and the Judgment becoming Final, Plaintiffs are prevailing parties in the above-captioned actions for purposes of awarding reasonable attorneys' fees, expenses, and costs.

14.5 Timing of the Payment of Attorneys' Fees. The Parties acknowledge and agree that City shall pay any fees and expenses awarded by the District Court to Class Counsel in connection with the Fee Application within thirty (30) Days after the latter of (i) the Effective Date of this Consent Decree, or (ii) if an appeal of attorneys' fees and costs awarded is filed, the first business day after the appellate process is complete and no further appeals are available or permitted under applicable law. Class Counsel shall send to City's counsel their respective W-9 forms and wire transfer information within five (5) business days after this Consent Decree is executed.

15. Conflict Resolution Process.

All Conflicts regarding the implementation, interpretation, monitoring, compliance and modification of this Consent Decree shall be resolved as follows:

15.1. Notice of Deficiency. If Class Counsel believes the City has failed to comply with any of this Consent Decree's terms, Class Counsel shall provide the City in writing a notice of deficiency and describe the alleged violation or failure to perform. The City shall provide a written response within thirty (30) business days of receipt of Class Counsel's notice. The City shall have a period of ninety (90) Days from the receipt of Class Counsel's notice to cure the alleged violation or failure to perform or other deficiency.

15.2 Meet and Confer Obligation. If a response to the notice of deficiency fails to resolve the alleged deficiency, Class Counsel and City Counsel shall meet and confer, in person, via videoconference or by telephone, and attempt to resolve the notice of deficiency for a period of at least thirty (30) Days from receipt of the response. The Parties may jointly waive the meet-and-confer obligation if they believe it would not be productive to resolving the deficiency in question.

15.3 Resolution by the District Court. If the Parties are unable to resolve a notice of deficiency through the processes described in this Section, either Party may make a motion to the District Court to enforce or seek relief from a provision of this Consent Decree, in order to resolve the dispute. Nothing in this section shall be construed to limit the Court's discretion to award reasonable attorneys' fees and costs incurred to the prevailing party.

16. Replacement of Consultant.

16.1 Replacement for Cause Only. TWM, Inc. ("TWM"), shall only be replaced for "Cause." As used herein, "Cause" shall mean: (i) the voluntary termination by TWM of its contract with the City to perform its obligations hereunder, which termination shall occur upon the lapse of a sixty (60) Day advance written notice of its intent to terminate; (ii) a breach of its obligations hereunder which is not cured within thirty (30) Days of its receipt of a written notice of the occurrence of a breach; (iii) the dissolution of TWM, or its failure to continue as a going concern; (iv) the loss by TWM of any of its applicable licenses and certifications required by the State of Illinois to perform its obligations hereunder; or (v) the voluntary or involuntary bankruptcy of TWM, or an assignment of all or substantially all of its assets for the benefit of its creditors. If the City or Class Counsel disputes the basis for the termination of TWM to serve as the Consultant hereunder, the dispute shall be resolved pursuant to the Conflict Resolution provisions in Section

15 above. TWM shall be required to provide prompt written notice to Class Counsel and the City upon the occurrence of any of the foregoing conditions for termination.

16.2 Selection of TWM's Replacement. The Parties shall meet and confer to discuss the replacement of TWM, and its replacement shall be as mutually agreed-upon by the City and Class Counsel, selected from a pool of qualified Illinois-licensed engineering firms that are responsive to a request for proposal ("RFP") to serve as the Consultant hereunder. The City shall promptly cause to be issued an RFP upon its receipt of TWM's written notice of the occurrence of a termination event. Any dispute between the City and Class Counsel on the selection of a replacement Consultant may be submitted to the Court for resolution.

16.3 Extension of the Term of the Consent Decree. If any of the work required under this Consent Decree or the Updated Transition Plan will be materially delayed as a result of the termination of TWM as the Consultant or the selection of the replacement Consultant, the Term of the Consent Decree may be extended by the mutual agreement of the Parties, and in the absence of a mutual agreement, by the Court.

17. Court Approval and Effective Date

17.1 Submission of the Consent Decree to the Court for Approval. This Consent Decree shall be subject to approval by the Court. However, nothing in this Consent Decree will be deemed to authorize the Court to change or modify any of its terms. Any change, modification or rejection of any of the provisions of this Consent Decree by the Court or any other court will constitute a material modification of this Consent Decree, will prevent the Judgment from becoming final, and will give any Party the right to terminate this Consent Decree in its entirety.

17.2 Preliminary Approval. As soon as practicable after execution of this Consent Decree, Class Counsel shall submit to the Court this Consent Decree, together with its exhibits

(the notice to the class and claim form, Exhibits A and B hereto); and the Parties shall jointly move the Court for preliminary approval of this Consent Decree and Notice Plan (in the form attached as Exhibit C hereto). Along with their joint motion for preliminary approval, the Parties shall submit the proposed Preliminary Approval Order attached to this Consent Decree as Exhibit D (the “Preliminary Approval Order”).

17.3 Effective Date. The Effective Date of this Consent Decree shall be the date when all of the following have occurred: (i) entry of the Preliminary Approval Order; (ii) approval by the Court of the Settlement, following notice to the Class and a hearing, as prescribed the Rule 23 of the Federal Rules of Civil Procedure; and (iii) judgment has been entered by the Court and become final.

17.4 Fairness Hearing. At the fairness hearing, the Parties will jointly move for entry of the Judgment (substantially the form as attached to this Consent Decree as Exhibit E) providing for: (i) final approval of this Consent Decree as fair, adequate and reasonable; (ii) final certification of the Class; (iii) final approval of the former method of notice of the Judgment to the Class; (iv) final approval of the appointment of the Representative Plaintiffs as representatives of the Class; (v) final approval of the release of the City and the Defendants from the Release Claims, defined in Section 19 below; (vi) final approval of an order that the Class Members will be enjoined and barred from asserting any of the Release Claims against the City or any of the other Defendants following entry of Judgment and up to and including the completion of the Term; (vii) the Parties and all members to be bound by the Judgment; and (viii) the Court’s retention of jurisdiction over the Parties to enforce the terms of the Judgment throughout the Term of this Consent Decree.

17.5 Objections & Opt-Out Rights. Members of the Class will have the opportunity to object to the proposed Consent Decree and may opt-out. The Parties will request that the Court

order the following procedures for assertion of objections, if any, to the Consent Decree:

17.5.1 Any Class Member may object to this Consent Decree by filing, within ninety (90) Days from the commencement of the issuance of the Notice to the Class, written objections to the Class Counsel.

17.5.2 With respect to any and all objections to this Consent Decree received by the Class Counsel, Class Counsel will provide a copy of each objection to the Defendants' counsel within two (2) Days after receipt of such objection.

17.5.3 Responses by Class Counsel to any timely filed objections may be filed with the Court no less than five (5) Days before the fairness hearing or as otherwise ordered by the Court.

17.6 Best Efforts. The Parties will take all procedural steps regarding the fairness hearing that may be requested by the Court and will otherwise use their respective best efforts to consummate the settlement embodied in this Consent Decree, and to obtain approval of this Consent Decree and entry of the Judgment.

17.7 Dismissal of the Lawsuit. The Parties agree that, upon final approval, the Court will enter the Judgment under Rule 54(b) of the Federal Rules of Civil Procedure (substantially the form attached to this Consent Decree as Exhibit G) dismissing the Lawsuit with prejudice, subject to the Court retaining jurisdiction to resolve any Dispute regarding compliance with this Consent Decree that cannot be resolved through the Dispute Resolution Process set forth herein.

17.8 Bar to Asserting Absence of Jurisdiction. Neither the City nor any of the Defendants, after the Judgment has become final, shall assert that the Court lacks jurisdiction to enforce the terms of this Consent Decree, or raise any jurisdictional defense to any enforcement proceedings permitted under the terms of this Consent Decree.

17.9 Failure by the Court to Enter the Judgment or Provide Final Approval. Should the

Court deny the Parties' request to enter the Judgment, should this Consent Decree not receive final approval by the Court for any reason, or should this Consent Decree not become final for any reason in accordance with the terms: (i) this Consent Decree will be null and void and of no force and effect; (ii) nothing in this Consent Decree will be deemed to prejudice the position of any of the Parties with respect to any matter; and (iii) neither the existence of this Consent Decree, nor its contents, will be admissible in evidence, referred to for any purpose in any litigation or proceeding, or be deemed an admission by the City of any fault, wrongdoing or liability.

17.10 Binding Agreement. This Consent Decree upon final approval, will be binding upon the City, the other Defendants, the Representative Plaintiffs, the Declarants, all Class Members and, to the extent specifically set forth in this Consent Decree, upon Class Counsel; will extinguish all Release Claims; and will constitute the final and complete resolution of all issues addressed here in. This Consent Decree is the complete and final disposition and settlement of any and all Released Claims.

18. No Admission of Wrongdoing.

This Consent Decree shall not be construed or deemed to be evidence of an admission or concession on the part of any Defendant with respect to any claim, fault, liability, wrongdoing, or damage whatsoever. The Defendants expressly deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action, and the Defendants continue to believe the claims asserted against them in the Class Action are without merit. Notwithstanding these denials, the Defendants have concluded that continuing to litigate the Class Action would be protracted and expensive and that, in light of its cost, risk, and uncertainty, it is desirable that the Class Action be fully and finally released as set forth in this Consent Decree.

19. Releases.

Upon the Effective Date, as defined in Section 17, the Class Representatives and all members of the Class who do not timely elect to opt out of the Settlement, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release the Defendants and its and their respective affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its and their behalf from any and all causes of action, claims, rights, damages, punitive, or statutory damages, penalties, liabilities, expenses and losses, and issues, that any of the Plaintiffs have or could have made against the Defendants in the Class Action, under any claims under federal, state, or local law, rule, or regulation. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly assume the risk, they freely and voluntarily give the release as set forth above.

20. Privacy of Documents and Information.

The Parties and their Counsel agree that they shall not use any of the documents and information Defendants provided to them during the course of this litigation for any purpose other than prosecution of this Class Action and in furtherance of their respective obligations hereunder.

21. Limitation on Public Statements About Settlement.

The Parties agree that both before and after Preliminary Approval of the Settlement, they shall not publish, issue, or cause to be issued any statement or press release including in print, electronic, on the internet, or other outlets concerning the Settlement without the prior written review and approval of all other Parties, which approval shall not be unreasonably withheld or delayed.

22. Confidentiality.

The terms of this settlement shall remain confidential until approved by the City Council.

23. Termination.

This Consent Decree is entered into only for purposes of settlement. If the Court fails to finally approve the Consent Decree (or any part thereof) or the Final Order or Judgment is not entered into for any reason, the Consent Decree will be null and void and the Parties will return to their respective positions as if this Consent Decree was never negotiated, drafted, or executed.

24. Entire Agreement; Binding Effect.

This Consent Decree, together with its exhibits, which are made a part hereof and incorporated herein by this reference constitutes the entire agreement and understanding of the parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Consent Decree shall be binding unless in writing and signed by each of the parties hereto. All of the terms and provisions of this Consent Decree shall be binding upon and inure to the benefit of the Parties, the heirs, successors and assigns.

25. Interpretation.

Should any court declare or determine any provision of this Consent Decree to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Consent Decree. The headings within this Consent Decree are purely for convenience and are not to be used as an aid in interpretation.

26. Governing Law and Choice of Forum.

This Consent Decree is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of laws. Any action to enforce this Consent Decree shall be brought only in United States District Court for the Central District of Illinois, Peoria Division.

27. Dismissal Without Prejudice; Continuing Jurisdiction.

Upon the Court issuing its Final Approval, the Representative Plaintiffs shall cause to be filed a dismissal of the Lawsuit with the Court retaining continuing and exclusive jurisdiction over the Parties to this Consent Decree, including the Class Representatives and all Class Members, for purposes of the administration and enforcement of this Consent Decree.

28. Authority; City Council Approval.

Each of the Parties represents, warrants and agrees that he, she or it has the full legal authority to enter into this Consent Decree, and the person executing this Consent Decree has the full right and authority to commit and bind such Party. The Parties understand and agree that this Consent Decree is subject to review and approval by the City Council for the City and that the City shall have no obligation hereunder unless and until such approval is obtained. In the event the City Council for the City does not approve this Consent Decree, this Consent Decree shall be null and

void and all obligations of each of the Parties shall cease. The City shall submit this Consent Decree to the City Council as soon as possible after the Parties' and Parties' Counsel's execution of same, but no later than thirty (30) Days after execution.

29. Force Majeure.

The obligations of the City with respect to any construction or remediation required herein at a particular location may be postponed if the postponement is caused by or attributed to the occurrence of a Force Majeure Event. Upon the occurrence of a Force Measure Event the City's obligation hereunder shall be tolled for the period of the duration of the Force Majeure Event.

29. Notices.

For Representative Plaintiffs & Class: Robbins DiMonte, Ltd.
180 N. LaSalle, Suite 3300
Chicago, IL 60601
Attention: Andrés J. Gallegos, Esq. & Jennifer M.
Sender, Esq.
(312) 772-9000
agallegos@robbinsdimonte.com
jsender@robbinsdimonte.com

Carl F. Reardon, Esq.
120 Illini Drive
East Peoria, IL 61611
(309) 699-6767
carlreardon@comcast.net

For the City of Pekin: City of Pekin
111 S. Capitol Street
Pekin, Illinois 61554
(309) 477-2300
Attn: City Clerk

Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Attn: K. Austin Zimmer, Esq.
(707) 222-7000 - telephone
(707) 222-7001 - facsimile

zimmer@dlglawgroup.com

For TWM, Inc.:

Mr. Robert DeConcini, President
4940 Old Collinsville Road
Swansea, IL 62226
(618) 624-4488
rdeconcini@twm-inc.com

30. Counterparts.

This Consent Decree may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. Drafting this Consent Decree.

The Parties acknowledge and agree that this Consent Decree shall for all purposes be deemed jointly drafted and fully negotiated, and as a result, shall not in any manner be interpreted in favor of, or as against, any particular Party by reason of being the drafting Party. Any rule of law that would require interpretation of any ambiguities or uncertainties in this Consent Decree against one of the Parties, shall have no application and is hereby expressly waived.

32. Voluntary Agreement.

Each of the Parties represents, warrants and agrees that he, she or it has read this Consent Decree carefully, and knows and understands its contents, that this Consent Decree has been voluntarily entered into, that he, she or it has received independent legal advice from his, her or its attorneys with respect to the advisability of executing this Consent Decree and that any and all investigation and analysis of the facts deemed necessary or desirable have been conducted prior to the execution of this Consent Decree.

33. Counterparts.

This Consent Decree may be executed by the Parties in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same Consent Decree.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Consent Decree on a date set forth opposite their respective signatures.

EXECUTED by the Parties as follows:

Class Representatives

Approved As to Form

Dated: _____, 2022

Dated: June 1, 2022

Dated: June 1, 2022

Dated: June 1, 2022

Dated: June 1, 2022

Dated: June 1, 2022

Dated: June 1, 2022

Robbins, J. M. T. T. T.

By: Andrés J. Gallegos
Andrés J. Gallegos, Esq., Class Counsel

Patricia Berardi
Patricia Berardi

Robert Chriswell
Robert Chriswell

Alice Rosemary Ortiz, deceased
by Susan Kay Devall, Executor

Austin Calloway
Austin Calloway

Ellen K. Sunderland
Ellen Sunderland

Lisa Lynch
Lisa Lynch, as the parent and next friend of
M.L., a minor child

Defendants

Approved As to Form

Del Galdo Law Group, LLC

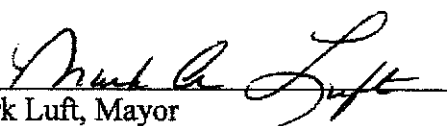
Dated: June 1, 2022



K. Austin Zimmer, Esq.

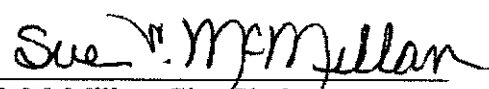
CITY OF PEKIN, ILLINOIS

Dated: May 31, 2022

By: 

Mark Luft, Mayor

Dated: May 31, 2022

By: 

Sue E. McMillan, City Clerk

Respectfully submitted,

Date: _____, 2022

/s/ Jennifer M. Sender

Jennifer M. Sender
Andrés J. Gallegos
ROBBINS, DIMONTE, LTD.
180 North LaSalle Street, Suite 3300
Chicago, Illinois 60601
Phone: (312) 772-9000
Fax: (312) 772-6690
jsender@robbinsdimonte.com
agallegos@robbinsdimonte.com

/s/ Carl Reardon

Carl F. Reardon, Esq.
120 Illini Drive
East Peoria, IL 61611
Phone (309) 699-6767
carlreardon@comcast.net

*Counsel for Plaintiffs and Proposed
Counsel for the Class*

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a true and correct copy of the above and foregoing **Consent Decree** was served on _____, via the CM/ECF filer for the United States District Court for the Central District of Illinois, upon the following:

/s/Jennifer Sender _____
Jennifer Sender

SCHEDULE & EXHIBITS

Schedule

4.1.7 Class Identified Priority Remediation

Exhibits

- A Claim Form**
- B Class Notice**
- C Joint Motion for Preliminary Approval & Notice Distribution Plan**
- D Preliminary Approval Order**
- E Final Approval Order**

Schedule 4.1.7
Class Identified Priority Remediation

1. Sidewalk slope across the driveway Pekin Times parking lot.
2. Court Street between 4th and 5th Street excessive driveway slope to the municipal parking lot near the Tazewell building.
3. The corner Court Street and 5th Street, curb ramp slope and broken concrete.
4. Driveway slopes on Court Street down 5th Street.
5. Intersection at Margaret St. (State Route 9) and 5th Street (Route 29) broken concrete, holes in sewer grates, excessive cross slope.
6. Street pavement in the crosswalk of Margaret and 5th Street and curb cuts on those corners.
7. Narrow sidewalks and uneven surfaces along Court Street and the east side of 5th Street.
8. Curb ramps on the north side of 14th St. and Illinois Street, excessive ramp slope, small landing, broken concrete, storm sewer grate with excess openings.
9. Sidewalks, crosswalk and curb ramps along St. Joseph Pl. and Haines Avenue.
10. Sidewalks in disrepair at St. Joseph Pl. and 6th St.
11. Curb ramps, storm sewer grates and sidewalks at Koch Street and Howard Court.
12. Curb cuts at the intersection of Highwood and Lisa Court.
13. 1203 Illinois Street towards the Edison School, discontinued sidewalks, broken concrete, and missing curb cuts.
14. Curb cuts and sidewalks at the corner of Earl Street and Illinois Street.
15. 600 block of 4th Street, sidewalks in disrepair, vertical discontinuity.
16. Curb cuts on the 900 block of 4th Street.
17. Vehicles parking (at a commercial establishment) obstructing the sidewalk at 343 Derby St. and east of South Capitol and Derby Street.
18. Curb cuts at South Capitol and Derby Street.
19. Broken sidewalks, sewer grates with excessive gaps and curb cuts along 229 Derby Street.
20. Obstruction (Planter), curb cut and sewer grate with excessive gaps on the corner of 7th Street and Derby Street.
21. Sidewalks, curb cuts and sewer grates from 343 S. 4th St. and 5th Street towards Ernie's Restaurant, 613 Derby St.
22. Curb cuts and sidewalks at Bacon Street and Charles Street.
23. Lamp post obstruction of sidewalk on the west parking lot of the Pekin Public Library and at Broadway Street and Sabella St.
24. Lamp post obstruction sidewalk along Broadway and 4th Street.
25. Excessive cross slope on driveway near Sabella and Broadway to the library.
26. Outside book drop-off at the Public Library completely blocks the sidewalk and no accessible route from the main entrance of the library to the west side of the library to the west parking lot.
27. Lamp posts obstruction of sidewalks in around City Hall and the Municipal Building (South Capitol and at the east end of the funeral home parking lot).
28. Curb cuts, excessive slopes, at the intersection of Sabella and Capitol Streets.
29. Sidewalks and curb cuts at St. Mary and South Capitol Streets.
30. Missing crosswalk for curb ramps at City Hall, East across St. Mary Street.
31. Sidewalks out of plane condition directly in front of City Hall along the west side of S. Capitol St.

32. Sidewalks out of plane condition directly in front of Tazewell County Jail.
33. Curb ramps at intersections in front of representative Mike Unes' office, 19 South Capitol St.
34. Excessive gaps in pavers on sidewalks at 19 South Capitol St.
35. Curb ramps and out of plane conditions on sidewalks at the northwest corner of the Court House.
36. Excessive driveway slope on the west side of Elizabeth Street - southside of Court House.
37. Signpost obstruction just east of the driveway entrance to the Court House (along northside of Elizabeth Street)
38. Curb cuts, out of plane sidewalk conditions and no detectable warning plate at the corner of Elizabeth and 4th Street.
39. Excessive slope of driveway entrance on the west side of Elizabeth Street across from the Court House.
40. Curb cuts, excessive sewer grate gaps and sidewalks in disrepair at the corner of 6th Street and Court Street.
41. Excessive sidewalk slopes at Broadway and 14th St.
42. Curb ramps, utility pole obstruction of sidewalk, broken and missing concrete along 14th St. and Ann Eliza St.
43. Planter obstruction, curb cuts, excessive sewer grate openings at Derby and 14th Street.
44. Missing curb cuts, excessive slopes of sidewalks at the intersection of 14th St. and James Street.
45. Sidewalk deterioration, excessive cross slopes on sidewalks at Court Street and 12th St.
46. Curb cuts and narrow sidewalks at Court Street and 12th St.

Exhibit A - Claim Form

CLAIM FORM

Berardi et al. v. City of Pekin, et al.
United States District Court for the Central District of Illinois
Case No. 1:18-cv-01438

CITY OF PEKIN RIGHT OF WAY SETTLEMENT

You may be eligible for a payment as part of a Settlement in this class-action lawsuit.
Fill out each section of this form and sign and where indicated.

This Claims Form must be submitted no later than [REDACTED] either on the Settlement Website at www.CityofPekinRightofWaySettlement.com, or by mail. If submitting this Claim Form by mail, it must be postmarked by that date and mailed to the Settlement Administrator at:

City of Pekin Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

Part One: Information		
Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.		
Name:		
Mailing Address:		
City:	State:	Zip Code:
Telephone Number:		Email Address:
Choose a payment method: ☐ Zelle ☐ PayPal ☐ Venmo ☐ Check		
Electronic Payment – If you would like to receive your settlement award electronically, please confirm your payment account details are correct.		
Electronic Payment Email:		Electronic Payment Phone Number:
Part Two: Qualification – Check all boxes that apply and provide the documents requested. Only persons meeting all of the three criteria below qualify as Class Members. If you do not provide the requested documents your claim will be denied.		
☐ I am a person with a mobility disability and my proof of identification is enclosed. <i>[Acceptable documents include a current, unexpired driver's license, photo ID card, or passport.]</i>		
☐ I was a resident of the City of Pekin between December 11, 2016 and December 11, 2018 and my proof of residency is enclosed. <i>[Acceptable documents include a tax bill, a utility statement, lease agreement, or mortgage document.]</i>		
☐ I was denied meaningful access to the City of Pekin's curb cuts, crosswalks and sidewalks between December 11, 2016 and December 11, 2018.		
Part Three: Attestation		
By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified above and the information provided in this Claim Form is true and correct, and that nobody has submitted another claim in connection with this Settlement on my behalf.		
Signature	Date	

Exhibit B - Class Notice

IF YOU ARE A PERSON WITH A MOBILITY DISABILITY RESIDING IN THE CITY OF PEKIN FROM DECEMBER 11, 2016 THROUGH DECEMBER 11, 2018, YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

- Residents of the City of Pekin with mobility disabilities have sued the City of Pekin alleging discrimination for the City's failure to provide safe sidewalks, curb cuts and other pedestrian rights-of-way.
- The Court has allowed the lawsuit to be a class action on behalf of all persons with mobility disabilities who were residents of the City of Pekin from December 11, 2016 through December 11, 2018, who were denied meaningful access to public pedestrian rights-of-way in the City during that timeframe.
- The Court has granted preliminary approval to a settlement between the parties. You may be eligible for money. Your legal rights are affected, whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against the City of Pekin about the claims in this case.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to give final approve the settlement. Payment will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

Any questions? Read on and visit www.CityofPekinRightofWaySettlement.com

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

PAGE 3

1. Why did I get this notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is there a settlement?

WHO IS IN THE SETTLEMENT

PAGE 4

5. How do I know if I am a part of the settlement?
6. I'm still not sure if I am included.

THE SETTLEMENT BENEFITS – WHAT YOU GET

PAGE 5

7. What does the settlement provide?
8. What can I get from the settlement?
9. What if I cannot utilize the City of Pekin's sidewalks in the future?

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

PAGE 6

10. How can I get a payment?
11. When would I get my payment?
12. What am I giving up to get a payment or stay in the Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT

PAGE 7

13. How do I get out of the settlement?
14. If I don't exclude myself, can I sue the City of Pekin for the same thing later?
15. If I exclude myself, can I get money from this settlement?

THE LAWYERS REPRESENTING YOU

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16. Do I have a lawyer in the case?
17. Should I get my own lawyer?
18. How will the lawyers be paid?

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

OBJECTING TO THE SETTLEMENT

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19. How do I tell the Court that I don't like the settlement?
20. What is the difference between objecting and excluding?

THE COURT'S FAIRNESS HEARING

PAGE 9

21. When and where will the Court decide whether to approve the settlement?
22. Do I have to come to the hearing?
23. May I speak at the hearing?

IF YOU DO NOTHING

PAGE 10

24. What happens if I do nothing at all?

GETTING MORE INFORMATION

PAGE 10

16. Are there more details about the settlement?
17. How do I get more information?

BASIC INFORMATION

1. Why did I get this notice?

Information obtained by the attorneys for the Plaintiffs identified you as a person with a mobility disability who resides in the City of Pekin.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments the settlement allows. You will be informed of the progress of the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

The Court in charge of the case is the United States District Court for the Central District of Illinois and the case is known as *Berardi, et al., v. City of Pekin, et al.*, Civil Action No. 1:18-cv -01438-JBM-JEH.

2. What is this lawsuit about?

The lawsuit claimed that the City of Pekin discriminated against persons with mobility disabilities who resided in the City between the dates of December 11, 2016 and December 11, 2018, because it did not provide sidewalks and curb cuts in many locations throughout the City, did not maintain the sidewalks, and because it placed physical barriers such as oversized planters, mailboxes and light posts on certain sidewalks throughout the City that prevented persons with mobility disabilities to use those sidewalks. The City denies that it discriminated against residents with disabilities.

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Patricia Berardi, Robert Criswell, Susan Kay Duvall, as the Executor of the Last Will and Testament of Alice Rose Mary Ortiz; Austin Calloway, Ellen Sunderland and Lisa Lynch as the parent and next friend of M.L., a minor child) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The persons who sued—and all the Class Members like them—are called the Plaintiffs. The persons they sued (in this case the City and all persons who served as trustees when the lawsuit was filed on December 5, 2018) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. United States District Court Magistrate Judge Jonathan E. Hawley is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of the plaintiffs or defendants. Instead, both sides agreed to a settlement. That way, they avoid the uncertainty and cost of a trial. And as the City has agreed to fix the problems with the sidewalks and curb cuts the parties agreed that the City’s financial resources are best spent fixing those problems and providing the class with some compensation instead of continuing to fight the lawsuit. The class representatives and the attorneys believe the settlement is best for everyone with mobility disabilities that have been denied the use of the City’s sidewalks.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the settlement?

District Court Judge Billy Jo McDade decided that everyone who fits this description is a Class Member: *All people with mobility disabilities who were residents of the City of Pekin from December 11, 2016 through December 11, 2018, who were denied meaningful access to public pedestrian rights-of-way in the City during that timeframe.*

6. I’m still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-855-238-2675, which is the toll-free telephone number for Simpluris, the Class Action Settlement Administrator, or email Simpluris at info@CityofPekinRightofWaySettlement.com, and ask if you qualify as a member of the class, or you can fill out and return the Claim Form described on page 6, in question 10, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the settlement provide?

The City has agreed to hire an engineering firm, TWM, Inc., to conduct a survey of 100 % of the City's sidewalks, curb cuts and crosswalks and to develop a plan for the City to fix problems that are discovered. It will take approximately 18-months from the date the Court issues its final approval of the settlement for that survey to be conducted and for the engineering firm and the City to develop a specific schedule for the work that will need to be done.

The City will spend a minimum of \$250,000 each fiscal year for use exclusively towards the fixing of identified problems existing in the sidewalks, curb cuts and crosswalks. However, the City will spend an additional \$1,500,000 for fixing those problems in the first three years. Priority will be given to those sidewalks, curb cuts and crosswalks that are unsafe and identified in a schedule to the Consent Decree, then to those within a 1-mile radius of where the Class Representatives live. After that, the City will fix identified problems in existing sidewalks, curb cuts and crosswalks where there is a concentration of people with mobility disabilities, and where seniors live. After that, the City will fix sidewalks, curb cuts and crosswalks that service emergency shelters, hospitals, clinics, and schools.

In addition, the City has agreed to pay the Class Representatives \$10,000 for their damages and for helping with the lawsuit. Also, there are 35 people that have assisted the attorneys who the Court approved to represent the class, and those 35 people will be paid \$800 each. Finally, the City has agreed to create a \$22,000 fund to pay all of the other class members who timely submit claims.

8. What can I get from the settlement?

If you qualify as a Class Member and submit your Claim Form before the deadline (see question 10 below on page 6) you will be entitled to receive payment from the \$22,000 fund. The amount of your payment will depend upon the number of other people who qualify as Class Members and submit their Claim Form before the deadline, but no class member will receive more than \$88.00.

9. What if I cannot utilize the City of Pekin's sidewalks in the future?

The City has agreed to maintain a complaint system for its sidewalks, curb cuts and crosswalks. If you have problems utilizing any of the City's sidewalks, curb cuts or crosswalks in the future, you can call 3-1-1, which is the number the City will use for you to make complaints regarding the sidewalks, curb cuts and crosswalks, or you can submit a complaint using the City's online form, which can be found at [www.https://www.ci.pekin.il.us/ada_portal/file_a_grievance.php](https://www.ci.pekin.il.us/ada_portal/file_a_grievance.php), or you can email your complaint to jaesker@ci.pekin.il.us.

Alternatively, if you cannot use the City's sidewalks, curb cuts or crosswalks in the future you may also file a complaint with the United States Department of Justice or file a lawsuit against the City. To file a complaint

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

with the Department of Justice, you can do so by mail at the address below or you may use the Department of Justice's online complete form, which is located at https://www.ada.gov/filing_complaint.htm.

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, NW
4CON, 9th Floor
Washington, DC 20530

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

10. How can I get a payment?

To qualify for payment, you must send in a Claim Form. A Claim Form is attached to this notice. You may also get a Claim Form on the settlement website at www.CityofPekinRightofWaySettlement.com. Read the instructions carefully, fill out the form, include all the documents the form asks for and sign it. The claim form may be submitted electronically on the website, or it may be mailed to the Settlement Administrator at the address set forth in the form. It must be submitted on the website or postmarked no later than **[Pending]. [Date] is the deadline to submit your Claim Form.**

11. When would I get my payment?

The Court will hold the hearing on **[date]** to decide whether to approve the settlement. If Magistrate Judge Hawley approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the settlement. Please be patient.

12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the City of Pekin about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you'll agree to a "Release of Claims," attached to the Claim Form, which describes exactly the legal claims that you give up if you get settlement benefits. Keep in mind the claims in this lawsuit are for the period of time from between the dates of December 11, 2016 and December 11, 2018 only.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the settlement, but you want to keep the right to sue or continue to sue the City of Pekin, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as “opting out of the settlement class”

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must complete an Exclusion Request Form, available at www.CityofPekinRightofWaySettlement.com or you can send a letter by mail saying that you want to be excluded from *Berardi, et al., v. City of Pekin, et al.* Be sure to include your name, address, telephone number and your signature. You must mail your Exclusion Request Form or exclusion letter postmarked no later than **[date]** to:

City of Pekin Settlement Administrator
PO Box 25225
Santa Ana, CA 92799

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the City of Pekin in the future.

14. If I don't exclude myself, can I sue the City of Pekin for the same thing later?

Yes. But you may only be able to sue for disability-based discrimination as a result of the City's failure, *after* December 11, 2018, to provide safe and accessible sidewalks.

By not excluding yourself you will be legally bound by all of the orders the Court and the settlement approved by the Court in this lawsuit, which means that you cannot sue the City for the same legal claims addressed in this lawsuit for the time period between December 11, 2016 and December 11, 2018. **Remember, the exclusion deadline is [pending, 2022].**

If you start your own lawsuit against the City after you exclude yourself, you have to hire and pay your own lawyer for that lawsuit, and you have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against the City, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any money. But you may sue, continue to sue, or be part of a different lawsuit against the City of Pekin.

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court decided that Andrés Gallegos and Jennifer Sender with the law firm of Robbins DiMonte, Ltd., (formerly known as Robbins, Salomon & Patt, Ltd.) in Chicago, Illinois, and attorney Carl Reardon, in East Peoria, Illinois, are qualified to represent you and all Class Members. Together the attorneys are called “Class Counsel.” They are experienced in handling similar cases involving disability-based discrimination. More information about Andrés Gallegos and Jennifer Sender, their practices and experience are available at www.robbinsdimonte.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf but if you want your own lawyer, you have the right to do so but you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

18. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses in the amount of \$693,000.65 and costs of \$44,043.52. The Court may award less than these amounts. The City of Pekin will separately pay the fees and expenses that the Court awards. These amounts will not come out of the funds for payment to the Class Representatives, the Declarants or any the Class Members. The City of Pekin has agreed not to oppose fees and expenses. The City of Pekin will also separately pay the cost of Simpluris, Inc. to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

19. How do I tell the Court that I don’t like the settlement?

If you are a Class Member, you can object to the settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Berardi v. City of Pekin*. Your letter should include: (a) the name, address, telephone number and, if applicable, email address; (b) if represented by your own attorney, the name, address, telephone number and email address of your attorney; (c) a statement identifying the specific reasons for your objections;

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

and (d) a statement of whether your objection applies just to you or the entire Class. Mail the objection to these three different places post marked no later than **[pending, 2022]**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court 211 U.S. Courthouse 100 N.E. Monroe Street Peoria, IL 61602	Andrés Gallegos Robbins DiMonte, Ltd. 180 N. LaSalle, Ste. 3300 Chicago, Illinois 60601	K. Austin Zimmer Del Galdo Law Group, LLC 1441 S. Harlem Ave. Berwyn, Illinois 60402

20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may also ask to speak, but you do not have to.

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing at **[Time]**, on **[date, 2022]**, at the United States District Court for the Central District of Illinois, 211 U.S. Courthouse, 100 N.E. Monroe Street, Peoria, Illinois. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Magistrate Judge Hawley will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions Magistrate Judge Hawley may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Berardi v. City of Pekin*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [date, 2022], and be sent to the Clerk of the Court, Class Counsel and Defense Counsel at the three addresses on page 8, in question 19. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you'll get no money from the settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the City of Pekin about the legal issues in this case that occurred between December 11, 2016 and December 11, 2018. Subject to the statute of limitations, you may sue the City of Pekin about the legal issues in this case for any time period after December 11, 2018.

GETTING MORE INFORMATION

23. Are more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to **Andrés Gallegos, Robbins DiMonte, Ltd., 180 N. LaSalle, Suite 3300, Chicago, Illinois 60601**; or to the **City of Pekin Settlement Administrator, PO Box 25225, Santa Ana, CA 92799**, or by visiting the website www.CityofPekinRightofWaySettlement.com.

24. How do I get more information?

You can call **1-855-238-2675** toll free; email: info@CityofPekinRightofWaySettlement.com; write to **City of Pekin Settlement Administrator, PO Box 25225, Santa Ana, CA 92799**, or visit the website, www.CityofPekinRightofWaySettlement.com, where you will find answers to come in question about the settlement, a Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

Date: June __, 2022

**Exhibit C - Joint Motion for Preliminary Approval &
Notice Distribution Plan**

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz; Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, *as*)
the parent and next friend of ML, a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Plaintiffs,

v.

City of Pekin, Illinois, a municipal corporation;)
Mark Rothert, *in his official capacity as the Pekin*)
City Manager; John McCabe, John P. Abel,)
Michael Garrison, Mark Luft, Lloyd Orrick,)
Michael Ritchason and Jim Schramm, *in their*)
official capacities as Council Members for the City)
of Pekin,)

Defendants.

Case No. 1:18-cv-01438

**JOINT MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

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INTRODUCTION

After nearly 3 years of litigation, numerous months of negotiations between the Parties with respect to the nonmonetary terms of a consent decree, and subsequent mediations before Magistrate Judge Jonathan E. Hawley with respect to the monetary terms, the Parties have reached an agreement to provide meaningful injunctive relief with compensatory damages for the Class.

Based on extensive analysis of the facts and the applicable law and taking into account the risks and uncertainties associated with litigation and the delays that may result from trial and appeals, as well as the fair, cost-effective and assured method of resolving the potential claims of the Class represented by the proposed Consent Decree, Class Counsel has concluded that the proposed Consent Decree provides substantial benefit to the Class and is fair, reasonable and adequate and in the best interests of the Representative Plaintiffs, the Declarants and the Class. Similarly, the City has concluded that the proposed Consent Decree is desirable 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 Representative Plaintiffs, the Declarants, and the Class.

Balancing the risks against the substantial attendant benefits, the Court should find that the settlement contained in the proposed Consent Decree is fair, adequate and reasonable and enter an Order: (i) granting preliminary approval of the Consent Decree; (ii) approving the form and manner of the Notice Plan and appointing a Settlement Administrator; (iii) establishing deadlines for requests for exclusion and the filing of objections to the proposed settlement contemplated by the Consent Decree; and (iv) scheduling a fairness hearing.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs Patricia Berardi; Robert Chriswell; Austin Calloway; Ellen Sunderland; and Lisa Lynch, as the parent and next friend of M.L. (collectively, “Representative Plaintiffs”), are residents, and decedent Alice Rose Mary Ortiz was a resident, of the City of Pekin, Illinois, living with mobility disabilities. Defendants are the City of Pekin, Illinois; its City Manager, Mark Rothert; and its city council members: John McCabe, John P. Abel, Michael Garrison, Mark Luft, Lloyd Orrick, Michael Ritchason, and Jim Schramm.

On December 5, 2018, Representative Plaintiffs filed a putative class-action lawsuit, captioned *Berardi, et al. v. City of Pekin, et al.*, Case No. 1:18-cv-01438–JBM–JEH, in the U.S. District Court for the Central District of Illinois, Peoria Division, asserting, *inter alia*, the Defendants’ failure to construct or maintain accessible pedestrian rights-of-way throughout the City of Pekin in violation of the Accessibility Laws (as defined therein). (Doc #1). The lawsuit alleged violations of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101, et seq., and the Rehabilitation Act of 1973 (“Rehabilitation Act”), 29 U.S.C. § 794, et seq. (*Id.*).

On December 17, 2019, the Parties submitted their initial joint motion to stay proceedings to engage in settlement negotiations. (Doc. #18). Written discovery was exchanged between the parties to help inform them in their subsequent negotiations, and no depositions were taken. Additional joint motions were subsequently filed to continue to stay proceedings as the parties continued settlement negotiations, all of which were granted. (Doc. ##19, 21 & 23). Counsel for the Parties attended a face-to-face meeting on January 23, 2020, at Pekin City Hall to discuss the items of a settlement proposal and since then have engaged in many months, through October 2020, of discussions and negotiations of a potential settlement of the injunctive issues. Thereafter however, settlement negotiations stagnated.

On December 21, 2020, Plaintiffs filed their motion for class certification. (Doc. #27). On February 24, 2021, Plaintiffs filed their First Amended Complaint. (Doc. #34). 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. (Doc. # 47). The Court defined the class claims as whether Defendants have violated Title II of the ADA, and Section 504 of the Rehabilitation Act, by denying class members the benefits of city services, programs, or activities – namely, meaningful access to the Pekin sidewalk system and pedestrian rights-of-way – on the basis of Plaintiffs’ and Class Members’ mobility disabilities. (*Id.*). The Court further designated the six named plaintiffs as the class representatives and designated the Andrés J. Gallegos and Jennifer M. Sender, with Robbins, Salomon & Patt, Ltd., now known as Robbins DiMonte, Ltd., and Attorney Carl Reardon as class counsel. (*Id.*).

On May 3, 2021, Representative Plaintiffs filed their Memorandum of Proposed Plan for Notice to the Class. (Doc. #48). On July 6, 2021, the Court approved Plaintiffs’ Amended Proposed Plan for Notice to the Class, to inform potential Class Members of the Court’s certification of the action as a class action and of their rights to opt out of the class (Doc. #54). On July 7, 2021, the Parties filed a Joint Motion for Settlement Conference and Stay of Proceedings, (Doc. #55), which the Court approved on July 8, 2021.

Having made significant progress on the terms of the injunctive relief through previous months of negotiations, the Parties engaged in settlement conferences before Magistrate Judge Jonathan E. Hawley on September 13, 2021 and on October 13, 2021, to focus on reaching a

settlement with respect to the monetary relief for the Representative Plaintiffs, the Declarants, and the putative Class Members, as well as reasonable attorneys' fees and expenses. All the while the stay in the proceedings remained in effect. The latter settlement conference resulted in the Parties' reaching a tentative agreement as to monetary terms of a settlement. The mutually agreed-upon terms of the injunctive and monetary relief are memorialized in the Consent Decree.

THE CONSENT DECREE

The proposed Consent Decree, attached hereto as **Exhibit A**, has the following material terms, and all capitalized terms shall have the meanings ascribed to them in the proposed Consent Decree:

1. Term.

The Consent Decree shall become effective on the Effective Date and shall remain in effect until the completion of the City's construction and remediation of the public rights-of-way throughout the City as required therein. The specific Term of the Consent Decree shall be established by the Court upon the City's submission of the completed Updated Transition Plan to the Court.

2. Injunctive Relief.

The City shall engage the engineering firm, TWM, Inc., with its principal business address at 4940 Old Collinsville Road, Swansea, IL 62226, to serve as its consultant ("Consultant") during the term of the Consent Decree and to conduct and/or oversee the survey of 100% of all City's sidewalks, crosswalks, curb cuts and other public rights-of-way for purpose of obtaining a comprehensive, detailed, accurate and complete inventory of those elements, identifying which require remediation or installation, updating the City's Transition Plan and setting forth a priority

installation schedule to remediate and or install sidewalks, crosswalks, curb cuts and other public rights-of-way in compliance with Applicable Laws. As a condition precedent to all such surveys, and subsequent installations and upgrade work commencing, if such work will be performed by City-managed contractors or in-house crews, all such personnel shall be trained by the Consultant, or the Consultant shall verify such contractors' and crews' have received adequate training on the requirements of sidewalks, crosswalks, and public rights-of-way under the Accessibility Laws and on the use of the survey instrument.

The survey shall identify: (a) each street that has or does not have a sidewalk; (b) whether the corners of such streets have or do not have Pedestrian Ramps; (c) whether there are crosswalks between corners and the roadway condition of the crosswalks; (d) whether the existing sidewalk is in disrepair; and (e) all obstructions impeding full access on the sidewalk. The City shall hold at least one public hearing before the issuance of the Updated Transition Plan, seeking input from the community. Class Counsel will provide comments to the Updated Transition Plan as well.

Prioritization for remediation work shall first be given to all sidewalks, crosswalks, and Pedestrian Ramps that the Named Plaintiffs have identified in a schedule to the Consent Decree. The remediation work in that schedule shall commence during calendar year 2022. Thereafter, priority shall be given based upon geographic factors, including, but not be limited to sidewalks, crosswalks and Pedestrian Ramps along streets, within a 1-mile radius: (i) adjacent to where all Representative Plaintiffs reside; (ii) where the concentration of people with Mobility Disabilities, Visual Disabilities, and the senior population reside; (iii) servicing key locations for people with disabilities, such as emergency shelters, hospitals, clinics, and schools; (iv) servicing transit facilities; and (v) servicing public facilities and other places of interest/recreation (*e.g.*, senior services, government sites, child and youth services, libraries and cultural institutions).

Throughout the Term of the Consent Decree, the City shall ensure that all new sidewalks, curb cuts, crosswalks and Pedestrian Ramps that are newly constructed on or after the Effective Date comply with the requirements of all Accessibility Laws. Throughout the Term of the Consent Decree, whenever the City newly constructs or alters sidewalks, curb cuts, crosswalks or Pedestrian Ramps or adjacent construction projects obstruct the pedestrian rights-of-way, the City shall ensure that accessible temporary routes are provided through and around such construction and appropriate signage directing persons with Mobility Disabilities to such accessible temporary routes. The City covenants to the Class Members that it will maintain its sidewalks, crosswalks and Pedestrian Ramps as required by the Accessibility Laws, both during and after the Term so that members of the Class will be able to access them safely and independently. Maintenance will be performed on an ongoing, indefinite, and regular basis as required by the Accessibility Laws. The City covenants to the Class Members that it will routinely inspect sidewalks, crosswalks and Pedestrian Ramps where required and at all corners adjacent to planned Resurfacing, and within the scope of any Alteration or New Construction as defined by the Federal Highway Administration. The City shall require private developers and private utility companies to, *inter alia*, install or Upgrade sidewalks, crosswalks, Pedestrian Ramps, and detectable warning surfaces where required as part of the private developers' and private utility companies' construction projects, consistent with the Accessibility Laws.

The City shall maintain a complaint procedure for members of the public to request Installation or Upgrade of a sidewalk, crosswalk and/or Pedestrian Ramp during and after the Term. The City will record and track all such requests and semiannually (by July 15 and January 15) during the Term provide Class Counsel with copies of such requests. The City will acknowledge receipt of each complaint within 15 days of receiving it and provide an estimated

temporary repair date. The City will provide temporary repairs, as appropriate, consistent with the Accessibility Laws, within 60 days of receiving the complaint, and will provide permanent repairs within the same fiscal year that the complaint is received, and if cannot make those repairs within the fiscal year, those repairs shall be scheduled for completion within the next immediately following fiscal year. Class Counsel throughout the Term of the Consent Decree shall monitor the City's compliance with the Consent Decree.

3. Annual Monetary Commitment.

Beginning on the Effective Date, the City shall appropriate a minimum of \$250,000 each fiscal year ("Annual Monetary Commitment"), in addition to \$1.5 million for the first three fiscal years immediately following the Effective Date, for use exclusively toward the construction and the remediation required of the sidewalks, curb cuts, crosswalks and Pedestrian Ramps and all work related thereto. The Annual Monetary Commitment is the minimum amount the City is obligated to appropriate on an annual basis for the construction of sidewalks, curb cuts, crosswalks, and Pedestrian Ramps, including those constructed in connection with the construction and alterations of streets, roadways and highways, remediation of existing sidewalks, curb cuts, crosswalks, and Pedestrian Ramps.

4. Monetary Relief.

Subject to the approval of the Court, City agrees to pay to each of the Representative Plaintiffs \$10,000 as compensatory damages, an incentive award and as consideration for the release of their claims. Subject to the approval of the Court, City agrees to pay to the 35 Declarants, \$800 each, in total, \$28,000, as compensatory damages, an incentive award and as consideration for the release of their claims. Subject to the approval of the Court, City agrees to pay the Class Members who have not opted out and have tendered all documents and

information to submit a claim as required by the Settlement Administrator, a total of \$22,000 as compensatory damages (the “Settlement Fund”). The Settlement Fund shall be allocated and distributed to Class Members, pro rata, but not more than \$88.00 each. If there are amounts of the Settlement Fund that are unclaimed after the lapse of all applicable deadlines set forth herein, subject to the Court’s approval, the Settlement Administrator shall distribute the remaining Settlement Funds back to the City for immediate use for sidewalk remediation, which amount shall be in addition to the Annual Monetary Commitment.

Subject to the Court’s approval, the City agrees that Class Counsel is entitled to its reasonable fees in the amount of \$693,000.65 and costs, \$44,043.52, incurred in the prosecution of the action. There are no additional fee provisions and there are no “kicker” provisions. The attorneys’ fees and expenses are paid separate and apart from the Settlement Fund.

The injunctive relief in the Consent Decree is neither dependent nor condition upon the Court approving the aforementioned payments, nor upon the Court awarding the particular amounts sought.

5. Notice Plan and Settlement Administrator.

As set forth in the Notice Plan, **Exhibit B** hereto, the notice program consists of four different components: (1) Direct Notice; (2) Informational Postings; (3) Notice by Publication; and (4) Website Posting. The forms of the notice distributed in the notice program will include a long form and a short form, proposed copies of which are set forth as exhibits to the Notice Plan. The primary form of notice is by direct mail of the long form notice sent to the 41 Representative Plaintiffs and Declarants, to residents of three Pekin Housing Authority rental buildings and seven U.S. Department of Housing and Urban Development-managed rental properties, and to residents of private assisted living and independent living facilities located in Pekin, in addition to other

potential Class Members identified by Class Counsel. As further identified in the Notice Plan, a short form of the notice will be used for informational posting at city, county and state governmental facilities and commercial establishments in the City of Pekin where it is anticipated that Class Members will have the opportunity to view. In addition, the Settlement Administrator shall request that the short form notice shall be posted at various private establishments which, based on information and belief, persons with disabilities frequent. Because there is no reasonable method to identify the residential addresses of all Class Members, the Notice Plan contemplates publication of a notice in *The Journal Star*, a Peoria, Illinois, newspaper which, upon information and belief, has a circulation of 70,000 daily and 100,000 on Sundays. Finally, the Settlement Administrator has established a dedicated webpage at hyperlink: CityofPekinRightofWaySettlement.com as a means for Class Members to obtain notice of and information about the lawsuit. The website will include hyperlinks to the Amended Complaint, Defendants' Answer and Affirmative Defenses, the Court's Order and Opinion on the Plaintiffs' Motion for Class Certification and Defendants' Motion to Dismiss, the Settlement Agreement, the Long-Form Notice, the Short-Form Notice, Exclusion Request Form, the Claim Form and other such documents as the Settlement Administrator, Class Counsel and counsel for Defendants agree to post or that the Court orders be posted on the website.

Subject to the Court's approval, the City shall engage Simpluris, Inc. ("Simpluris"), with its principal place of business at Costa Mesa, California, to serve as the Settlement Administrator for purposes of disseminating the Class Notice, responding to requests to opt out of the Class, processing Claims Form, distributing the settlement awards, managing Class Members' data, providing a website and call center support, and to perform such other responsibilities set forth in the Consent Decree. All costs associated with the Settlement Administrator shall be borne by the

City, separate and apart from the Settlement Fund. Simpluris is a highly experienced and well-regarded third-party administrator who will implement the Court's approved Notice Plan.

6. Claim Form & Exclusion Request Form.

In order to receive monetary payment from the Settlement Fund, Class Members must submit a claim form ("Claim Form"), attached as an exhibit to the Notice Plan, by the claims deadline which shall be no later than 90 calendar days from the initial date the notice of the class action and its settlement is published in *The Journal Star*. The Claim Form may be submitted online or by U.S. mail.

For online submissions, the Claim Form shall require the Class Member to enter their contact information and mailing address and to select a payment option from four choices: Zell, PayPal, Venmo or physical check mailed to the address provided on the Claim Form. If a Class Member selects one of those electronic payment options they must enter the email address and/or mobile telephone number associated with the selected account. Each Class Member shall also be required to attest under penalty of perjury that he or she is a person with a mobility disability who resided in the City of Pekin from December 11, 2016 through December 11, 2018 and was denied meaningful access to public pedestrian rights-of-way in the City during that timeframe. Proof of residency during that timeframe shall be required. Acceptable forms of proof include property tax bill; housing lease or rental agreement; mortgage document; or utility statement. In addition, proof of identity shall be required. Acceptable forms of proof include a current, unexpired driver's license, photo identification card or passport. The failure to provide the documents requested will result in the denial of the claim. A digital signature shall be required and make the following attestation under penalty of perjury:

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified above and the information provided in this Claim Form is true and correct, and

that nobody has submitted another claim in connection with this Settlement on my behalf.

Class Members may also submit the paper Claim Form by mail. The paper Claim Form asks the Class Member to provide the same information as required above. The Claim Form identifies the no later than date the Claim Form must be postmarked.

Class Members desiring to opt-out of the settlement will be required to complete and execute an Exclusion Request Form attached as an exhibit to the Notice Plan. The opt-out period shall also be 90 calendar days from the initial date the notice of the class action and its settlement is published in *The Journal Star*.

7. Release.

In exchange for the relief afforded in the Consent Decree, the Defendants¹ will receive a release of all Released Claims.² The release is narrowly tailored to claims that could be asserted in the class action litigation.

ARGUMENT

A. The Settlement set forth in the Consent Decree well surpasses the Seventh Circuit's standards for the approval of class action settlements.

As the Seventh Circuit recognizes, federal courts strongly favor and encourage settlements—particularly in class actions and other complex matters where the inherent costs,

¹ Including the name the Defendants and its and their respective affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its and their behalf. Consent Decree, §18.

² "[A]ny and all causes of action, claims, rights, damages, punitive, or statutory damages, penalties, liabilities, expenses and losses, and issues, that any of the Plaintiffs have or could have made against the Defendants in the Class Action, under any claims under federal, state, or local law, rule, or regulation." Consent Decree, §18.

delays, and risks of protracted litigation might otherwise overwhelm any potential benefit the class could hope to obtain:

It is axiomatic that the federal courts look with great favor upon the voluntary resolution of litigation through settlement. In the class action context in particular, there is an overriding public interest in favor of settlement. Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources.

Armstrong v. Bd. of Sch. Dirs. Of the City of Milwaukee, 616 F.2d 305, 312-13 (7th Cir. 1980) (citations and quotations omitted), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873, 875 (7th Cir. 1998); *see also Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996) (“Federal courts naturally favor the settlement of class action litigation.”); 4 *Newberg on Class Actions* § 11.41 (4th ed. 2002) (collecting cases).

The proposed Settlement resulting from honest arm’s-length negotiations by otherwise vigorous adversaries who are competent, experienced counsel, provides Class Members with monetary relief, but more importantly, substantial injunctive relief while at the same time mitigating the risk of protracted litigation and/or a negative outcome that would preclude any recovery whatsoever for the Class. The terms of the injunctive relief were first extensively negotiated by the Parties prior to any negotiations relating to the monetary terms.

B. The Settlement should be preliminarily approved.

Federal Rule of Civil Procedure 23(e) provides that a court may approve a proposed class settlement “on a finding that it is fair, reasonable, and adequate.” *See* Fed. R. Civ. P. 23(e)(2); *see also Synfuel Techs, Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 652 (7th Cir. 2006); *Young v. Rolling in the Dough, Inc.*, No. 1:17-CV-07825, 2020 WL 969616, at *3 (N.D. Ill. Feb. 27, 2020). At the preliminary approval stage, the district court should assess whether the proposed settlement

falls “within the range of possible approval,” in order to “ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” *Id.*

While “[f]ederal courts naturally favor the settlement of class action litigation,” *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 345 (N.D. Ill. 2010) (*quoting Isby*, 75 F.3d at 1196), district courts must nonetheless consider the following four factors to determine whether a proposed settlement is fair, reasonable, and adequate: (a) the strength of the plaintiff’s case compared to the amount of the settlement offer; (b) the length, complexity, and expense of further litigation; (c) the opinion of competent counsel; and (d) the stage of the proceedings and amount of discovery completed. *See Synfuel*, 463 F.3d at 653 (citing *Isby*, 75 F.3d at 1199). “Although this standard and the factors used to measure it are ultimately questions for the fairness hearing that comes after a court finds that a proposed settlement is within approval range, a more summary version of the same inquiry takes place at the preliminary phase,” *Kessler v. Am. Resorts International’s Holiday Network, Ltd.*, No. 05 C 5944, 2007 WL 4105204, at *5 (N.D. Ill. Nov. 14, 2007) (citing *Armstrong*, 616 F.2d at 314), under which the facts are viewed “in the light most favorable to the settlement,” *Isby*, 75 F.3d at 1199.

Each of these factors weighs in favor of finding the proposed settlement fair, reasonable, and adequate, warranting its preliminary approval.

1. The Settlement provide substantial relief to the Class, particularly given the risk posed by continued litigation.

“The most important factor relevant to the fairness of a class action settlement is . . . the strength of the plaintiff’s case on the merits balanced against the amount offered in the settlement.” *Synfuel*, 463 F.3d at 653 (internal quotes and citations omitted). “Because the essence of settlement

is compromise, courts should not reject a settlement solely because it does not provide a complete victory to the plaintiffs.” *In re AT&T Mobility*, 270 F.R.D. at 347 (citations omitted).

The settlement provides significant injunctive relief for the Plaintiffs, relief that the individual Class Members likely would not be able to obtain on their own if they brought individual actions as it requires the City to appropriate a minimum of \$250,000 (the “Annual Monetary Commitment”) for each year of the Term to remediate all identified deficiencies in sidewalks, curb cuts, crosswalks, and other public rights-of-way no later than the end of the City’s 2026 fiscal year. In addition, the City shall appropriate \$1.5 million for the first three fiscal years immediately following the Effective Date, for use exclusively toward the construction and the remediation required of the sidewalks, curb cuts, crosswalks and Pedestrian Ramps and all work related thereto. The Annual Monetary Commitment is the minimum amount the City is obligated to appropriate on an annual basis for the construction of sidewalks, curb cuts, crosswalks, and Pedestrian Ramps, including those constructed in connection with the construction and alterations of streets, roadways and highways, remediation of existing sidewalks, curb cuts, crosswalks, and Pedestrian Ramps.

There are significant risks in continuing with litigation. The Representative Plaintiffs believe in the strength of their claims asserted against the Defendants, however, the Defendants did raise an undue financial burden affirmative defense, which if it can be proven, could potentially limit the scope of both the injunctive and monetary relief and could considerably lengthen the number of years in which the City would have an obligation to remediate its public rights-of-way. Thus, continued litigation poses a significant risk of a much narrower scope of recovery than what has been negotiated by the Parties. Moreover, before the current term of the United States Supreme Court was the issue of whether compensatory damages that are available under Title VII of the Civil Rights Act of 1964 and the statutes that incorporate its remedies, like the Rehabilitation Act

of 1973, include compensation for emotional distress. *See Cummings v. Premier Rehab Keller, P.L.L.C.*, 141 S. Ct. 659, 208 L. Ed. 2d 269 (2020). On April 28, 2022, the United States Supreme Court held emotional distress damages are not recoverable in private actions to enforce the anti-discrimination provisions under the Rehabilitation Act of 1973. *Id.*, 142 S. Ct. 1562 (2022). Thus, compensatory damages are only available for the Representative Plaintiffs and those members of the Class that can prove physical damage to their respective mobility devices or personal injuries as a result of the City's acts and omissions relating to its pedestrian rights-of-way, a significant fact that favors approval of the settlement. *See, In re Southwest Airlines Voucher Litig.*, No. 11-cv-8176, 2013 WL 4510197, at *7 (N.D. Ill. Aug. 26, 2013) ("In considering the strength of plaintiffs' case, legal uncertainties at the time of settlement favor approval."). Having to demonstrate physical damage to their respective mobility devices or physical injuries sustained would require individual inquiries which would considerably lengthen the trial and add significantly to its expense.

While the Representative Plaintiffs maintain that Defendants have more to lose at trial and face more risks, warranting the material injunctive and monetary recovery the Representative Plaintiffs have achieved in this proposed settlement, but nonetheless acknowledge that the settlement now reduces risk to themselves and the Class Members.

2. Further litigation will be protracted and expensive.

Preliminary approval is also favored because "[s]ettlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation." *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011). As explained above, there is significant risk that even if the Plaintiffs prevail in their claims that the scope of relief obtained through litigation may be significantly less than what the Parties have now negotiated.

Continued litigation would be lengthy, very expensive and involve extensive motion practice, including motions for summary judgment in various pretrial motions, as well as extensive fact and expert discovery including the preparation of expert reports, expert depositions and *Daubert* motions. While still very early in the discovery process, combined, Class Counsel have invested over 1,800 hours in this litigation thus far, with fees in excess of \$800,000. *See Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (“[C]lass action suits have a well-deserved reputation as being most complex.”). Continuing with litigation, going through trial, Class Counsel estimates that the fees will likely exceed twice the amount incurred thus far.

In addition, the case will likely not be ready for trial until late 2024. Representative Plaintiffs have identified over 15 former and current city officials, third-party auditors, and others whose depositions will be taken. The City will require taking the depositions of the six Representative Plaintiffs, and likely the 35 Declarants. And then there are experts whose depositions will be required. Even if the Class recovered judgment at trial in excess of the amounts negotiated here, there is the risk of the City filing posttrial motions and an appeal that would deprive the Class of recovery for years, and possibly forever in the event of a reversal.

Representative Plaintiffs have achieved a substantial and meaningful relief for the entire Class in the very early stages of this litigation. The City has agreed to an enormous undertaking to address public rights-of-way throughout the entirety of the City. *See Lane v. Facebook, Inc.*, 696 F.3d 811, 820 (9th Cir. 2012) (“the immediate benefits represented by the Settlement outweighed the possibility—perhaps remote—of obtaining a better result at trial”); *In re Netflix Privacy Litig.*, No. 5:11-cv-00379 EJD, 2013 WL 1120801, at *5 (N.D. Cal. Mar. 18, 2013) (determining that the settlement was fair, adequate and reasonable when the calculation of the value of the case took into account the time value of money).

3. Class Counsel are competent, well-informed, and experienced in a strongly endorse the Settlement.

The third factor examines the opinion of competent counsel as to whether a proposed settlement is fair, reasonable, and adequate. *Isby*, 75 F.3d at 1200. In assessing the qualifications of counsel under this factor, a court may rely upon declarations submitted by class counsel as well as its own observations of class counsel during the litigation. *Id.* This Court appointed Mr. Gallegos, Ms. Sender, and Mr. Reardon as Class Counsel in recognition of their significant experience in civil rights cases, complex litigation, and good judgment. Each of these attorneys can attest that the negotiations were difficult and complex, and like any settlement, involved concessions on both sides that were necessary to make a final agreement possible. Each of the Class Counsel unanimously endorse the settlement and strongly recommended its approval. *See Exhibits C – E* hereto, Declarations of Attorneys Gallegos, Sender, and Reardon, respectively.

Accordingly, the third *Isby* factor weighs in favor of finding the Settlement fair, reasonable and adequate. *See, e.g., McKinnie v. JP Morgan Chase Bank, N.A.*, 678 F. Supp. 2d 806, 812 (E.D. Wis. 2009) (that “counsel endorses the settlement and it was achieved after arms-length negotiations facilitated by a mediator . . . suggest that the settlement is fair and merits final approval.”); *see also In re Mexico Money Transfer Litig.*, 164 F. Supp. 2d 1002, 1020 (N.D. Ill. 2000) (placing “significant weight on the . . . strong endorsement of [this] settlement” by a “well-respected” attorney).

4. Settlement was reached in the early stages of the proceedings with minimal but meaningful discovery completed.

The last *Isby* factor concerns the stage of the proceedings and the amount of discovery completed at the time the settlement is reached. *Synfuel*, 463 F.3d at 653. This factor “indicates

how fully the district court and counsel are able to evaluate the merits of plaintiffs' claims." *Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, No. 07 C 2898, 2011 WL 3290302 (N.D. Ill. July 26, 2011) (quoting *Armstrong*, 616 F.2d at 325) (internal quotations omitted).

The proposed settlement was reached after nearly 3 years of litigation, and it is informed by Class Counsel's investigation and its expert's analysis of the conditions of the City's public rights-of-way. Armed with this information, Representative Plaintiffs and their counsel had "a clear view of the strength and weaknesses" of the case and were in a strong position to negotiate a fair, reasonable and adequate settlement. *In re Warner Commc'ns Sec. Litig.*, 618 F. Supp. 735, 745 (S.D.N.Y. 1985), *aff'd* 798 F.2d 35 (2d Cir. 1986).

Mediation before Magistrate Judge Hawley was also hard-fought. The parties engaged in two rounds of mediation, 30 days apart, to reach a monetary settlement, having previously agreed on the overwhelming majority of the terms of the injunctive relief. That settlement was only possible because of Class Counsel's in-depth analysis of what would be required of the City to comply with its federal nondiscrimination mandates public rights-of-way and their fully informed factual background of the issues gleaned in discovery.

While no depositions have yet to be taken, written discovery has been exchanged and has been extensive. In addition, Class Counsel conducted extensive informational investigations in the City, meeting with putative class members to learn of their experiences, obtained declarations from over 40 putative class members in support of its motion for class certification, surveyed portions of the City's public rights-of-way on its own and analyzed results of its engineering expert's survey and assessment of the conditions of the City's public rights-of-way. Accordingly, Class Counsel confirms that the settlement achieved and well surpassed all tests for fairness, reasonableness, and adequacy.

As the Settlement is “the product of arm’s length negotiations, sufficient discovery has been taken to allow the parties and the court to act intelligently, and counsel involved are competent and experienced,” the Court may presume the settlement to be fair, adequate, and reasonable. H. Newberg, A. Conte, *Newberg on Class Actions* § 11.41 (4th ed. 2002).³

Accordingly, the final factor weighs in favor of finding the Settlement embodied in the Consent Decree as fair, reasonable and adequate.

C. The proposed class notice plan provides the best practicable notice and does so in an easily understood format and is nearly identical to the notice plan previously approved by the Court.

Fed. R. Civ. P. 23(c)(2)(B) requires the “best notice that is practicable under the circumstances, including individual notice to all members who can be identified through

³ See also, e.g., *Fox v. Asset Acceptance, LLC*, No. CV 14-734-GW(FFMx), 2015 U.S. Dist. LEXIS 193865, at *23 (C.D. Cal. Aug. 17, 2015) (“At this point, the parties have participated in multiple mediations and Plaintiff has conducted additional confirmatory discovery — before reaching this Settlement. . . . Such discovery supports a finding of fairness.”); *Lo v. Oxnard European Motors, LLC*, No. 11CV1009 JLS (MDD), 2011 U.S. Dist. LEXIS 144490, at *17-18 (S.D. Cal. Dec. 15, 2011) (Finding settlement fair, reasonable, and adequate when reached upon “only . . . limited confirmatory discovery” because the parties determined they had exchanged sufficient information to make an informed decision; the parties’ counsel were well versed in class action litigation and the subject matter underlying the case; and the disputed issues were legal, not factual, such that extensive discovery may not have been required.); *Kline v. Dymatize Enters., LLC*, No. 15-CV-2348-AJB-RBB, 2016 U.S. Dist. LEXIS 142774, at *14-15 (S.D. Cal. Oct. 13, 2016) (The “time and effort” associated with post-settlement and post-mediation negotiations, confirmatory discovery, and informal discovery “militate in favor of preliminary approval.”); *Simerlein v. Toyota Motor Corp.*, No. 3:17-cv-1091 (VAB), 2019 U.S. Dist. LEXIS 96742, at *59-61 (D. Conn. June 10, 2019) (Finding plaintiffs “gained a sufficient understanding of their case such that they have had an opportunity to evaluate the strengths and weaknesses of their claims as well as the adequacy of settlement” even though “Class Counsel only completed informal and confirmatory discovery and had not yet adjudicated pending motions to dismiss. . . .”); *In re Nissan Radiator*, No. 10 CV 7493 (VB), 2013 U.S. Dist. LEXIS 116720, at *13-14 (S.D.N.Y. May 30, 2013) (“[T]he settlement agreement is the product of extensive, arm's-length negotiations by parties represented by experienced and talented counsel with expertise in these types of cases. Additionally, although settlement was reached before extensive merits discovery, plaintiffs conducted an investigation prior to commencing the action, retained experts, and engaged in confirmatory discovery in support of the proposed settlement. . . . Therefore, the Court believes the settlement is the result of serious, informed, and non-collusive negotiations.”).

reasonable effort.” While actual individual notice may be the ideal, due process does not always require it. See *Mirfasihi v. Fleet Mortgage Corp.*, 356 F.3d 781, 786 (7th Cir.2004) (rejecting requirement of individual notice); *Juris v. Inamed Corp.*, 685 F.3d 1294, 1321 (11th Cir.2012) (noting that “even in Rule 23(b)(3) class actions, due process does not require that class members actually receive notice” and collecting cases); accord, *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12, 105 S.Ct. 2965, 86 L.Ed.2d 628 (1985); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314–15, 70 S.Ct. 652, 94 L.Ed. 865 (1950).

On July 6, 2021, the Court approved Plaintiffs’ Amended Proposed Plan for Notice to the Class, to inform potential Class Members of the Court’s certification of the action as a class action and of their rights to opt out of the class [Doc. #54]. On July 7, 2021, the Parties filed a Joint Motion for Settlement Conference and Stay of Proceedings, (Doc. #55), which the Court approved on July 8, 2021, and therefore that approved Plan for Notice to the Class was not effectuated.

As set forth in Representative Plaintiffs’ Memorandum of Proposed Plan of Notice, filed contemporaneously herewith, the Notice Plan is nearly identical to that previously approved by the Court, with the exception of Simpluris (“Simpluris”), a California-based corporate third-party claims administrator, will act as the Settlement Administrator responsible for implementing the four components of the Notice Plan: (1) direct notice to all reasonably identifiable Class Members; (2) notice by publication; (3) informational postings; and (4) website posting. In addition, Simpluris shall administer the settlement fund and process all claims submitted by the Class Members.

Accordingly, Representative Plaintiffs respectfully request that the proposed Notice Plan be approved, together with the Class Notices and Claim Form.

D. The Court should schedule a fairness hearing to finally approve the settlement.

Finally, the last step in the settlement approval process after completion of the Notice Program will be a Final Approval Hearing to consider fairness, reasonableness, and adequacy of the proposed Consent Decree, and to determine the reasonableness of the requested attorneys' fee, expense and service awards. Representative Plaintiffs, contemporaneously herewith, have submitted a proposed order containing a proposed schedule of events for the Court's consideration before the hearing on the instant motion. A draft proposed form of the Final Order Approving the Class Action Settlement is attached hereto as **Exhibit F** hereto.

CONCLUSION

For the foregoing reasons, Representative Plaintiffs and the Defendants respectfully request that the Court grant this joint motion in its entirety and enter an order (i) granting preliminary approval of the Consent Decree; (ii) appointing Simpluris as the Settlement Administrator; (iii) approving the Notice Plan and the forms identified therein; (iv) scheduling a fairness hearing; (v) establishing deadlines for the filing of objections to the proposed settlement contemplated by the Consent Decree and requests for exclusion; and (vi) establishing a schedule for the performance of certain actions contemplated herein.

Dated: June __, 2022

Respectfully Submitted,

By: _____
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Dated: June __, 2022

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Exhibit D - Preliminary Approval Order

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz; Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, *as*)
the parent and next friend of ML, a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Plaintiffs,)

v.)

City of Pekin, Illinois, a municipal corporation;)
Mark Rothert, *in his official capacity as the Pekin*)
City Manager; John McCabe, John P. Abel,)
Michael Garrison, Mark Luft, Lloyd Orrick,)
Michael Ritchason and Jim Schramm, *in their*)
official capacities as Council Members for the City)
of Pekin,)

Case No. 1:18-cv-01438

Defendants.

ORDER

The Parties have applied to the Court for an order preliminarily approving the settlement of this action in accord with the Proposed Consent Decree (“Consent Decree”), which sets forth the terms and conditions of the proposed settlement and dismissal of the action with prejudice, with the Court retaining jurisdiction to enforce the Consent Decree throughout its term. Having read the papers submitted and carefully considered the arguments of relevant legal authority, and good cause appearing, the court GRANTS the Parties’ Joint Motion for Preliminary Approval of Class Action Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court hereby preliminarily approves the Consent Decree. The Court finds on a preliminary basis that the Consent Decree is fair, adequate and reasonable to all potential Class Members. It further appears to the Court that the settlement at this time will avoid substantial additional cost to all Parties, as well as avoid the delay and risks presented by for the prosecution of issues either in the current or separate litigation proceedings which are addressed by the Consent Decree. It further appears that the Consent Decree has been reached as the result of good faith, prolonged, serious, and non-collusive arm's-length negotiations.

2. The Court hereby approves Simpluris, Inc., with its principal place of business at Costa Mesa, California, to serve as the Settlement Administrator.

3. The Court hereby approves, as to form and content, the proposed long notice form, short notice form, claim form and exclusion request form attached as exhibits to the Proposed Plan for Notice to the Class (the "Notice Plan"). The Court finds that the distribution of the notice in the manner and form set forth in the Notice Plan meets the requirements of due process and Federal Rules of Civil Procedure 23(c)(2) and 23(e). The Notice Plan includes a notice scheme that is the best practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Parties shall submit declarations to the Court as part of the Motion for the Final Approval of the Class Action Settlement confirming compliance with the notice provisions of the Notice Plan.

4. A hearing on final approval of the Consent Decree ("Fairness Hearing") shall be held before the Court on a date set by the Court, in Section 6.i. below, to determine all necessary matters concerning the Consent Decree, including whether the proposed Consent Decree's terms and conditions are fair, adequate, and reasonable, and whether the Consent Decree should receive

final approval by the Court, as well as to rule on Class Counsel's motion requesting an award of reasonable attorneys' fees, costs and expenses.

5. Any Class Member may object to the Consent Decree, no later than ninety (90) calendar days after the newspaper publication of the Settlement Notice (the "Objection Deadline"), in *The Journal Star*, by filing written objections with the Court, Class Counsel and Defense Counsel. Any Class Member may object to any aspect of the proposed Consent Decree either on his or her own or through an attorney hired at his or her expense. Any Class Member who wishes to object to the proposed Consent Decree may file a written statement of objection no later than the Objection Deadline. Such statement should include: (a) the name, address, and, if available, telephone number and email address of the Class Member objecting; (b) if represented by counsel, the name, address, telephone number and email address of his or her counsel; (c) a statement identifying the specific grounds for the Class Member's objections; and (d) a statement of whether his or her objection applies to the Class Member or the entire class. Any Class Member who wishes to object to the proposed Consent Decree may also present objections at the Fairness Hearing. The procedures and requirements for filing objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Members' objection to the Consent Decree, in accordance with due process rights of all Class Members. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out and enforce the terms and conditions of the Consent Decree and this Order, are hereby stayed. Additionally, the Court enjoins all Class Members from asserting or maintaining any claims to be released by the Consent Decree until the date of the Fairness Hearing.

Any Class Member may opt-out of the settlement by completing and executing an Exclusion Request Form attached as an exhibit to the Notice Plan. The opt-out period shall also be ninety (90)

calendar days from the initial date the notice of the class action and its settlement is published in *The Journal Star*.

6. In accordance with the above, the Court adopts the following schedule:

a. Within ten (10) calendar days after entry of the Order Granting Preliminary Approval, the Settlement Administrator shall mail the Long Notice Form, in the form of Exhibit A to the Notice Plan, together with the Claim Form and Exclusion Request Form, Exhibits C and D, respectively, to the Notice Plan, to each known potential Class Member and those that can be identified through reasonable means.

b. Within ten (10) calendar days after entry of the Order Granting Preliminary Approval, Class Counsel shall cause the Short Form Notice, in the form of Exhibit B to the Notice Plan, to be posted in the City and state governmental facilities and commercial establishments in the City of Pekin set forth in the Notice Plan.

c. Commencing within ten (10) calendar days after entry of the Order Granting Preliminary Approval, the City shall cause to be published the long notice form, in the form of Exhibit E to the Notice Plan, in *The Journal Star*, to appear three days per week (Mondays, Thursdays and Sundays) for the 12-week (90 day) duration of the opt out period.

d. Within fifteen (15) calendar days after entry of the Order Granting Preliminary Approval, the Settlement Administrator shall post on the case specific website established by the Settlement Administrator hyperlinks to the documents and forms identified in the Notice Plan.

e. Within fifteen (15) calendar days after entry of the Order Granting Preliminary Approval, Class Counsel shall request Advocates for Access Center for Independent

Living to post the Website Notice, in the form of Exhibit F to the Notice Plan, on its website, requesting that it be maintained on its website for ninety (90) calendar days.

f. Thirty-five (35) calendar days prior to the Objection Deadline, Plaintiffs shall file a Motion for an Award of Reasonable Attorneys' Fees, Expenses and Costs. The hearing on that Motion shall be concurrent with the Fairness Hearing.

g. Each Class Member shall be given a full opportunity to object to the proposed settlement and Class Counsel's request for an award of reasonable attorneys' fees, expenses and costs, and to participate at the Fairness Hearing. Any Class Member seeking to object to the proposed settlement may submit an objection to the Court in writing, via regular email or filed in person.

h. The Parties shall file a Joint Motion for Final Approval and may respond to objections, if any, no later than five (5) calendar days prior to the Fairness Hearing. On the same date, the Parties shall also file statements of compliance with notice requirements.

i. The Fairness Hearing shall be held on _____, 2022 at _____ a.m. in Courtroom ____ of the above referenced Court.

7. In the event the Court does not grant final approval to the settlement, or for any reason the Parties fail to obtain a Final Judgment and Order Approving Settlement as contemplated by the Consent Decree or the Consent Decree is terminated pursuant to its terms for any reason, or the Effective Date does not occur for any reason, then the Consent Decree and all orders and findings entered in connection with the Consent Decree and the settlement shall become null and void and be of no further force and effect whatsoever, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in this or any other proceeding.

8. This Order shall not be construed or used as an admission, concession or declaration by or against the City of any fault, wrongdoing, breach or liability. It shall not be deemed to be a stipulation as to the propriety of class certification, or any admission of fact or law regarding any request for class certification, and any other action or proceeding, whether or not involving the same or similar claims. Nor shall this Order be construed or used as an admission, concession or declaration by or against Plaintiffs or any other Class Members that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any Party of any defenses or claims he, she, or it may have in the action or in any other proceeding.

IT IS SO ORDERED.

Dated: _____

United States Magistrate Judge

Exhibit E - Final Approval Order

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz; Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, *as*)
the parent and next friend of ML, a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Plaintiffs,

v.

City of Pekin, Illinois, a municipal corporation;)
Mark Rothert, not individually, but in his official)
capacity as the Pekin City Manager; John)
McCabe, John P. Abel, Michael Garrison, Mark)
Luft, Lloyd Orrick, Michael Ritchason and Jim)
Schramm, not individually, but in their official)
capacities as Council Members for the City of)
Pekin,

Case No. 1:18-cv-01438

Defendants.

FINAL JUDGMENT AND ORDER APPROVING CLASS ACTION SETTLEMENT

WHEREAS, on _____ 2022, the Court held a hearing (the “Fairness Hearing”) to determine, among other things, whether the settlement in this action by the Defendants City of Pekin (the “City”), Mark Rothert, not individually, but in his official capacity as the Pekin City Manager; John McCabe, John P. Abel, Michael Garrison, Mark Luft, Lloyd Orrick, Michael Ritchason and Jim Schramm, not individually, but in their official capacities as Council Members for the City of Pekin (collectively, “Defendants”); and the Plaintiffs, Patricia Berardi, Robert Chriswell, Susan Kay Duvall, as the Executor of the Last Will and Testament of Alice Rose Mary Ortiz; Austin Calloway, Ellen Sunderland, and Lisa Lynch, as the parent and next friend of ML, a

minor child (collectively, “Representative Plaintiffs”) as set forth in the Consent Decree a copy of which is attached hereto as Exhibit 1 (the “Consent Decree”) is fair, reasonable and adequate, such that an Order of Final Approval should be issued and final judgment upon said Consent Decree should be entered by the Court;

WHEREAS, the Fairness Hearing was attended by the Parties, through their respective counsel of record in this action and by such other individuals and entities as set forth in the record of this matter; and

WHEREAS, the Court has issued its Order giving final approval to the Parties’ settlement as set forth in the Consent Decree after the Fairness Hearing.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment, adopts the terms and definitions set forth in the Consent Decree.
2. The Court has jurisdiction over the subject matter of this action, the Representative Plaintiffs, the Class, the Consent Decree, and the Defendants.
3. The Court finds that the notice to the Class Members of the pendency of this action and of the proposed settlement was disseminated by each of the means required under the Consent Decree and the Order of this Court, dated _____, 2022, and was otherwise fully implemented.
4. The Court finds that such notice to the Class Members, as ordered and implemented, was reasonably calculated under circumstances to apprise the Class Members of the pendency of this action, all material elements of the proposed settlement, and their opportunity (a) to submit written objections to the settlement, and (b) to appear at the Fairness Hearing to object to or comment on the settlement. The Notice of Settlement was reasonable and best notice

practicable to all Class Members and complied with the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules. A full and fair opportunity has been afforded to members of the Class to participate during the Fairness Hearing, and all other persons wishing to be heard have been heard. Accordingly, the Court determines that all members of the Class, as set forth below, are bound by this Judgment.

5. On April 19, 2021, the Court certified the Class, appointed the Representative Plaintiffs as representatives of the Class, and appointed the following counsel as Class Counsel to represent the Class Members: (i) Andrés J. Gallegos and Jennifer M. Sender with Robbins DiMonte, Ltd., formerly Robbins, Salomon & Patt, Ltd.; and (ii) Attorney Carl Reardon.

6. The Court finds that the Class continues to meet the requirements for class certification under the Federal Rules for Civil Procedure and all other applicable laws and rules. In particular, the Court finds that: (a) joinder of the Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers; (b) there are questions of law and fact common to the Class; (c) Representative Plaintiffs' claims are typical of the claims of the Class that they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Class and will continue to do so; (e) Plaintiffs and the Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting class actions, including those involving the sorts of practices alleged in the Complaint; and (f) the City acted or refused to act on grounds that apply to the Class, so that the final declaratory and injunctive relief is appropriate to the Class.

7. The Court grants final approval to the settlement set forth in the Consent Decree and finds that it is fair, reasonable, adequate and in the best interests of the Class as a whole. The

Court grants final approval of the release of the Defendants from the Release Claims as set forth in the Consent Decree.

8. The Court further finds that the City's Annual Monetary Commitment, which requires the City to appropriate such funds for the first three fiscal years immediately following the effective date of the Consent Decree for use exclusively toward the construction and the remediation required of the sidewalks, curb cuts, crosswalks and pedestrian ramps and all work related thereto as contemplated by the Consent Decree is proper and reasonably calculated based on available information to maintain and ensure accessibility of pedestrian rights-of-way located in the City of Pekin to persons with Mobility Disabilities. Accordingly, the settlement shall be consummated in accordance with the terms and conditions of the Consent Decree.

9. As required by the Consent Decree, the Court will establish the "term" of the Consent Decree after the engineering consultant completes the Updated Transition Plan.

10. Objections to the settlement are overruled for the reasons explained in the Court's accompanying findings.

11. The Class Representatives and the Class Members (and their respective heirs, assigns, successors, executors, administrators, agents and representatives) are conclusively deemed to have released and forever discharge the Defendants from all Released Claims as set forth in the Consent Decree. All Class Members are bound by this Judgment.

12. The Court approves Class Counsels' request for attorneys' fees and expenses, finding the amounts request to be reasonable.

13. The benefits described in the Consent Decree are the only consideration, fees, costs and expenses that the City shall be obligated to give to any party or entity, including without limitation the Class Representatives, the Class Members, and Class Counsel in connection with

the claims released in the Consent Decree and/or the payment of attorneys' fees, costs and expenses in this action.

14. The Consent Decree and this Judgment are not admissions of liability or fault by the City, or a finding of the validity of any claims in this action or of any wrongdoing or violation of law by the City. The Consent Decree is not a concession by the Parties and, to the fullest extent permitted by law, neither this Judgment, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding to establish any liability of, or admission by the City.

15. Notwithstanding the foregoing, nothing in this Judgment shall be interpreted to prohibit the use of this Judgment to consummate or enforce the Consent Decree or Judgment, or to defend against the assertion of Release Claims in any other proceeding, or as otherwise required by law.

16. In accordance with the terms of the Consent Decree, which is attached hereto, the Court reserves exclusive and continuing jurisdiction over the Representative Plaintiffs, the Class Members, the Defendants and the Consent Decree throughout the term of the Consent Decree, for the sole purpose of supervising the implementation, enforcement, construction, and interpretation of the Consent Decree and this Judgment. In that regard, any challenges to the Consent Decree's terms or implementation, whether under state or federal law, shall be subject to the exclusive and continuing jurisdiction of this Court.

IT IS SO ORDERED.

Dated: _____

United States Magistrate Judge

Exhibit B - Notice Plan

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz; Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, *as*)
the parent and next friend of ML, a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Plaintiffs,)

v.)

City of Pekin, Illinois, a municipal corporation;)
Mark Rothert, *in his official capacity as the Pekin*)
City Manager; John McCabe, John P. Abel,)
Michael Garrison, Mark Luft, Lloyd Orrick,)
Michael Ritchason and Jim Schramm, *in their*)
official capacities as Council Members for the City)
of Pekin,)

Case No. 1:18-cv-01438

Defendants.

**PLAINTIFFS' PROPOSED PLAN FOR NOTICE
TO THE CLASS AND SUPPORTING MEMORANDUM**

EXHIBITS

- A Long Notice Form
- B Short Notice Form
- C Claim Form
- D Exclusion Form
- E Newspaper Announcement
- F Website Notice

I. INTRODUCTION

On April 19, 2021, the Court certified a class in this lawsuit [Doc. #47]. The Court certified the following Class:

“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.”

The Court certified the class as a hybrid class under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3).

On July 6, 2021, the Court approved Plaintiffs’ Amended Proposed Plan for Notice to the Class, to inform potential Class Members of the Court’s certification of the action as a class action and of their rights to opt out of the class [Doc. #54].

On July 8, 2021, the Court approved the Parties’ Joint Motion for Settlement Conference and stayed the proceedings pending the settlement conference. The Parties engaged in settlement conferences before Magistrate Judge Jonathan E. Hawley on September 13, 2021 and on October 13, 2021, all the while the stay in the proceedings remained in effect, the latter settlement conference resulting in the Parties’ reaching a tentative agreement as to monetary terms of a settlement. The Parties’ having since reached agreement on the nonmonetary terms of the settlement, hereby propose the following notice plan to inform the Class Members of the proposed settlement and their rights and options as Class Members. The proposed notice plan is substantially similar to the notice plan previously approved by the Court when notice to the Class of the Court’s certification of the action as a class action and of their opt out rights were contemplated.

Rule 23(c)(2)(B) requires the “best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.”

While actual individual notice may be the ideal, due process does not always require it. See *Mirfasihi v. Fleet Mortgage Corp.*, 356 F.3d 781, 786 (7th Cir.2004) (rejecting requirement of individual notice); *Juris v. Inamed Corp.*, 685 F.3d 1294, 1321 (11th Cir.2012) (noting that “even in Rule 23(b)(3) class actions, due process does not require that class members actually receive notice” and collecting cases); accord, *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12, 105 S.Ct. 2965, 86 L.Ed.2d 628 (1985); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314–15, 70 S.Ct. 652, 94 L.Ed. 865 (1950).

When class members' names and addresses are known or knowable with reasonable effort, notice can be accomplished by first-class mail. See, e.g., *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174–75, 94 S.Ct. 2140, 40 L.Ed.2d 732 (1974). When that is not possible, courts may use alternative means such as notice through third parties, paid advertising, and/or posting in places frequented by class members, all without offending due process. See *Hughes v. Kore of Indiana Enterprise, Inc.*, 731 F.3d 672, 676–77 (7th Cir. 2013). As long as the alternative means satisfy the standard of Rule 23(b)(3), there is no due process violation. See, e.g., *Boundas v. Abercrombie & Fitch Stores, Inc.*, 280 F.R.D. 408, 418 (N.D.Ill. 2012). Courts have routinely held that when reasonable effort would not suffice to identify the class members, notice by publication, imperfect though it is, may be substituted. *Juris v. Inamed Corp.*, 685 F.3d 1294, 1321 (11th Cir.2012); Federal Judicial Center, *Manual for Complex Litigation* § 21.311, pp. 287–88 (4th ed.2004).

In *Hughes v. Kore of Indiana Enterprise, Inc.*, 731 F.3d 672, 676–77 (7th Cir. 2013), where each plaintiff's claim was valued at approximately \$1,000 or less, the court approved a notice plan consisting of sticker notices on the defendant's two ATMs, publication of a notice in the primary local newspaper, and notice on a website. *Hughes*, 731 F.3d at 676–77. In *Hughes*, the

court did not insist on first-class mail even though the notice plan likely would not reach everyone in the class, because the notice plan was “commensurate with the stakes.” *Id.* at 676. Courts have routinely held that when reasonable effort would not suffice to identify the class members, notice by publication, imperfect though it is, may be substituted. *Juris v. Inamed Corp.*, 685 F.3d 1294, 1321 (11th Cir.2012); Federal Judicial Center, *Manual for Complex Litigation* § 21.311, pp. 287–88 (4th ed.2004).

On July 6, 2021, the Court approved Plaintiffs’ Amended Proposed Plan for Notice to the Class, to inform potential Class Members of the Court’s certification of the action as a class action and of their rights to opt out of the class [Doc. #54].

On July 8, 2021, the Court approved the Parties’ Joint Motion for Settlement Conference and stayed the proceedings pending the settlement conference. The Parties engaged in settlement conferences before Magistrate Judge Jonathan E. Hawley on September 13, 2021 and on October 13, 2021, all the while the stay in the proceedings remained in effect, the latter settlement conference resulting in the Parties’ reaching a tentative agreement as to monetary terms of a settlement. The Parties’ having since reached agreement on the nonmonetary terms of the settlement, hereby propose the following notice plan to inform the Class Members of the proposed settlement and their rights and options as Class Members. The proposed notice plan is substantially similar to the notice plan previously approved by the Court when notice to the Class of the Court’s certification of the action as a class action and of their opt out rights were contemplated.

II. PROPOSED NOTICE PLAN

A. The Notice Program

Pending this Court’s approval, Simpluris (“Simpluris”) with its principal place of business in Costa Mesa, California, will serve as the Settlement Administrator, and will be responsible for

administering the Notice Program. The Notice Program consists of four different components: (1) Direct Notice; (2) Notice by Publication; (3) Informational Postings and (4) Website Posting. Simpluris has significant experience acting as settlement and claims administrators in similar actions. The City will bear the costs of the Notice Program.

The forms of the notice distributed in the Notice Program will include a Long Form and a Short Form. A copy of the proposed Long Notice Form is attached as **Exhibit A**, hereto and a copy of the proposed Short Notice Form is attached as **Exhibit B**, hereto. The proposed Long Form and Short Form follow the sample notices published at the Federal Judicial Center, <https://www.fjc.gov/sites/default/files/2016/ClaAct11.pdf> and include the following in design elements:

- Designed using page-layout techniques (e.g., headlines) to command class members' attention;
- Carry all of the information required by Rule 23;
- Are written in clear, concise, easily understood, non-legal language;
- The long form uses topic headings in question form, with a detailed table of contents; and rearranges materials to correspond more exactly with section headings, and uses the personal "you" rather than third-person references to "claimants."
- Contains sufficient information for a class member to make an informed decision;
- Avoid redundancy and unnecessary details.

Further, to avoid the appearance of junk mail, Simpluris proposes sending the direct notice in standard white, flat envelopes with the return address including the title "City of Pekin Settlement Administrator," with its address at PO Box 25225, Santa Ana, CA 92799. The envelope shall include a line stating: "Notice to Pekin, Illinois, citizens with a mobility disability from December 11, 2016, to December 11, 2018."

B. Direct Mail – Long Notice Form

The primary form of notice is by direct mail. According to statistics published by the United States Census Bureau, based on the 2019 census, only 2% of the population of the City of Pekin speak a language other than English.¹ Accordingly, the notice forms will be disseminated only in English. Plaintiffs will bear the costs of the direct notice.

Direct Notices will be sent to the following individuals:

1. The 41 named plaintiffs' and Class member declarants' residential addresses that are currently known.
2. Residents of the three Pekin Housing Authority rental buildings. Class Counsel will compile addresses for all of the rental units in those rental buildings. There are 196 rental units in the Pekin Housing Authority buildings. <https://www.pekinhousingauthority.com/properties/>
3. Class Counsel will compile addresses for all of the rental units of the seven HUD-managed rental properties in Pekin.² These buildings in total house 726 rental units. <https://resources.hud.gov/>
4. Residents who have applied to the City of Pekin for and received handicapped parking spots in front of their residences. Class Counsel has obtained the names and addresses from the Defendants of all residents who have requested handicapped parking in front of their homes.
5. Class Counsel shall cause to be obtained a mailing list from Advocates for Access Center for Independent Living for its consumers and cause Simpluris to mail long notices to each address on the Advocates for Access mailing list.
6. Residents who have ramped entrances to their homes. Class Counsel will obtain the addresses of any homes with visible ramped entrances identified by a Google Map search of Pekin conducted by Class Counsel. Class Counsel shall provide those addresses to Simpluris to mail long notices to each of those identified residence.

¹ <https://www.census.gov/quickfacts/pekincityillinois>

² Court Place Apartments, 230 Court Street; Willow Oaks Apartments, 1225 Florence Avenue; Brookmeadows, 2315 Broadway; UAW Senior Citizens Center, 44 S. Broadway; Valle Vista Apartments, 1410 Valle Vista Blvd.; Prairie View Villas, 3246 Vandever Avenue; and Sunset Hill, 1825 Vienna Court, which are all located within the city limits of Pekin.

6. Residents of private assisted living and independent living facilities located in Pekin, including John M. Evans (looks like 76 units), Morningside of Pekin (61 units), and The Villas of Holly Brook (40 units). Class Counsel obtained information regarding the number of units at each facility from information on the websites or direct communication with the respective facility. Class counsel will compile addresses for all of the units in those facilities to provide to Simpluris for the mailing of long notices.

The Settlement Administrator will mail the long notice form, together with the Claim Form and Exclusion Request Form, attached hereto as **Exhibits C and D** respectively, to the identified residential addresses via United States Post Service first class mail. For any direct mail notices that are returned as undeliverable, the Settlement Administrator will trace for new addresses and resend the notices. The Settlement Administrator will also send out notices to any requests for notices received through requests received telephonically, via electronic mail or postal mail.

According to HUD statistics, 63% of households in the Midwest that are tenants (versus owners) and in the low income and below levels (low income, very low income, and extremely low income)³ have one household member with an ambulatory disability.⁴ Based on that data, it can be reasonably assumed that of the total 922 rental units in the HUD housing and Pekin Housing Authority buildings in Pekin, a minimum of 580 persons with mobility disabilities would receive direct mailed notice of the Class.

Further, according to HUD data, 21% of persons over the age of 65 years old have an ambulatory disability.⁵ Accordingly, direct mailed notice to the 177 units of the privately owned

³ Most HUD programs base eligibility on these thresholds of income. *CHAS Affordability Analysis*, at page 3. https://www.huduser.gov/publications/pdf/CHAS_affordability_Analysis.pdf

⁴ *A Picture of Disability and Designated Housing*, U.S. Department of Housing and Urban Development, March 6, 2015, p. 15, Table 4, “Percentage of households with at least one disabled person by type of disability, tenure status, and household income as a percent of HAMFI” https://www.huduser.gov/portal/sites/default/files/pdf/mdrt_disability_designated_housing.pdf

⁵ 2019 Profile of Older Americans by the Administration on Aging, part of the Administration for

assisted/independent living facilities in Pekin, will conservatively provide notice to an additional 17 – 26 class member, assuming there may be residents in those units under 65 years old and do not have mobility disabilities.

Based on HUD statistics of age and mobility disability, direct mail notice to the HUD housing apartments, Pekin Housing Authority apartments and the private assisted/independent living facilities in Pekin, will result in providing notice to approximately 597 members of the Class. With the addition of the 41 known class members, direct mail notice should reach the 100% of the estimated 600 class members which Class Counsel conservatively calculated based on the same statistics. Even with a margin of error of 20%, the direct notice plan would reach 80% of the class.

This proposed direct mail notice plan is conducive to reaching demographics of the class. As the aforementioned HUD data demonstrates, the largest concentration of persons with mobility disabilities is among households that are tenants with low incomes. The proposed notice plan concentrates on HUD and Pekin Public Authority rental housing. Further, by mailing the notice directly to each rental unit address, rather than a specific occupant, the Notice Plan avoids challenges of inaccurate addresses, outdated addresses, and mobility.

The notice form will also be posted on the class litigation website maintained by Simpluris, at the hyperlink: CityofPekinRightofWaySettlement.com.

C. Informational Posting – Short Notice Form

Community Living, an operating division of the U.S. Department of Health and Human Services, page 19.
<https://acl.gov/sites/default/files/Aging%20and%20Disability%20in%20America/2019ProfileOlderAmericans508.pdf>

A short form of the notice will be used to post at certain city, county and state governmental facilities and commercial establishments in the City of Pekin where it is anticipated that Class Members will have the opportunity to view. Class Counsel proposes posting the short notice in various locations at the following establishments: Pekin City Hall; the Pekin Library; the Pekin Post Office; the Illinois Department of Employment Security, Pekin; Tazewell County Court Administration Building; Tazewell County Clerk; Housing Authority of the City of Pekin Administrative Office; Pekin Housing Authority rental buildings including Broadway Apartments, 1901 Broadway Street; Golden Arms Apartments, 343 South 4th Street; Park Ridge Estates, 201 High Point Lane; and HUD-managed rental properties in Pekin including Court Place Apartments, 230 Court Street; Willow Oaks Apartments, 1225 Florence Avenue; Brookmeadows, 2315 Broadway; UAW Senior Citizens Center, 44 S. Broadway; Valle Vista Apartments, 1410 Valle Vista Blvd.; Prairie View Villas, 3246 Vandever Avenue; and Sunset Hill, 1825 Vienna Court. In addition, the Settlement Administrator shall request that the short form notice shall be posted at various locations in the following private establishments which, based on information and belief, persons with disabilities frequent: Unity Point Health – Pekin Hospital, 600 S. 13th St.; Schnucks, 1001 Court Street; Kroger, 1607 Broadway Street; ALDI, 3475 Court Street; Walmart, 3320 Veterans Drive; BP, 111 N. Capitol Street and 435 Derby Street; and Circle K, 111 N. Capitol Street. In addition, the Class Counsel shall request that the short form of the notice shall also be posted at the following nursing homes and assisted living facilities in Pekin: Hallmark House Nursing Center, 2501 Allentown Road; Timber Creek Rehab & Health Care, 2220 State Street; John M. Evans Supported Living Community, 1320 Executive Court; John Evans Living Center, 328 S. 4th Street; Grand Victorian of Pekin, 2700 14th Street; Morningside of Pekin, 2700 14th Street; Pekin Manor, 1520 El Camino Drive; and Amy’s Country Manor, 2949 S. 14th St.

D. Publication

Because there is no reasonable method to identify the residential addresses of all Class Members, Plaintiffs propose publication of a notice in local publications. Plaintiffs propose publication in *The Journal Star* which, upon information and belief, has a circulation of 70,000 daily and 100,000 on Sundays.⁶ Plaintiffs propose publication of a 1/6th page notice, 3 columns, measuring 3.002" by 5", three days per week (Mondays, Thursdays and Sundays) for the 12-week (90 day) duration of the opt out period. A copy of the proposed newspaper notice is attached hereto as **Exhibit E**.

E. Website Notice.

Simpluris has established a dedicated webpage at hyperlink: CityofPekinRightofWaySettlement.com as a means for Class Members to obtain notice of and information about the lawsuit. The website will include hyperlinks to the Amended Complaint, Defendants' Answer and Affirmative Defenses, the Court's Order and Opinion on the Plaintiffs' Motion for Class Certification and Defendants' Motion to Dismiss, the Long-Form Notice, the Short-Form Notice, Exclusion Request Form, the Claim Form and other such documents as Simpluris, Class Counsel and counsel for Defendants agree to post or that the Court orders be posted on the website. These documents will remain on the website at least until entry of the Final Judgment or Order. The website will also publish a toll-free telephone number for inquiries: 855-238-2675.

In addition, Class Counsel has requested that Advocates for Access, a center for independent living in Peoria Heights, Illinois, and Advocates for Access has agreed, to post

⁶ <https://www.ihsa.org/data/media/illdaily.htm>

information contained in the website notice, **Exhibit F** hereto, on its website, <http://advocatesforaccess.com/>. Advocates for Access is a nonprofit organization, empowering persons with disabilities to live independent self-directed lives and provides housing referral, community reintegration and other independent living services to persons with disabilities in Tazewell County in addition to other surrounding counties.

G. Settlement Administrator

1. Pending this Court's approval, Simpluris shall serve as the Settlement Administrator. Simpluris (<https://www.simpluris.com/>) has been performing comprehensive corporate, financial and legal services across the United States for longer than 14 years. Since 2007, Simpluris has administered over 6,000 matters and distributed over 5 billion in funds. From class action settlement to corporate remediation, its nationwide team handles even the most complex matters with the accuracy and transparency.

2. In this case, the Parties propose that the Settlement Administrator's responsibilities shall include (but are not necessarily limited to):

- obtaining, with the assistance of Class Counsel, as proposed *supra*, the residential addresses of identifiable Class Members and other residents to which direct notice will be mailed;
- providing U.S. Mail Notice to Class Members and residents who may be members of the Class;
- providing, as proposed *supra*, notice to *The Journal Star* for publication within the notice period;
- establishing and maintaining the lawsuit webpage on the Simpluris' website;
- establishing and maintaining a mailing address for receiving Exclusion Request Forms from the Class and Claims;
- processing all requests for Exclusion Request Forms, Claims and providing reports of the identity of opt-outs (if any) to the Parties;

- responding to any Class Member/potential Class Member Inquiries; and
- at a reasonable time upon the expiration of the notice period, informing the Parties and the Court the identifies of each Class Member who timely and properly requested exclusion from the Class.

H. Opt-Out Procedures

Class Members who do not wish to participate in the Class may opt-out of the lawsuit by sending the Exclusion Request Form, **Exhibit D** hereto, to the Settlement Administrator at the address designated in the form. Plaintiffs propose that the opt-out period be 90 calendar days from the initial date the notice of the class action and its settlement is published in *The Journal Star*. Class Members who timely opt-out of the Class will preserve their rights to individually pursue any claims they may have against Defendants, subject to any defenses that Defendants may have against those claims. A Class Member must opt-out of the Class by the opt-out period. The Settlement Administrator will communicate any opt-out requests to Class Counsel and Defendants, who will in turn report them to the Court.

III. CONCLUSION

Plaintiffs respectfully request that this Court approve the elements of this Notice Plan as the elements represent the best notice that is practicable under the circumstances. Plaintiffs have identified reasonable methods to identify Class Members to whom direct notice can be provided and methods that are reasonably calculated to provide Notice to unknown Class Members.

Date: _____, 2022.

Respectfully submitted,

/s/ Jennifer M. Sender

Jennifer M. Sender (ARDC No. 6207774)

Andrés J. Gallegos (ARDC No. 6212168)

ROBBINS DIMONTE, LTD.

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/s/ Carl Reardon

CARL F. REARDON (ARDC No. 2295725)

Attorney for Plaintiffs

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East Peoria, IL 61611

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Counsel for the Class

Exhibit A - Long Notice Form

IF YOU ARE A PERSON WITH A MOBILITY DISABILITY RESIDING IN THE CITY OF PEKIN FROM DECEMBER 11, 2016 THROUGH DECEMBER 11, 2018, YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

- Residents of the City of Pekin with mobility disabilities have sued the City of Pekin alleging discrimination for the City's failure to provide safe sidewalks, curb cuts and other pedestrian rights-of-way.
- The Court has allowed the lawsuit to be a class action on behalf of all persons with mobility disabilities who were residents of the City of Pekin from December 11, 2016 through December 11, 2018, who were denied meaningful access to public pedestrian rights-of-way in the City during that timeframe.
- The Court has granted preliminary approval to a settlement between the parties. You may be eligible for money. Your legal rights are affected, whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against the City of Pekin about the claims in this case.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to give final approve the settlement. Payment will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

Any questions? Read on and visit www.CityofPekinRightofWaySettlement.com

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BASIC INFORMATION

1. Why did I get this notice?

Information obtained by the attorneys for the Plaintiffs identified you as a person with a mobility disability who resides in the City of Pekin.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments the settlement allows. You will be informed of the progress of the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

The Court in charge of the case is the United States District Court for the Central District of Illinois and the case is known as *Berardi, et al., v. City of Pekin, et al.*, Civil Action No. 1:18-cv -01438-JBM-JEH.

2. What is this lawsuit about?

The lawsuit claimed that the City of Pekin discriminated against persons with mobility disabilities who resided in the City between the dates of December 11, 2016 and December 11, 2018, because it did not provide sidewalks and curb cuts in many locations throughout the City, did not maintain the sidewalks, and because it placed physical barriers such as oversized planters, mailboxes and light posts on certain sidewalks throughout the City that prevented persons with mobility disabilities to use those sidewalks. The City denies that it discriminated against residents with disabilities.

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case Patricia Berardi, Robert Criswell, Susan Kay Duvall, as the Executor of the Last Will and Testament of Alice Rose Mary Ortiz; Austin Calloway, Ellen Sunderland and Lisa Lynch as the parent and next friend of M.L., a minor child) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The persons who sued—and all the Class Members like them—are called the Plaintiffs. The persons they sued (in this case the City and all persons who served as trustees when the lawsuit was filed on December 5, 2018) are called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. United States District Court Magistrate Judge Jonathan E. Hawley is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of the plaintiffs or defendants. Instead, both sides agreed to a settlement. That way, they avoid the uncertainty and cost of a trial. And as the City has agreed to fix the problems with the sidewalks and curb cuts the parties agreed that the City’s financial resources are best spent fixing those problems and providing the class with some compensation instead of continuing to fight the lawsuit. The class representatives and the attorneys believe the settlement is best for everyone with mobility disabilities that have been denied the use of the City’s sidewalks.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the settlement?

District Court Judge Billy Jo McDade decided that everyone who fits this description is a Class Member: *All people with mobility disabilities who were residents of the City of Pekin from December 11, 2016 through December 11, 2018, who were denied meaningful access to public pedestrian rights-of-way in the City during that timeframe.*

6. I’m still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-855-238-2675, which is the toll-free telephone number for Simpluris, the Class Action Settlement Administrator, or email Simpluris at info@CityofPekinRightofWaySettlement.com, and ask if you qualify as a member of the class, or you can fill out and return the Claim Form described on page 6, in question 10, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the settlement provide?

The City has agreed to hire an engineering firm, TWM, Inc., to conduct a survey of 100 % of the City's sidewalks, curb cuts and crosswalks and to develop a plan for the City to fix problems that are discovered. It will take approximately 18-months from the date the Court issues its final approval of the settlement for that survey to be conducted and for the engineering firm and the City to develop a specific schedule for the work that will need to be done.

The City will spend a minimum of \$250,000 each fiscal year for use exclusively towards the fixing of identified problems existing in the sidewalks, curb cuts and crosswalks. However, the City will spend an additional \$1,500,000 for fixing those problems in the first three years. Priority will be given to those sidewalks, curb cuts and crosswalks that are unsafe and identified in a schedule to the Consent Decree, then to those within a 1-mile radius of where the Class Representatives live. After that, the City will fix identified problems in existing sidewalks, curb cuts and crosswalks where there is a concentration of people with mobility disabilities, and where seniors live. After that, the City will fix sidewalks, curb cuts and crosswalks that service emergency shelters, hospitals, clinics, and schools.

In addition, the City has agreed to pay the Class Representatives \$10,000 for their damages and for helping with the lawsuit. Also, there are 35 people that have assisted the attorneys who the Court approved to represent the class, and those 35 people will be paid \$800 each. Finally, the City has agreed to create a \$22,000 fund to pay all of the other class members who timely submit claims.

8. What can I get from the settlement?

If you qualify as a Class Member and submit your Claim Form before the deadline (see question 10 below on page 6) you will be entitled to receive payment from the \$22,000 fund. The amount of your payment will depend upon the number of other people who qualify as Class Members and submit their Claim Form before the deadline, but no class member will receive more than \$88.00.

9. What if I cannot utilize the City of Pekin's sidewalks in the future?

The City has agreed to maintain a complaint system for its sidewalks, curb cuts and crosswalks. If you have problems utilizing any of the City's sidewalks, curb cuts or crosswalks in the future, you can call 3-1-1, which is the number the City will use for you to make complaints regarding the sidewalks, curb cuts and crosswalks, or you can submit a complaint using the City's online form, which can be found at [www.https://www.ci.pekin.il.us/ada_portal/file_a_grievance.php](https://www.ci.pekin.il.us/ada_portal/file_a_grievance.php), or you can email your complaint to jaesker@ci.pekin.il.us.

Alternatively, if you cannot use the City's sidewalks, curb cuts or crosswalks in the future you may also file a complaint with the United States Department of Justice or file a lawsuit against the City. To file a complaint

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

with the Department of Justice, you can do so by mail at the address below or you may use the Department of Justice's online complete form, which is located at https://www.ada.gov/filing_complaint.htm.

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, NW
4CON, 9th Floor
Washington, DC 20530

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

10. How can I get a payment?

To qualify for payment, you must send in a Claim Form. A Claim Form is attached to this notice. You may also get a Claim Form on the settlement website at www.CityofPekinRightofWaySettlement.com. Read the instructions carefully, fill out the form, include all the documents the form asks for and sign it. The claim form may be submitted electronically on the website, or it may be mailed to the Settlement Administrator at the address set forth in the form. It must be submitted on the website or postmarked no later than **[Pending]. [Date] is the deadline to submit your Claim Form.**

11. When would I get my payment?

The Court will hold the hearing on **[date]** to decide whether to approve the settlement. If Magistrate Judge Hawley approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the settlement. Please be patient.

12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against the City of Pekin about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you'll agree to a "Release of Claims," attached to the Claim Form, which describes exactly the legal claims that you give up if you get settlement benefits. Keep in mind the claims in this lawsuit are for the period of time from between the dates of December 11, 2016 and December 11, 2018 only.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from the settlement, but you want to keep the right to sue or continue to sue the City of Pekin, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as “opting out of the settlement class”

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must complete an Exclusion Request Form, available at www.CityofPekinRightofWaySettlement.com or you can send a letter by mail saying that you want to be excluded from *Berardi, et al., v. City of Pekin, et al.* Be sure to include your name, address, telephone number and your signature. You must mail your Exclusion Request Form or exclusion letter postmarked no later than **[date]** to:

City of Pekin Settlement Administrator
PO Box 25225
Santa Ana, CA 92799

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the City of Pekin in the future.

14. If I don't exclude myself, can I sue the City of Pekin for the same thing later?

Yes. But you may only be able to sue for disability-based discrimination as a result of the City's failure, *after* December 11, 2018, to provide safe and accessible sidewalks.

By not excluding yourself you will be legally bound by all of the orders the Court and the settlement approved by the Court in this lawsuit, which means that you cannot sue the City for the same legal claims addressed in this lawsuit for the time period between December 11, 2016 and December 11, 2018. **Remember, the exclusion deadline is [pending, 2022].**

If you start your own lawsuit against the City after you exclude yourself, you have to hire and pay your own lawyer for that lawsuit, and you have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against the City, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any money. But you may sue, continue to sue, or be part of a different lawsuit against the City of Pekin.

Questions? Call 1-855-238-2675 Toll Free or Visit www.CityofPekinRightofWaySettlement.com

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court decided that Andrés Gallegos and Jennifer Sender with the law firm of Robbins DiMonte, Ltd., (formerly known as Robbins, Salomon & Patt, Ltd.) in Chicago, Illinois, and attorney Carl Reardon, in East Peoria, Illinois, are qualified to represent you and all Class Members. Together the attorneys are called “Class Counsel.” They are experienced in handling similar cases involving disability-based discrimination. More information about Andrés Gallegos and Jennifer Sender, their practices and experience are available at www.robbinsdimonte.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf but if you want your own lawyer, you have the right to do so but you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

18. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses in the amount of \$693,000.65 and costs of \$44,043.52. The Court may award less than these amounts. The City of Pekin will separately pay the fees and expenses that the Court awards. These amounts will not come out of the funds for payment to the Class Representatives, the Declarants or any the Class Members. The City of Pekin has agreed not to oppose fees and expenses. The City of Pekin will also separately pay the cost of Simpluris, Inc. to administer the settlement.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

19. How do I tell the Court that I don’t like the settlement?

If you are a Class Member, you can object to the settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Berardi v. City of Pekin*. Your letter should include: (a) the name, address, telephone number and, if applicable, email address; (b) if represented by your own attorney, the name, address, telephone number and email address of your attorney; (c) a statement identifying the specific reasons for your objections;

and (d) a statement of whether your objection applies just to you or the entire Class. Mail the objection to these three different places post marked no later than **[pending, 2022]**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court 211 U.S. Courthouse 100 N.E. Monroe Street Peoria, IL 61602	Andrés Gallegos Robbins DiMonte, Ltd. 180 N. LaSalle, Ste. 3300 Chicago, Illinois 60601	K. Austin Zimmer Del Galdo Law Group, LLC 1441 S. Harlem Ave. Berwyn, Illinois 60402

20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may also ask to speak, but you do not have to.

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing at **[Time]**, on **[date, 2022]**, at the United States District Court for the Central District of Illinois, 211 U.S. Courthouse, 100 N.E. Monroe Street, Peoria, Illinois. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Magistrate Judge Hawley will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions Magistrate Judge Hawley may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Berardi v. City of Pekin*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [date, 2022], and be sent to the Clerk of the Court, Class Counsel and Defense Counsel at the three addresses on page 8, in question 19. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you'll get no money from the settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the City of Pekin about the legal issues in this case that occurred between December 11, 2016 and December 11, 2018. Subject to the statute of limitations, you may sue the City of Pekin about the legal issues in this case for any time period after December 11, 2018.

GETTING MORE INFORMATION

23. Are more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to **Andrés Gallegos, Robbins DiMonte, Ltd., 180 N. LaSalle, Suite 3300, Chicago, Illinois 60601**; or to the **City of Pekin Settlement Administrator, PO Box 25225, Santa Ana, CA 92799**, or by visiting the website www.CityofPekinRightofWaySettlement.com.

24. How do I get more information?

You can call **1-855-238-2675** toll free; email: info@CityofPekinRightofWaySettlement.com; write to **City of Pekin Settlement Administrator, PO Box 25225, Santa Ana, CA 92799**, or visit the website, www.CityofPekinRightofWaySettlement.com, where you will find answers to come in question about the settlement, a Claim Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

Date: June __, 2022

Exhibit B - Short Notice Form

IF YOU ARE A PERSON WITH A MOBILITY DISABILITY RESIDING IN THE CITY OF PEKIN FROM DECEMBER 11, 2016 THROUGH DECEMBER 11, 2018, A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS

A court authorized this notice. This is not a solicitation from a lawyer.

Read This Notice Carefully. The Lawsuit May Affect Your Rights.

- Residents of the City of Pekin with mobility disabilities have sued the City of Pekin alleging discrimination for the City's failure to provide safe sidewalks, curb cuts and other pedestrian rights-of-way.
- The Court has allowed the lawsuit to be a class action on behalf of all persons with mobility disabilities who are residents of the City of Pekin from December 11, 2016 through December 11, 2018, who were denied meaningful access to public pedestrian rights-of-way in the City during that timeframe.
- The Court has granted preliminary approval to a settlement between the parties. You may be eligible for money. Your legal rights are affected, whether you act or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against the City of Pekin about the claims in this case.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options – **and the deadlines to exercise them** – are explained in a Long Form Notice available at www.CityofPekinRightofWaySettlement.com
- The Court in charge of this case still has to decide whether to give final approve the settlement. Payment will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

Visit the website, www.CityofPekinRightofWaySettlement.com, where you can find out more information about the settlement. There you will find documents and orders filed and issued in this case, the Consent Decree, containing the settlement terms; the Long Form Notice, Exclusion Request Form, as well as a Claim Form. You may contact the Settlement Administrator, toll free at: 855-238-2675; or by mail at: City of Pekin Settlement Administrator, PO Box 25225, Santa Ana, CA 92799. You may also speak to one of the lawyers representing the class by calling toll free 1-800-419-2750 or (312) 782-9000.

Exhibit C - Claim Form

CLAIM FORM

Berardi et al. v. City of Pekin, et al.
United States District Court for the Central District of Illinois
Case No. 1:18-cv-01438

CITY OF PEKIN RIGHT OF WAY SETTLEMENT

You may be eligible for a payment as part of a Settlement in this class-action lawsuit.
Fill out each section of this form and sign and where indicated.

This Claims Form must be submitted no later than [REDACTED] either on the Settlement Website at www.CityofPekinRightofWaySettlement.com, or by mail. If submitting this Claim Form by mail, it must be postmarked by that date and mailed to the Settlement Administrator at:

City of Pekin Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

Part One: Information		
Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.		
Name:		
Mailing Address:		
City:	State:	Zip Code:
Telephone Number:		Email Address:
Choose a payment method: ☐ Zelle ☐ PayPal ☐ Venmo ☐ Check		
Electronic Payment – If you would like to receive your settlement award electronically, please confirm your payment account details are correct.		
Electronic Payment Email:		Electronic Payment Phone Number:
Part Two: Qualification – Check all boxes that apply and provide the documents requested. Only persons meeting all of the three criteria below qualify as Class Members. If you do not provide the requested documents your claim will be denied.		
☐ I am a person with a mobility disability and my proof of identification is enclosed. [<i>Acceptable documents include a current, unexpired driver's license, photo ID card, or passport.</i>]		
☐ I was a resident of the City of Pekin between December 11, 2016 and December 11, 2018 and my proof of residency is enclosed. [<i>Acceptable documents include a tax bill, a utility statement, lease agreement, or mortgage document.</i>]		
☐ I was denied meaningful access to the City of Pekin's curb cuts, crosswalks and sidewalks between December 11, 2016 and December 11, 2018.		
Part Three: Attestation		
By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified above and the information provided in this Claim Form is true and correct, and that nobody has submitted another claim in connection with this Settlement on my behalf.		
Signature		Date

Exhibit D – Exclusion Request Form

EXCLUSION REQUEST FORM

Berardi, et al., v. City of Pekin, et al., Case No. 1:18-cv -01438-JBM-JEH
U.S. District Court for the Central District of Illinois

If you decide that you do not want to participate in this lawsuit, you must exclude yourself from the action – that is sometimes referred to as “opting out”. If you exclude yourself, you will not receive any money from the Class Action. You will not be bound by the terms of any judgment or settlement in the Class Action, and you keep your rights, if any, to sue the defendants regarding the issues in this case. If you opt out, you cannot change your mind later and opt back into the Class Action.

In order to exercise your right to exclude yourself from the class, this Exclusion Request Form must be completed and submitted to the Settlement Administrator via email at [pending] or at the address below and postmarked no later than _____, 2022 at 5:00 p.m. CST.

City of Pekin Settlement Administrator
PO Box 25225
Santa Ana, CA 92799

DO NOT COMPLETE THIS FORM IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT

CONTACT INFORMATION

First Name	Middle Name	Last Name
Street Address		
City/Municipality		Zip Code
Home Telephone Number	Cellular Number	Email Address

By signing this form, I understand I will not be eligible to receive any money or other relief that may be obtained as a result of this lawsuit or a settlement. I further understand that by opting out, I retain all the rights I may have to assert my own claim against defendants named in the lawsuit relating to the subject matter of the complaint that has been filed in the lawsuit.

Date

Signature of Class Member	Print Name

Exhibit E - Newspaper Announcement

**IF YOU ARE A PERSON WITH A MOBILITY
DISABILITY RESIDING IN THE CITY OF PEKIN
FROM DECEMBER 11, 2016 THROUGH
DECEMBER 11, 2018, A CLASS ACTION LAWSUIT
MAY AFFECT YOUR RIGHTS**

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The Court has granted preliminary approval to a settlement between the parties. You may be eligible for money. Your legal rights are affected, whether you act or don't act.

To determine if you are a member of the Class and to learn of your legal rights to get a payment, exclude yourself from the Class, object to the settlement, participate in the final approval hearing, visit the website, www.CityofPekinRightofWaySettlement.com. You may contact the Settlement Administrator, toll free at: 855-238-2675; or by mail at: City of Pekin Settlement Administrator, PO Box 25225, Santa Ana, CA 92799. You may also speak to one of the lawyers representing the class by calling toll free 1-800-419-2750 or (312) 782-9000.

Exhibit F - Website Notice

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GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
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Exhibits C – Declarations of Andrés J. Gallegos, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay
Duvall, as the Executor of the Last Will and
Testament of Alice Rose Mary Ortiz, Austin
Calloway, Ellen Sunderland, and Lisa Lynch, *as
the parent and next friend of ML, a minor child,
individually on behalf of themselves and all other
persons similarly situated,*

Plaintiffs,

v.

City of Pekin, Illinois, a municipal corporation;
Mark Rothert, *in his official capacity as the Pekin
City Manager*; John McCabe, John P. Abel,
Michael Garrison, Mark Luft, Lloyd Orrick,
Michael Ritchason and Jim Schramm, *in their
official capacities as Council Members for the City
of Pekin,*

Defendants.

Case No. 1:18-cv-01438

**DECLARATION OF ANDRES J. GALLEGOS, ESQ. IN SUPPORT OF THE
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Andrés J. Gallegos, declare:

1. I am a shareholder of the law firm of Robbins DiMonte, Ltd. ("RD"). RD serves as lead counsel for the Representative Plaintiffs in the above-captioned action and one of the firms appointed, on April 19, 2021, as Class Counsel pursuant to Fed. R. Civ. Pro. 23(g)(1). (Doc. # 47). I submit this declaration in support of the parties' Joint Motion for Preliminary Approval of Class Action Settlement. I make this declaration based on my personal knowledge of the lawsuit and its proceedings.

2. Before this action was filed, RD and our co-counsel, Carl Reardon ("Mr. Reardon"), investigated the factual allegations ultimately made in the complaint filed on December 5, 2018, in the U.S. District Court for the Central District of Illinois, Peoria Division, on behalf of the

Representative Plaintiffs and the Class. The filing of the class action complaint was the result of our extensive investigation that began in January 2018 when we learned of the systemic and pervasive inaccessibility of pedestrian rights-of-way in the City of Pekin. Soon thereafter we engaged an expert to conduct a preliminary survey and assess the conditions of the City of Pekin's pedestrian rights-of-way and we had several in-person meetings in Pekin with groups of potential class members to learn of their struggles to safely navigate those pedestrian rights-of-way and to learn of the detrimental impact of the City's neglect of those pedestrian rights-of-way have on those residents' quality of life.

3. Very early in the litigation, after the parties completed their written discovery, and before depositions were taken, the parties agreed that a potential settlement should be explored as it was in the mutual best interests of all parties to expend the City of Pekin's financial resources towards remediating substantial problems existing in its pedestrian rights-of-way instead of engaging in continued lengthy and costly litigation. The settlement is a product of significant months of intense negotiations between the parties and their counsel, with the assistance of the Court, as Magistrate Judge Jonathan E. Hawley, facilitated several settlement conferences between the parties. The settlement negotiations were conducted by experienced counsel with the full understanding about the strengths and weaknesses of their respective cases.

4. My law partner, Jennifer Sender, myself, and other RD attorneys assigned as counsel to RD's disability rights class action and multi-party complex litigation are experienced litigators and experienced counselors in alternative dispute resolution, who have regularly engaged in major complex litigation and Structured Negotiation and have extensive experience handling class-action lawsuits in both state and federal courts.

5. I founded and lead our law firm's national disability rights practice and have for the past 25+ years concentrated a major portion of my practice in advocating for the rights of persons with disabilities, to include protecting their rights under the Americans with Disabilities Act, the Rehabilitation Act of 1973 and the Patient Protection and Affordable Care Act. In January 2010, I was appointed by Illinois Governor Pat Quinn to be a member of the Governor's Task Force on Employment and Economic Opportunities for People with Disabilities, and in September 2010 the Governor appointed me to the Statewide Independent Living Council of Illinois, and I was reappointed to the Statewide Independent Living Council several times since. In 2015, I was the recipient of the prestigious Paul G. Hearne Leadership Award from the American Association of People with Disabilities in recognition of my efforts to advocate for the rights of persons with disabilities. I serve as a member of the Board of Directors of the American Association on Health & Disability, a cross-disability national nonprofit organization dedicated to ensuring health equity for children and adults with disabilities through policy, research, education, and dissemination. I am the immediate-past Chairman of the Board of Directors for Access Living of Metropolitan Chicago, Chicago's Center for Independent Living, and have been a member of its Board since 2010. I am also a member of the Board of Directors of Disability Lead, a Chicago-based nonprofit organization whose mission is to increase civic engagement and diverse leadership in the Chicago region by developing and building a network of leaders with disabilities. In 2018, I received a Congressional appointment to serve as a member of the National Council on Disability. The National Council on Disability is an independent federal agency that advises the President, his Administration, Congress and heads of federal agencies on policy matters affecting the lives of persons with disabilities throughout the country and in our territories. On the afternoon of his

inauguration on January 20, 2021, President Biden appointed me as the Chairman of the National Council on Disability.

6. Based on my extensive experience representing and advocating for persons with disabilities throughout the country, and my experience in litigating and negotiating resolutions of complex cases like this action, under the circumstances I believe the settlement is an excellent result for the Representative Plaintiffs and the Class Members. I further believe the settlement meets each of the requirements for preliminary approval and that the monetary compensation to the Representative Plaintiffs, the declarants and class members is fair. This lawsuit was brought primarily to compel the City of Pekin to remediate its pedestrian rights-of-way; financial recovery was a distant secondary objective.

I declare under penalty of perjury under the laws of the state of Illinois and United States the foregoing is true and correct.

Executed and this __ day of June 2022, at Chicago, Illinois.

Andrés J. Gallegos

Exhibit D - Declaration of Jennifer M. Sender, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz, Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, *as*)
the parent and next friend of ML, a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Plaintiffs,

v.

City of Pekin, Illinois, a municipal corporation;)
Mark Rothert, *in his official capacity as the Pekin*)
City Manager; John McCabe, John P. Abel,)
Michael Garrison, Mark Luft, Lloyd Orrick,)
Michael Ritchason and Jim Schramm, *in their*)
official capacities as Council Members for the City)
of Pekin,)

Defendants.)

Case No. 1:18-cv-01438

**DECLARATION OF JENNIFER M. SENDER, ESQ. IN SUPPORT OF THE
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Jennifer M. Sender, declare:

1. I am a shareholder of the law firm of Robbins DiMonte, Ltd. ("RD"). RD serves as lead counsel for the Representative Plaintiffs in the above-captioned action and one of the firms appointed, on April 19, 2021, as Class Counsel pursuant to Fed. R. Civ. Pro. 23(g)(1). (Doc. # 47). I submit this declaration in support of the parties' Joint Motion for Preliminary Approval of Class Action Settlement. I make this declaration based on my personal knowledge of the lawsuit and its proceedings.

2. Before this action was filed, RD and our co-counsel, Carl F. Reardon ("Mr. Reardon"), investigated the factual allegations ultimately made in the complaint filed on December 5, 2018, in the U.S. District Court for the Central District of Illinois, Peoria Division, on behalf of

the Representative Plaintiffs and the Class. The filing of the class action complaint was the result of our extensive investigation that began in January 2018 when we learned of the systemic and pervasive inaccessibility of pedestrian rights-of-way in the City of Pekin. Soon thereafter we engaged an expert to conduct a preliminary survey and assess the conditions of the City of Pekin's pedestrian rights-of-way and we had several in-person meetings in Pekin with groups of potential class members to learn of their struggles to safely navigate those pedestrian rights-of-way and to learn of the detrimental impact of the City's neglect of those pedestrian rights-of-way have on those residents' quality of life.

3. Very early in the litigation, after the parties completed their written discovery, and before depositions were taken, the parties agreed that a potential settlement should be explored as it was in the mutual best interests of all parties to expend the City of Pekin's financial resources towards remediating substantial problems existing in its pedestrian rights-of-way instead of engaging in continued lengthy and costly litigation. The settlement is a product of significant months of intense negotiations between the parties and their counsel, with the assistance of the Court, as Magistrate Judge Jonathan E. Hawley, facilitated several settlement conferences between the parties. The settlement negotiations were conducted by experienced counsel with the full understanding about the strengths and weaknesses of their respective cases.

4. As stated in the declaration tendered here by my law partner, Andrés J. Gallegos, myself, and other RD attorneys assigned as counsel to RD's disability rights class action and multi-party complex litigation are experienced litigators and experienced counselors in alternative dispute resolution, who have regularly engaged in major complex litigation and Structured Negotiation and have extensive experience handling class-action lawsuits in both state and federal courts.

5. I have significant experience over my 30 years of practice as a litigator, representing both plaintiffs and defendants in state and federal courts in complex, multi-party, and class action litigation, and have negotiated numerous settlements in those cases. For the last 10 years I have been an integral member of our law firm's national disability rights practice advocating for, and representing individuals, groups of individuals and classes of individuals in enforcing and protecting their rights under the various federal civil rights legislation. Together with Mr. Gallegos, I have, as a subject matter expert, co-presented at national symposiums on compliance matter under the Americans with Disabilities Act and the Rehabilitation Act of 1973, the two federal statutes that are the basis for the class claims asserted at the case at bar.

6. Based on my extensive experience representing persons with disabilities throughout the country, and my experience in litigating and negotiating resolutions of complex cases like this action, under the circumstances I believe the settlement is an excellent result for the Representative Plaintiffs and the Class Members. I further believe the settlement meets each of the requirements for preliminary approval and that the monetary compensation to the Representative Plaintiffs, the declarants and class members is fair. This lawsuit was brought primarily to compel the City of Pekin to remediate its pedestrian rights-of-way; financial recovery was a distant secondary objective.

I declare under penalty of perjury under the laws of the state of Illinois and United States the foregoing is true and correct.

Executed and this __ day of June 2022, at Chicago, Illinois.

Jennifer M. Sender

Exhibit E - Declaration of Carl F. Reardon, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz, Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, *as*)
the parent and next friend of ML, a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Plaintiffs,

v.

City of Pekin, Illinois, a municipal corporation;)
Mark Rothert, *in his official capacity as the Pekin*)
City Manager; John McCabe, John P. Abel,)
Michael Garrison, Mark Luft, Lloyd Orrick,)
Michael Ritchason and Jim Schramm, *in their*)
official capacities as Council Members for the City)
of Pekin,)

Defendants.

Case No. 1:18-cv-01438

**DECLARATION OF CARL F. REARDON, ESQ. IN SUPPORT OF THE
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Carl F. Reardon, declare:

1. I am an attorney, in solo practice. Together with my co-counsel, Andrés J. Gallegos and Jennifer Sender, shareholders of Robbins DiMonte, Ltd. (“RD”), on April 19, 2021, I was appointed by the Court as Class Counsel pursuant to Fed. R. Civ. Pro. 23(g)(1). (Doc. # 47). I submit this declaration in support of the parties’ Joint Motion for Preliminary Approval of Class Action Settlement. I make this declaration based on my personal knowledge of the lawsuit and its proceedings.

2. Before this action was filed, I, together with my co-counsel, investigated the factual allegations ultimately made in the complaint filed on December 5, 2018, in the U.S. District Court for the Central District of Illinois, Peoria Division, on behalf of the Representative Plaintiffs and

the Class. The filing of the class action complaint was the result of our extensive investigation that began in January 2018 when we learned of the systemic and pervasive inaccessibility of pedestrian rights-of-way in the City of Pekin. Soon thereafter RD engaged an expert to conduct a preliminary survey and assess the conditions of the City of Pekin's pedestrian rights-of-way and we had several in-person meetings in Pekin with groups of potential class members to learn of their struggles to safely navigate those pedestrian rights-of-way and to learn of the detrimental impact of the City's neglect of those pedestrian rights-of-way have on those residents' quality of life. Subsequent to filing the class action complaint in this matter, I had several individual meetings with over 40 potential class members and assisted 35 of them in completing declarations in support of our motion for class certification.

3. Very early in the litigation, after the parties completed their written discovery, and before depositions were taken, the parties agreed that a potential settlement should be explored as it was in the mutual best interests of all parties to expend the City of Pekin's financial resources towards remediating substantial problems existing in its pedestrian rights-of-way instead of engaging in continued lengthy and costly litigation. The settlement is a product of significant months of intense negotiations between the parties and their counsel, with the assistance of the Court, as Magistrate Judge Jonathan E. Hawley, facilitated several settlement conferences between the parties. The settlement negotiations were conducted by experienced counsel with the full understanding about the strengths and weaknesses of their respective cases.

4. I have been practicing law since 1965 as a solo practitioner, as city attorney for the City of East Peoria, Illinois, for 13 years; and village attorney for the Village of North Pekin, Illinois, for 25 years. As such, I have extensive experience in municipal law, and in that capacity, I have prosecuted claims, defended, or have directed and managed the defense, of my municipal

clients in numerous state and federal multi-party, complex litigation matters, including class action litigation. As such, I am a very experienced litigator and a very seasoned attorney.

6. Based on my extensive experience in litigating and negotiating resolutions of complex cases like this action, under the circumstances I believe the settlement is an excellent result for the Representative Plaintiffs and the Class Members. I further believe the settlement meets each of the requirements for preliminary approval and that the monetary compensation to the Representative Plaintiffs, the declarants and class members is fair. This lawsuit was brought primarily to compel the City of Pekin to remediate its pedestrian rights-of-way; financial recovery was a distant secondary objective.

I declare under penalty of perjury under the laws of the state of Illinois and United States the foregoing is true and correct.

Executed and this ___ day of June 2022, at Chicago, Illinois.

Carl F. Reardon

Exhibit F - Draft Proposed Form of the Final Order Approving the Class Action Settlement

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION**

Patricia Berardi, Robert Chriswell, Susan Kay)
Duvall, as the Executor of the Last Will and)
Testament of Alice Rose Mary Ortiz; Austin)
Calloway, Ellen Sunderland, and Lisa Lynch, *as*)
the parent and next friend of ML, a minor child,)
individually on behalf of themselves and all other)
persons similarly situated,)

Plaintiffs,

v.

City of Pekin, Illinois, a municipal corporation;)
Mark Rothert, not individually, but in his official)
capacity as the Pekin City Manager; John)
McCabe, John P. Abel, Michael Garrison, Mark)
Luft, Lloyd Orrick, Michael Ritchason and Jim)
Schramm, not individually, but in their official)
capacities as Council Members for the City of)
Pekin,

Case No. 1:18-cv-01438

Defendants.

FINAL JUDGMENT AND ORDER APPROVING CLASS ACTION SETTLEMENT

WHEREAS, on _____ 2022, the Court held a hearing (the “Fairness Hearing”) to determine, among other things, whether the settlement in this action by the Defendants City of Pekin (the “City”), Mark Rothert, not individually, but in his official capacity as the Pekin City Manager; John McCabe, John P. Abel, Michael Garrison, Mark Luft, Lloyd Orrick, Michael Ritchason and Jim Schramm, not individually, but in their official capacities as Council Members for the City of Pekin (collectively, “Defendants”); and the Plaintiffs, Patricia Berardi, Robert Chriswell, Susan Kay Duvall, as the Executor of the Last Will and Testament of Alice Rose Mary Ortiz; Austin Calloway, Ellen Sunderland, and Lisa Lynch, as the parent and next friend of ML, a

minor child (collectively, “Representative Plaintiffs”) as set forth in the Consent Decree a copy of which is attached hereto as Exhibit 1 (the “Consent Decree”) is fair, reasonable and adequate, such that an Order of Final Approval should be issued and final judgment upon said Consent Decree should be entered by the Court;

WHEREAS, the Fairness Hearing was attended by the Parties, through their respective counsel of record in this action and by such other individuals and entities as set forth in the record of this matter; and

WHEREAS, the Court has issued its Order giving final approval to the Parties’ settlement as set forth in the Consent Decree after the Fairness Hearing.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment, adopts the terms and definitions set forth in the Consent Decree.
2. The Court has jurisdiction over the subject matter of this action, the Representative Plaintiffs, the Class, the Consent Decree, and the Defendants.
3. The Court finds that the notice to the Class Members of the pendency of this action and of the proposed settlement was disseminated by each of the means required under the Consent Decree and the Order of this Court, dated _____, 2022, and was otherwise fully implemented.
4. The Court finds that such notice to the Class Members, as ordered and implemented, was reasonably calculated under circumstances to apprise the Class Members of the pendency of this action, all material elements of the proposed settlement, and their opportunity (a) to submit written objections to the settlement, and (b) to appear at the Fairness Hearing to object to or comment on the settlement. The Notice of Settlement was reasonable and best notice

practicable to all Class Members and complied with the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules. A full and fair opportunity has been afforded to members of the Class to participate during the Fairness Hearing, and all other persons wishing to be heard have been heard. Accordingly, the Court determines that all members of the Class, as set forth below, are bound by this Judgment.

5. On April 19, 2021, the Court certified the Class, appointed the Representative Plaintiffs as representatives of the Class, and appointed the following counsel as Class Counsel to represent the Class Members: (i) Andrés J. Gallegos and Jennifer M. Sender with Robbins DiMonte, Ltd., formerly Robbins, Salomon & Patt, Ltd.; and (ii) Attorney Carl Reardon.

6. The Court finds that the Class continues to meet the requirements for class certification under the Federal Rules for Civil Procedure and all other applicable laws and rules. In particular, the Court finds that: (a) joinder of the Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers; (b) there are questions of law and fact common to the Class; (c) Representative Plaintiffs' claims are typical of the claims of the Class that they seek to represent for purposes of settlement; (d) Plaintiffs have fairly and adequately represented the interests of the Class and will continue to do so; (e) Plaintiffs and the Class are represented by qualified, reputable counsel who are experienced in preparing and prosecuting class actions, including those involving the sorts of practices alleged in the Complaint; and (f) the City acted or refused to act on grounds that apply to the Class, so that the final declaratory and injunctive relief is appropriate to the Class.

7. The Court grants final approval to the settlement set forth in the Consent Decree and finds that it is fair, reasonable, adequate and in the best interests of the Class as a whole. The

Court grants final approval of the release of the Defendants from the Release Claims as set forth in the Consent Decree.

8. The Court further finds that the City's Annual Monetary Commitment, which requires the City to appropriate such funds for the first three fiscal years immediately following the effective date of the Consent Decree for use exclusively toward the construction and the remediation required of the sidewalks, curb cuts, crosswalks and pedestrian ramps and all work related thereto as contemplated by the Consent Decree is proper and reasonably calculated based on available information to maintain and ensure accessibility of pedestrian rights-of-way located in the City of Pekin to persons with Mobility Disabilities. Accordingly, the settlement shall be consummated in accordance with the terms and conditions of the Consent Decree.

9. As required by the Consent Decree, the Court will establish the "term" of the Consent Decree after the engineering consultant completes the Updated Transition Plan.

10. Objections to the settlement are overruled for the reasons explained in the Court's accompanying findings.

11. The Class Representatives and the Class Members (and their respective heirs, assigns, successors, executors, administrators, agents and representatives) are conclusively deemed to have released and forever discharge the Defendants from all Released Claims as set forth in the Consent Decree. All Class Members are bound by this Judgment.

12. The Court approves Class Counsels' request for attorneys' fees and expenses, finding the amounts request to be reasonable.

13. The benefits described in the Consent Decree are the only consideration, fees, costs and expenses that the City shall be obligated to give to any party or entity, including without limitation the Class Representatives, the Class Members, and Class Counsel in connection with

the claims released in the Consent Decree and/or the payment of attorneys' fees, costs and expenses in this action.

14. The Consent Decree and this Judgment are not admissions of liability or fault by the City, or a finding of the validity of any claims in this action or of any wrongdoing or violation of law by the City. The Consent Decree is not a concession by the Parties and, to the fullest extent permitted by law, neither this Judgment, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding to establish any liability of, or admission by the City.

15. Notwithstanding the foregoing, nothing in this Judgment shall be interpreted to prohibit the use of this Judgment to consummate or enforce the Consent Decree or Judgment, or to defend against the assertion of Release Claims in any other proceeding, or as otherwise required by law.

16. In accordance with the terms of the Consent Decree, which is attached hereto, the Court reserves exclusive and continuing jurisdiction over the Representative Plaintiffs, the Class Members, the Defendants and the Consent Decree throughout the term of the Consent Decree, for the sole purpose of supervising the implementation, enforcement, construction, and interpretation of the Consent Decree and this Judgment. In that regard, any challenges to the Consent Decree's terms or implementation, whether under state or federal law, shall be subject to the exclusive and continuing jurisdiction of this Court.

IT IS SO ORDERED.

Dated: _____

United States Magistrate Judge

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 22, 2024
To: Members of the City Council
From: John Dossey, City Manager

AGENDA ITEM: Ordinance No. 4185-23/24 Amending Chapter 7 of the Pekin City Code Establishing Utility Taxes

DESCRIPTION: In preparing the FY25 budget, staff has uncovered and expressed to Council structural deficiencies in multiple areas. To speak on the big picture, the City of Pekin has two major issues that other municipalities do not face: the CSO project and the ADA transition plan. Both of these issues are being mandated on the City, and they both bring significant expenses that are new spending the City does not have funding for. While the Sewer Fund has a mechanism for addressing the CSO project via user fees paid by City utility customers, the options to address the required spending for the ADA transition plan lie in the General Fund. Additionally, past payments to the police and fire pension funds have not made ground on reaching a responsible level of funding since the City was only paying approximately 95% of the actuarial calculation each year (105% of 90% = 94.5% for Fire and 103% of 90% = 92.7% for Police). Increasing the payments to 100%, which matches the City's contribution to IMRF, has added approximately \$1.2 million in spending.

The spending required for the ADA transition plan will be tens of millions of dollars over the next several years as major roadwork is required to address physical problems with sidewalks and crossings along with improvements to City buildings to ensure ADA compliance in public areas. Options to pay for this new, mandated spending are increasing existing taxes, establishing new taxes/fees, and cutting spending. The long-term plan for addressing budget challenges includes economic growth, but just one project takes 1-2 years to be impactful, so a near-term solution is needed starting with the FY25 budget.

Staff has already cut over \$5 million from the initial draft by cutting two new headcounts, reducing fleet replacement to a bare minimum to remain operational, delaying the next phase of the Derby Street reconstruction and most of the downtown street improvements, and cutting business assistance grants by 34%. With these major cuts, the General Fund deficit without the establishment of a utility tax stands at \$5 million. Trying to cut that amount out of the already lean budget while maintaining compliance with both the CSO project mandate and the ADA transition plan mandates is not feasible.

To address this structural issue with the General Fund due to mandated spending, staff recommends establishing a utility tax on natural gas, electricity, and water. Most medium-large municipalities have already implemented this tax, including Peoria, Galesburg, Bloomington, Normal, Champaign, Urbana, Rockford, Moline, Rock Island, and Decatur. Municipalities such as Morton that own their own utilities do not tend to levy such a tax but, instead, have a mechanism for collecting user fees for all utilities.

Staff recommends the following rates pursuant to State statute:

- Natural Gas - 5%
- Water - 5%
- Electricity:
 - For the first 2,000 kilowatt-hours used or consumed in a month; 0.61 cents per kilowatt-hour;
 - For the next 48,000 kilowatt-hours used or consumed in a month; 0.40 cents per kilowatt-hour;
 - For the next 50,000 kilowatt-hours used or consumed in a month; 0.36 cents per kilowatt-hour;
 - For the next 400,000 kilowatt-hours used or consumed in a month; 0.35 cents per kilowatt-hour;
 - For the next 500,000 kilowatt-hours used or consumed in a month; 0.34 cents per kilowatt-hour;
 - For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.32 cents per kilowatt-hour;
 - For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.315 cents per kilowatt-hour;
 - For the next 5,000,000 kilowatt-hours used or consumed in a month; 0.31 cents per kilowatt-hour;
 - For the next 10,000,000 kilowatt-hours used or consumed in a month; 0.305 cents per kilowatt-hour; and
 - For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month, 0.30 cents per kilowatt-hour.

Revenue data on each utility is attached in the packet, but the overall expected revenue from these rates is approximately \$7.6 million. However, we also recognize the extreme impact these taxes can have on high energy users which also tend to be large employers. For example, staff met with Alto Ingredients to discuss this potential tax, and the information they gave would result in a total of \$2.7 million that would be due from Alto alone for Pekin utility tax. In light of this, staff is also recommending a \$250,000 cap on total utility tax from any one taxpayer. Again, as an example, this cap would reduce Alto's utility net tax burden equal to 0.83% on natural gas and 0% on water and electricity.

As written in the proposed ordinance with the tax cap, staff estimates \$4 million in new revenue. The estimated combined impact of these utility taxes on the average resident is \$10 per month given average utility usage. These taxes will be collected by the utility companies, so it will be collected on their utility bills among other taxes and fees.

Staff recommends approval of this ordinance.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

Notes: This revenue will be recognized in the General Funds' General Operations Department.

REVIEWED BY:

Katherine Swise, City Attorney
Robert Grogan, Finance Consultant
John Dossey, City Manager
Sue McMillan, City Clerk

Approved - 4/18/2024
Approved - 4/19/2024
Approved - 4/19/2024
New -

Ordinance No. 4185-23/24 Amending Chapter 7 of the Pekin City Code Establishing Utility Taxes

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 tax; and

WHEREAS, the Illinois Compiled Statutes, 65 ILCS 5/8-11-2, authorizes the City to impose a tax on certain occupations and privileges within the City including persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the limits of the City and not for resale, the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City, and persons engaged in the business of distributing, supplying, furnishing, or selling water for use or consumption within the corporate limits of the City and not for resale; and

WHEREAS, the Corporate Authorities have determined that the collection of taxes on such occupations and privileges is in the best interests of the City.

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

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

Section 2. Chapter 7 of the Pekin City Code is hereby amended to incorporate new Sections 7-1-10, 7-1-11, 7-1-12, and 7-1-13 as shown in exhibit A attached hereto.

Section 3. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the taxes provided for herein shall take effect on May 1, 2024.

Section 5. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk, and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

RESULT:	(0 TO 0)
MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None

ABSTAIN: None ABSENT:
--

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

Mayor

ATTEST:

City Clerk

Exhibit A

Sec. 7-1-10. – Gas utility tax.

- a) *Definitions.* For the purposes of this Section, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this Subsection:

Department means the Finance Department of the City of Pekin.

Gross receipts means the consideration received for distributing, supplying, furnishing or selling gas for use or consumption and not for resale, and the consideration received for distributing, supplying, furnishing or selling gas for use or consumption and not for resale, and for all services rendered in connection therewith valued in money, whether received in money or otherwise, including cash, credit, services and property of every kind and material and for all services rendered therewith, and shall be determined without any deduction on account of the cost of the service, product or commodity supplied, the cost of materials used, labor or service cost, or any other expenses whatsoever. For purposes of this section "gross receipts" shall not include amounts added to customers' bills under Section 9-221 of the Public Utility Act (220 ILCS 5/9-221).

Person means any natural person, trustee, court appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, contractor, supplier, vendor, vendee, operator, user, or owner, or any officers, agents, employees, or other representative, acting either for himself or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties. The masculine, feminine, singular, or plural is included in any circumstances.

Purchase at retail means any acquisition of gas by a purchaser for purposes of use or consumption, and not for resale.

Purchaser means any person who uses or consumes, within the corporate limits of the City, gas acquired in a purchase at retail.

- b) *Tax imposed.* Except as otherwise provided in this Section, a tax is imposed on all persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the City, and not for resale, at a rate of five percent (5%) of the gross receipts therefrom.
- c) *Tax is additional.* The taxes enumerated in this section shall be in addition to the payment of money or value of products or services furnished to the City by the taxpayer as compensation for the use of its streets, alleys or other public places, or installation and maintenance therein, thereon or thereunder of poles, wires, pipes or other equipment used in the operation of the taxpayer's business.

- d) *Tax and report transmittal.* Every taxpayer shall transmit to the Department, for receipt by the Department no later than the last day of each calendar month, or the first business day thereafter if the last day is a weekend day or a federal holiday, a sum of money equal to the amount of local gas utility tax collected for the preceding calendar month, accompanied by a report upon forms prescribed by the Department, indicating the gross receipts the preceding calendar month, and such other information as the Department may require for enforcement of this Section.
- c) *Failure to file a return or remit tax.*
- 1) Any person who fails to file a return when and as required under this Section shall pay to the City, in addition to the amount of tax required to be transmitted, a penalty of ten percent (10%) of the tax that such person is required to transmit to the City for each 30-day period that the return remains unfiled; provided, however, a twenty percent (20%) penalty shall be imposed for any fraudulent failure to file a return. Failure to file a return within three (3) months after receiving notice of the delinquency of such return shall be deemed fraudulent failure to file a return. Failure to provide required supporting documentation along with the return shall be deemed a failure to file a return and may be subject to penalties pursuant to this Subsection.
 - 2) Any person who files a return at the time required by this Section but fails to transmit the tax proceeds, or any portion thereof to the City when due, shall pay to the City, in addition to the amount of tax required under this Section, a penalty of ten percent (10%) of the amount of tax not transmitted to the City for each 30-day period during which the tax remains unpaid; provided, however, the fraudulent failure to pay such tax shall result in a twenty percent (20%) penalty. Failure to pay taxes due within three (3) months after receiving notice of the delinquency of such taxes shall be deemed fraudulent failure to pay such tax.
 - 3) In addition to any penalty for which provision is made in this Section, any amount of tax not transmitted when due shall bear interest at the rate of two percent (2%) per month, or fraction thereof, until fully transmitted.
 - 4) In addition to any of the previous penalties above set forth, any person who is required under this Section to file a return and to transmit the tax proceeds, but fails to do so in a timely manner, shall be ineligible for any reimbursement of funds from the City if they were in arrears at the time the event for which reimbursement is sought occurs; or if they have been in arrears for any amount of time, on two or more occasions in the previous preceding twelve (12) months from when application for reimbursement was made.
 - 5) Any officer or employee of any corporation which is an owner subject to the provisions of this Section who has the control, supervision or responsibility of collecting tax proceeds, filing returns and transmitting collected tax proceeds of the tax imposed by this Section and who willfully fails to file such return or to transmit any tax proceeds so collected to the City shall be personally liable for any such amounts collected, including interest and penalties thereof, if after proper proceedings for the collection of such amount such corporation is unable to pay such amounts to the City, and the personal liability of such officer or

employee, as provided in this Section, shall survive dissolution of the corporation. For purposes of this Subsection, a person willfully fails to act if he takes any conscious and voluntary action intending not to perform any of his obligations hereunder, including, but not limited to, the utilizing of tax proceeds collected for the City to pay any other corporation obligations.

- d) *Exemptions.* None of the taxes authorized by this Section are imposed with respect to the following, and, as to any such, the provider shall not be required to collect any such taxes:
 - 1) The City and/or any transaction originating from any and all City-owned property.
 - 2) Any transaction in interstate commerce, or otherwise, to the extent to which such transaction may not, under the laws of the United States, be made the subject of taxation by the State of Illinois or any political subdivision thereof.
- e) *Collection.* Whenever any person shall fail to pay any tax as provided in this Section, the City Attorney shall, upon the request of the City Manager, bring or cause an action to enforce the payment of such tax on behalf of the City in any manner authorized by law or this Code.
- f) *Proceeds of taxes and fines.* All proceeds resulting from the imposition of the tax under this Section, including penalties, shall be paid into the Treasury of the City of Pekin, and shall be credited to and deposited in the corporate fund of the City.
- g) *Penalties.* Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this Section, except when otherwise specifically provided herein, upon conviction thereof, shall be punished by a fine of not less than \$250.00 nor more than \$1,000.00 for the first offense, not less than \$500.00 nor more than \$2,000.00 for the second offense, not less than \$1,000.00 nor more than \$4,000.00 for the third offense, not less than \$2,000.00 nor more than \$5,000.00 for the fourth and each subsequent offense, or five times the amount of the tax imposed, whichever is higher, for a second or subsequent offense. Each day a violation continues or is allowed to continue after written notice thereof is provided by the City shall be considered a separate offense. The purpose of imposing the penalties provided for the violation of this Section is to ensure the integrity of the collection process established pursuant to this Section.

Sec. 7-1-11. – Electricity utility tax.

- a) *Definitions.* For the purposes of this Section, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this Subsection:

Department means the Finance Department of the City of Pekin.

Gross receipts means the consideration received for the transmission of messages, or for distributing, supplying, or furnishing or selling electricity for use or consumption and not for

resale, as the case may be; and for all services rendered in connection therewith valued in money, whether received in money or otherwise, including cash, credit, services and property of every kind and material and for all services rendered therewith; and shall be determined without any deduction on account of the cost of transmitting such messages without any deduction on account of the cost of the service, product or commodity supplied, the cost of material used, labor or service cost, or any other expenses whatsoever.

Person means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint adventure, corporation, limited liability company, municipal corporation or political subdivision of this state; or a receiver, trustee, conservator or other representative appointed by order of any court.

Person maintaining a place of business in this state means any person having or maintaining within the State of Illinois, directly or by a subsidiary or other affiliate, an office, generation facility, distribution facility, transmission facility, sales office or other place of business, or any employee, agent, or other representative operating within the State of Illinois under the authority of the person or its subsidiary or other affiliate, irrespective of whether such place of business or agent or other representative is located in the State of Illinois, permanently or temporarily, or whether such person, subsidiary or other affiliate is licensed or qualified to do business in the State of Illinois.

Purchase at retail means any acquisition of electricity by a purchaser for purposes of use or consumption, and not for resale, but shall not include the use of electricity by a public utility, as defined in Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2), directly in the generation, production, transmission, delivery or sale of electricity.

Purchaser means any person who uses or consumes, within the corporate limits of the City, electricity acquired in a purchase at retail.

Tax collector means the person delivering electricity to the purchaser.

Transmitting messages means in addition to the usual and popular meaning of person to person communication, the furnishing, for a consideration, of services or facilities (whether owned or leased), or both, to persons in connection with the transmission of messages where such persons do not, in turn, receive any consideration in connection therewith, but shall not include such furnishing of services or facilities to persons for the transmission of messages to the extent that any such services or facilities for the transmission of messages are furnished for a consideration, by such persons or to other persons, for the transmission of messages.

b) *Tax imposed.* Except as otherwise provided in this Section, a tax is imposed on the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City at the following rates calculated on a monthly basis for each purchaser:

- 1) For the first 2,000 kilowatt-hours used or consumed in a month; 0.61 cents per kilowatt-hour;

- 2) For the next 48,000 kilowatt-hours used or consumed in a month; 0.40 cents per kilowatt-hour;
 - 3) For the next 50,000 kilowatt-hours used or consumed in a month; 0.36 cents per kilowatt-hour;
 - 4) For the next 400,000 kilowatt-hours used or consumed in a month; 0.35 cents per kilowatt-hour;
 - 5) For the next 500,000 kilowatt-hours used or consumed in a month; 0.34 cents per kilowatt-hour;
 - 6) For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.32 cents per kilowatt-hour;
 - 7) For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.315 cents per kilowatt-hour;
 - 8) For the next 5,000,000 kilowatt-hours used or consumed in a month; 0.31 cents per kilowatt-hour;
 - 9) For the next 10,000,000 kilowatt-hours used or consumed in a month; 0.305 cents per kilowatt-hour; and
 - 10) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month, 0.30 cents per kilowatt-hour.
- c) *Tax is additional.* The taxes enumerated in this section shall be in addition to the payment of money or value of products or services furnished to the City by the taxpayer as compensation for the use of its streets, alleys or other public places, or installation and maintenance therein, thereon or thereunder of poles, wires, pipes or other equipment used in the operation of the taxpayer's business.
- d) *Collection.* The tax imposed under this Section shall be collected from purchasers by the person maintaining a place of business in this state who delivers electricity to such purchasers. This tax shall constitute a debt of the purchaser to the person who delivers the electricity to the purchaser and is recoverable at the same time and in the same manner as the original charge for delivering the electricity. Any tax required to be collected under this section, and any tax in fact collected, shall constitute a debt owed to the City by the person delivering the electricity, provided, that the person delivering electricity shall be allowed credit for such tax related to deliveries of electricity, the charges for which are written off as uncollectible, and provided further, that if such charges are thereafter collected, the delivering person shall be obligated to remit such tax.
- e) *Tax and report transmittal.* Every tax collector shall transmit to the Department, for receipt by the Department no later than the last day of each calendar month, or the first business day thereafter if the last day is a weekend day or a federal holiday, a sum of money equal to the amount of local electricity utility tax collected for the preceding calendar month, accompanied by a report upon forms prescribed by the Department, indicating the gross receipts the preceding calendar month, and such other information as the Department may require for enforcement of this Section.

f) Failure to file a return or remit tax.

- 1) Any person who fails to file a return when and as required under this Section shall pay to the City, in addition to the amount of tax required to be transmitted, a penalty of ten percent (10%) of the tax that such person is required to transmit to the City for each 30-day period that the return remains unfiled; provided, however, a twenty percent (20%) penalty shall be imposed for any fraudulent failure to file a return. Failure to file a return within three (3) months after receiving notice of the delinquency of such return shall be deemed fraudulent failure to file a return. Failure to provide required supporting documentation along with the return shall be deemed a failure to file a return and may be subject to penalties pursuant to this Subsection.
- 2) Any person who files a return at the time required by this Section but fails to transmit the tax proceeds, or any portion thereof to the City when due, shall pay to the City, in addition to the amount of tax required under this Section, a penalty of ten percent (10%) of the amount of tax not transmitted to the City for each 30-day period during which the tax remains unpaid; provided, however, the fraudulent failure to pay such tax shall result in a twenty percent (20%) penalty. Failure to pay taxes due within three (3) months after receiving notice of the delinquency of such taxes shall be deemed fraudulent failure to pay such tax.
- 3) In addition to any penalty for which provision is made in this Section, any amount of tax not transmitted when due shall bear interest at the rate of two percent (2%) per month, or fraction thereof, until fully transmitted.
- 4) In addition to any of the previous penalties above set forth, any person who is required under this Section to file a return and to transmit the tax proceeds, but fails to do so in a timely manner, shall be ineligible for any reimbursement of funds from the City if they were in arrears at the time the event for which reimbursement is sought occurs; or if they have been in arrears for any amount of time, on two or more occasions in the previous preceding twelve (12) months from when application for reimbursement was made.
- 5) Any officer or employee of any corporation which is an owner subject to the provisions of this Section who has the control, supervision or responsibility of collecting tax proceeds, filing returns and transmitting collected tax proceeds of the tax imposed by this Section and who willfully fails to file such return or to transmit any tax proceeds so collected to the City shall be personally liable for any such amounts collected, including interest and penalties thereof, if after proper proceedings for the collection of such amount such corporation is unable to pay such amounts to the City, and the personal liability of such officer or employee, as provided in this Section, shall survive dissolution of the corporation. For purposes of this Subsection, a person willfully fails to act if he takes any conscious and voluntary action intending not to perform any of his obligations hereunder, including, but not limited to, the utilizing of tax proceeds collected for the City to pay any other corporation obligations.

- g) *Exemptions.* None of the taxes authorized by this Section are imposed with respect to the following, and, as to any such, the provider shall not be required to collect any such taxes:
- 1) The City and/or any transaction originating from any and all City-owned property.
 - 2) Any transaction in interstate commerce, or otherwise, to the extent to which such transaction may not, under the laws of the United States, be made the subject of taxation by the State of Illinois or any political subdivision thereof.
- h) *Collection.* Whenever any person shall fail to pay any tax as provided in this Section, the City Attorney shall, upon the request of the City Manager, bring or cause an action to enforce the payment of such tax on behalf of the City in any manner authorized by law or this Code.
- i) *Proceeds of taxes and fines.* All proceeds resulting from the imposition of the tax under this Section, including penalties, shall be paid into the Treasury of the City of Pekin, and shall be credited to and deposited in the corporate fund of the City.
- j) *Penalties.* Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this Section, except when otherwise specifically provided herein, upon conviction thereof, shall be punished by a fine of not less than \$250.00 nor more than \$1,000.00 for the first offense, not less than \$500.00 nor more than \$2,000.00 for the second offense, not less than \$1,000.00 nor more than \$4,000.00 for the third offense, not less than \$2,000.00 nor more than \$5,000.00 for the fourth and each subsequent offense, or five times the amount of the tax imposed, whichever is higher, for a second or subsequent offense. Each day a violation continues or is allowed to continue after written notice thereof is provided by the City shall be considered a separate offense. The purpose of imposing the penalties provided for the violation of this Section is to ensure the integrity of the collection process established pursuant to this Section.

Sec. 7-1-12. – Water utility tax.

- a) *Definitions.* For the purposes of this Section, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this Subsection:

Department means the Finance Department of the City of Pekin.

Gross receipts means the consideration received for distributing, supplying, furnishing or selling water for use or consumption and not for resale, and the consideration received for distributing, supplying, furnishing or selling water for use or consumption and not for resale, and for all services rendered in connection therewith valued in money, whether received in money or otherwise, including cash, credit, services and property of every kind and material and for all services rendered therewith, and shall be determined without any deduction on account of the cost of the service, product or commodity supplied, the cost of materials used, labor or service

cost, or any other expenses whatsoever. For purposes of this section "gross receipts" shall not include amounts added to customers' bills under section 9-221 of the Public Utility Act (220 ILCS 5/9-221).

Person as used in this article means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation, the state or any of its political subdivisions, any state university created by statute, or a receiver, trustee, guardian or other representative appointed by order of any court.

Purchase at retail means any acquisition of water by a purchaser for purposes of use or consumption, and not for resale, but shall not include the use of water by a public utility directly in the generation, production, transmission, delivery or sale of water.

Purchaser means any person who uses or consumes, within the corporate limits of the City, water acquired in a purchase at retail.

- b) *Tax imposed.* Except as otherwise provided in this Section, a tax is imposed on all persons engaged in the business of distributing, supplying, furnishing, or selling water for use or consumption within the corporate limits of the City, and not for resale, at a rate of five percent (5%) of the gross receipts therefrom.
- c) *Tax is additional.* The taxes enumerated in this section shall be in addition to the payment of money or value of products or services furnished to the City by the taxpayer as compensation for the use of its streets, alleys or other public places, or installation and maintenance therein, thereon or thereunder of poles, wires, pipes or other equipment used in the operation of the taxpayer's business.
- d) *Tax and report transmittal.* Every taxpayer shall transmit to the Department, for receipt by the Department no later than the last day of each calendar month, or the first business day thereafter if the last day is a weekend day or a federal holiday, a sum of money equal to the amount of local water utility tax collected for the preceding calendar month, accompanied by a report upon forms prescribed by the Department, indicating the gross receipts the preceding calendar month, and such other information as the Department may require for enforcement of this Section.
- e) Failure to file a return or remit tax.
 - 1) Any person who fails to file a return when and as required under this Section shall pay to the City, in addition to the amount of tax required to be transmitted, a penalty of ten percent (10%) of the tax that such person is required to transmit to the City for each 30-day period that the return remains unfiled; provided, however, a twenty percent (20%) penalty shall be imposed for any fraudulent failure to file a return. Failure to file a return within three (3) months after receiving notice of the delinquency of such return shall be deemed fraudulent failure to file a return. Failure to provide required supporting documentation along with the return shall be deemed a failure to file a return and may be subject to penalties pursuant to this Subsection.

- 2) Any person who files a return at the time required by this Section but fails to transmit the tax proceeds, or any portion thereof to the City when due, shall pay to the City, in addition to the amount of tax required under this Section, a penalty of ten percent (10%) of the amount of tax not transmitted to the City for each 30-day period during which the tax remains unpaid; provided, however, the fraudulent failure to pay such tax shall result in a twenty percent (20%) penalty. Failure to pay taxes due within three (3) months after receiving notice of the delinquency of such taxes shall be deemed fraudulent failure to pay such tax.
 - 3) In addition to any penalty for which provision is made in this Section, any amount of tax not transmitted when due shall bear interest at the rate of two percent (2%) per month, or fraction thereof, until fully transmitted.
 - 4) In addition to any of the previous penalties above set forth, any person who is required under this Section to file a return and to transmit the tax proceeds, but fails to do so in a timely manner, shall be ineligible for any reimbursement of funds from the City if they were in arrears at the time the event for which reimbursement is sought occurs; or if they have been in arrears for any amount of time, on two or more occasions in the previous preceding twelve (12) months from when application for reimbursement was made.
 - 5) Any officer or employee of any corporation which is an owner subject to the provisions of this Section who has the control, supervision or responsibility of collecting tax proceeds, filing returns and transmitting collected tax proceeds of the tax imposed by this Section and who willfully fails to file such return or to transmit any tax proceeds so collected to the City shall be personally liable for any such amounts collected, including interest and penalties thereof, if after proper proceedings for the collection of such amount such corporation is unable to pay such amounts to the City, and the personal liability of such officer or employee, as provided in this Section, shall survive dissolution of the corporation. For purposes of this Subsection, a person willfully fails to act if he takes any conscious and voluntary action intending not to perform any of his obligations hereunder, including, but not limited to, the utilizing of tax proceeds collected for the City to pay any other corporation obligations.
- f) *Exemptions.* None of the taxes authorized by this Section are imposed with respect to the following, and, as to any such, the provider shall not be required to collect any such taxes:
- 1) The City and/or any transaction originating from any and all City-owned property.
 - 2) Any transaction in interstate commerce, or otherwise, to the extent to which such transaction may not, under the laws of the United States, be made the subject of taxation by the State of Illinois or any political subdivision thereof.
- g) *Collection.* Whenever any person shall fail to pay any tax as provided in this Section, the City Attorney shall, upon the request of the City Manager, bring or cause an action to

enforce the payment of such tax on behalf of the City in any manner authorized by law or this Code.

- h) *Proceeds of taxes and fines.* All proceeds resulting from the imposition of the tax under this Section, including penalties, shall be paid into the Treasury of the City of Pekin, and shall be credited to and deposited in the corporate fund of the City.
- i) *Penalties.* Any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this Section, except when otherwise specifically provided herein, upon conviction thereof, shall be punished by a fine of not less than \$250.00 nor more than \$1,000.00 for the first offense, not less than \$500.00 nor more than \$2,000.00 for the second offense, not less than \$1,000.00 nor more than \$4,000.00 for the third offense, not less than \$2,000.00 nor more than \$5,000.00 for the fourth and each subsequent offense, or five times the amount of the tax imposed, whichever is higher, for a second or subsequent offense. Each day a violation continues or is allowed to continue after written notice thereof is provided by the City shall be considered a separate offense. The purpose of imposing the penalties provided for the violation of this Section is to ensure the integrity of the collection process established pursuant to this Section.

Sec. 7-1-13. – Utility tax rebate.

- a) *Definitions.* For the purposes of this Section, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this Subsection:

Person means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint adventure, corporation, limited liability company, municipal corporation or political subdivision of this state; or a receiver, trustee, conservator or other representative appointed by order of any court.

Purchase at retail means any acquisition of gas, electricity, or water by a purchaser for purposes of use or consumption, and not for resale, subject to Sections 10, 11, and 12 of this Chapter.

Purchaser means any person who uses or consumes, within the corporate limits of the City, gas, electricity, and/or water acquired in a purchase at retail.

Utility tax means the collective of taxes imposed under Sections 10, 11, and 12 of this Chapter.

- b) *Rebate.*

- 1) All purchasers of gas, electricity, and/or water shall receive from the City rebate of all utility tax paid above two-hundred fifty thousand dollars (\$250,000) within each fiscal year of the City.

- 2) A purchaser shall only be owed rebate described in this Section after having submitted to the Finance Department a request for such rebate upon forms prescribed by the Department, indicating the payment of the utility tax along with proof of such payment and such other information as the Department may require.
- 3) Rebates described in this Section shall be released by the City within fifteen (15) business days of a completed request; provided, rebate shall not be due from the City sooner than thirty (30) days after receipt of the applicable tax payment.
- 4) After the City has received a utility tax payment, the purchaser shall have ninety (90) days to request a rebate for such utility tax, or the purchaser shall automatically forfeit any claim to such rebate.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 22, 2024
To: Members of the City Council
From: Robert Grogan, Finance Consultant

AGENDA ITEM: Ordinance No. 4186-23/24 Amending Chapter 3 of the Pekin City Code Regarding Garbage Collection Fees

DESCRIPTION: The City charges user fees for garbage collection. The current fees are not sufficient to maintain acceptable garbage and sewer services, which has resulted in negative cash balances in the Solid Waste Fund totaling over \$1 million owed to the General fund that could be spent on other projects. Therefore, staff has included increases to these fees in the FY2025 budget to address the structural insufficiency as follows:

	Garbage Collection Fee
Current Monthly Rate	\$20.00
Monthly Rate as of May 1, 2024	\$25.00
Monthly Rate Increase May 1 of Each year thereafter thru May 1, 2029	\$1

At Council's direction, staff does intend to put out an RFP for solid waste services coinciding with the landfill contract negotiations and the Teamster Union contract negotiations in 2025.

A more detailed memo is included in the packet.

Staff recommends approval of the attached ordinance implementing the increases described above.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

Notes: Projected revenue increases for FY25 based on these rate increases are \$708,600 to Garbage Fund. Aside from covering regularly increasing expenses, the additional revenue will be used to pay back money owed to the General fund (unless forgiven by future Council action) and pay capital costs previously paid by General fund dollars (e.g. garbage trucks).

REVIEWED BY:

Katherine Swise, City Attorney
Robert Grogan, Finance Consultant
John Dossey, City Manager
Sue McMillan, City Clerk

Approved - 4/17/2024
Approved - 4/17/2024
Approved - 4/17/2024
New -

Ordinance No. 4186-23/24 Amending Chapter 3 of the Pekin City Code Regarding Garbage Collection Fees

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 provides garbage collection service to City residents; and

WHEREAS, the City has established a garbage collection fee schedule; and

WHEREAS, the garbage collection fee is currently set at \$20.00 per month and has been at that level since 2019; and

WHEREAS, the City Council of the City of Pekin has determined it is in the best interest of the City to increase the garbage collection fee to maintain financial sustainability of the Garbage Fund.

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

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

Section 2. Chapter 3, Article 1, Division 2, Section 2 of the Pekin City Code is hereby amended, replacing the entirety of subsection (a) with the following:

Sec. 3-1-2-2. Garbage collection fee schedule.

(a) A fee for solid waste collection services shall be charged at a rate of \$25.00 per month beginning May 1, 2024, and shall increase annually by \$1 through May 1, 2029, and shall increase each May 1 thereafter by three percent (3%).

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

Section 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, approval and ten (10) day period of publication in the manner provided by law but not before May 1, 2024.

RESULT: (0 TO 0)

MOVER:	None
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	

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

Office of the City Manager

To: Mayor Burress, City Council

From: John Dossey, City Manager

Date: April 10, 2024

Subject: Solid Waste Fund

Mayor, and City Council

As part of the budget discussions, it has been recommended for staff to evaluate the current rates as they apply to solid waste. There has been much debate over the years regarding solid waste, in particular about how it was to be funded. One question that has arisen: was solid waste paid for via the tax levy? As has been presented in the current budgets, it is clear that currently the Solid Waste Fund is being loaned cash by the General Fund. Because of this, we are at a cross road where we must make a decision on the future of the Solid Waste Fund and the direction our community and Council wish to go regarding this service. Staff is looking for direction so that we may best utilize our resources regarding this issue. The following is to provide necessary information to Council so that an informed decision can be made.

History

Staff reviewed the history of the Solid Waste Fund in efforts to have a complete understanding of decisions and discussions had by former administrations and Councils. The following information is what we have found in efforts to establish a time line, and provide information to this Council and future Administrations moving forward.

1991-1999	Looking back through the history of the Tax Levy, the City was levying garbage from 1991 to 1999. It appears in 1999 that the City most likely moved to a contracted service with either WM or PDC. See attached Levy history.
5/2/1997	Letter from BFI submits proposal to handle solid waste services. This was a four-year contract. There was a four-year option at the end of the first four years that would be renewed every year. The initial term ran from 9/1/97 to 8/31/2001. It appears the City exercised three optional years, ending the service 8/31/2004.
7/1/2003	Special planning meeting for council. Work plan for top priority was to prepare for the new contract with option of in-house collection. Council will adjust to

John V. Dossey, City Manager
111 S. Capitol Street, Pekin, Illinois 61554 * Phone (309) 478-2325



CITY OF PEKIN

Office of the City Manager

	increasing landfill charges and investigate user fees. Some other discussion occurred regarding funding sources to cover the budget deficit and allow restoration of some capital spending that was discussed included waste water user fees, garbage collection fees, utility tax, use of reserves, and short term borrowing. Similar discussions that we are having today.
2004	City brought Solid Waste back in house beginning September 1.
4/5/2004	Meeting minutes summarizing progress of re-establishing solid waste.
1/1/2006	City Clerk puts out request to other municipalities for information regarding fees for solid waste collection.
4/14/2014	Several community members attended this council meeting to speak in support of the garbage fee. The fee was to be \$12.00. The budget was presented at this meeting by City Manager Joe Wuellner with a recommendation to balance a deficit of \$1.6 million with the implementation of a garbage fee. As per minutes reviewed.
5/1/2014	Ordinance establishes garbage fee at \$12.00
1/18/2016	2015 audit letter from Willock Warning & Co stating that they had special comments on Sewerage and Solid Waste Funds. They believed these two funds needed to be looked at carefully due to cash deficits being accumulated. Recommendations were made, but not necessarily maintained at least for solid waste.
5/1/2017	Ordinance establishing Garbage Fee Schedule: May 1, 2017 \$16 May 1, 2018 \$18 May 1, 2019 \$20 May 1, 2020 \$22 May 1, 2021 \$23
4/13/2020	Resolution 2882-19/20 was passed by Council during COVID to in essence freeze the May 1, 2020 increase of \$2 (\$22) at \$20.
3/8/2021	Authorized purchase of recycle carts. Discussion of RFP for solid waste collection. Motion made to move discussion to next meeting.
4/26/2021	Council voted on resolution 2966-20/21 again keeping the rate frozen at \$20.
7/26/2021	City Council meeting bid for solid waste collection awarded to City of Pekin. PDC bid for this service, but did not include landfill disposal cost of \$3 per household per month based on an estimated 11,800 residences. See attached spreadsheet showing suggested Pekin rates.



CITY OF PEKIN

Office of the City Manager

Analysis

I first want to discuss the tax levy and solid waste being paid for out of the levy. From 1991 to 1998, the City did receive \$5,919,527 from the levy that went to the garbage fund. In 1998, it appears that the City levied less for garbage as they determined to contract to an outside source for providing solid waste pickup. In 1997, the City began the process to find a waste hauling service and entered into an agreement that started on September 1, 1997. This contract is attached in the packet and was for four years, with four one-year options.

In reviewing this agreement, the City picked up the first three (3) option years. The City then chose to end service with the contractor and bring solid waste back inhouse in 2004. It was determined by staff and Council at that time the service provided by the City would be cheaper and better than what was being provided.

In reviewing minutes from meetings in 2004, as well as speaking with Greg Ranney who was the Public Properties Director at the time, it was discussed that when the City went back into the solid waste business that it was going to be paid for out of the General Fund. Dennis Kief was the City Manager at the time and is referenced in the meeting minutes stating the contracts were negotiated with the teamsters to add the solid waste personnel, and trucks were purchased. (Attached in packet).

For 10 years, the General Fund subsidized the solid waste operations. Then, on April 14, 2014, the budget was before Council for approval. In that meeting, a member of the public spoke about a budget deficit of \$1.6 Million, and garbage operating costs being at \$1.6 million. During the meeting the City Manager discussed garbage service and that the \$1.6 million in revenue generated from a \$12 fee being established would offset operational costs. Ultimately, this budget with the \$12 fee passed.

In the 2015 audit, it was noted as an item of concern by the auditor that the Solid Waste Fund had accumulated a \$724,000 deficit, and it needed to be reviewed and suggestions were offered regarding this Fund. It would appear that it was not until May of 2017 that a schedule was fully implemented, based on audit recommendations, that took into account cost of service increases. At that time, beginning May 1, 2017, the cost increased to \$16.00. The amount was set to increase \$2 every year, until 2021, where the fee was to be at \$23 and at which time the City would re-evaluate costs and determine whether an adjustment was necessary. It is assumed this was a response to the audit findings and discussions.



CITY OF PEKIN

Office of the City Manager

2020 was certainly an unusual year as this is when COVID hit, and the pandemic caused a lot of uncertainty. Due to all of the uncertainty, Council decided to freeze the solid waste fee at \$20 instead of allowing the \$2 increase that would have brought the rate to \$22. Then on March 8, 2021, Council discussed doing another RFP for solid waste collection, but the end result was pushing the discussion to another meeting.

Next, on April 26, 2021 Council voted on resolution 2966-20/21 to again keep the solid waste rate frozen at \$20, which is where it stands today. This has not been revisited by staff or Council to date. Further, in review of past audits in particular the 2015 audit, it was recommended by the auditor that we look at two funds closely, and one of those funds was the solid waste fund. Clearly, this was a concern that has to date not yet been properly addressed.

Further, if rates would have continued on the margins of increase that was established, 2024 could potentially be at \$27. Neither staff nor Council went back to readdress the freeze after 2020 and 2021 COVID issues.

Financial Review

Staff has been reviewing financial information pertaining to the Solid Waste Fund. In review of the available data from 2010 to 2014, it is shown that Solid Waste has been consistently losing money, and the General Fund has been lending money to cover the losses. This lending takes away from several of the capital projects that have been a priority of Council. Since we began charging fees, we have cumulatively lost \$1.34 Million, without accounting for depreciation for the past three years. In 2015, the City wiped away all of the solid waste deficit that had accumulated prior to charging fees (a total of approximately \$15 million dollars). Currently, the General Fund is owed approximately \$2.7 million dollars, all accumulated since 2015. (See Chart Below)



CITY OF PEKIN

Office of the City Manager

Garbage History						
Cash + DTFD	Year	Cash	DTDF	Profit (Loss)	Transfers to GF	Comments
(2,056,728)	2024	651,087	(2,707,816)	(37,634)	-	not yet full year, no depreciation yet
(2,472,841)	2023	362,585	(2,835,426)	(123,863)	-	depreciation not booked yet
(2,355,444)	2022	260,288	(2,615,733)	271,795	-	depreciation not booked yet
(2,360,844)	2021	260,991	(2,621,835)	(160,364)	-	
(2,293,080)	2020	(1,701,997)	(591,084)	(469,172)	(424,099)	only transfer from repealed policy
(2,040,424)	2019	906,546	(2,946,970)	(215,084)	-	
(2,201,088)	2018	311,352	(2,512,440)	(62,605)	(199,648)	Admin overhead cost
(1,174,455)	2017	(1,174,455)	-	(19,731)	(193,095)	Admin overhead cost
(1,210,491)	2016	(1,210,491)	-	(418,110)	(177,105)	Admin overhead cost
(895,499)	2015	(895,499)	-	(104,374)	(47,867)	Admin overhead cost
(15,065,601)	2014	(15,065,601)	-	(1,837,573)	(47,867)	Admin overhead cost
(13,201,580)	2013	(13,201,580)	-	(1,979,647)	(47,867)	Admin overhead cost
(11,158,844)	2012	(11,158,844)	-	(2,175,440)	(47,867)	Admin overhead cost
(9,157,867)	2011	(9,157,867)	-	(1,879,953)	-	
(7,278,229)	2010	(7,278,229)	-	(1,888,429)	-	
Pre 2015						
15,065,601 was forgiven to the GF			cumulative losses			
			since charging a fee	(1,339,143)	(1,041,814)	Total Transfers
			losses since 2010	(9,761,042)	(761,317)	Total Transfers for overhead

There is no denying that costs have increased since 2004. In fact, at the time of this memo being drafted, inflation increased to 3.5%, up from 3.1%. Fuel costs are higher, personnel costs are contractual with built in increases, and insurance costs have increased. The Teamsters contract expires on April 30, 2024, and we can anticipate further increase in personnel costs. The City is nearing the end of our current 20-year contract with GFL, and next year we will be in a new negotiation with our landfill in which we anticipate costs will significantly increase.

Recommendations

Based on past history, we have certainly had this discussion before, and it appears to have been one on going for several years. We are faced with making a tough decision now.

In reviewing the information and history of our Solid Waste Fund, one thing stands clear. If we do not address the issues that are evident from the financial information, the City will not be able to continue to provide this service. Therefore, staff is recommending the following:



CITY OF PEKIN

Office of the City Manager

- Reinstatement of the Solid Waste increase that was frozen in 2020, and increase it to \$25 effective May 1, 2024 (Fiscal Year 2025).
- Create an additional increase of \$1 per year until FY2030. (Note: This will end at \$30)

Additionally, the following options are worth research and consideration after budget approval:

- Rate adjustments based on Teamsters and Landfill agreement negotiations.
- RFP in early 2025 in conjunction with the contract negotiation for solid waste services.
- Senior Citizen discount
- Multiple Can Fees
- Recycle Every other week
- Other programs to deal with those suffering income hardships.

Staff believes that this will put solid waste back on the plan that was in place prior to 2020, and will have a positive impact on that fund sustaining itself. As always, staff is open to suggestions and direction regarding this matter.

Respectfully

J. Dossey
City Manager

1/25/16 CITY COUNCIL
MEETING

WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61654

TELEPHONE (309) 347-3152
FAX (309) 347-3153

January 18, 2016

Dear Mayor and City Council Members:

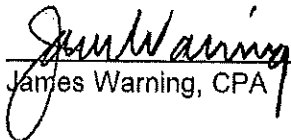
Please find attached an outline and a summary of selected financial information of the City of Pekin for fiscal year ended April 30, 2015. I will be reviewing this information with you at next Monday's City Council meeting.

I will comment on the overall financial condition of the City; however, most of my time will be spent on the General Fund and two Funds I believe should be looked at carefully by you due to the cash deficits being accumulated - the Sewerage Fund and the Solid Waste Fund.

I ask that you bring your copy of the annual financial statements of the City as well as the individual financial statements of the Sewerage Fund (along with our letter of comments) and the Solid Waste Fund.

If you have questions on this information or on any items within the financial statements; please feel free to contact me.

Sincerely,


James Warning, CPA

JW/dl

Enclosures, as above

SEWERAGE FUND

Our concern of the Sewerage Fund involves the cash flow results from operating activities and debt service costs.

The following is information from the past three fiscal years and our projections for the next two years:

	Fiscal Year Ended <u>April 30,</u>	Operating <u>Income</u>	Operating <u>Expenses</u>	Debt Service <u>Costs</u>	Net Cash <u>Flow</u>
	2013	\$ 3,048,626	\$ (2,121,058)	\$ (490,510)	\$ 437,058
	2014	3,359,919	(2,023,750)	(1,016,053)	320,116
	2015	3,852,825	(2,728,871)	(2,081,771)	(957,817)
Projected	2016	4,600,000	(2,300,000)	(2,607,000)	(307,000)
Projected	2017	4,600,000	(2,400,000)	(2,933,000)	(733,000)

Notes regarding the above information:

- The last scheduled user rate increase ends after fiscal year 2016.
- The annual debt service costs will be at least \$2,933,000 beginning in fiscal year 2017 and will continue through the year 2033.
- Operating expenses are estimated to increase 3% annually.
- Operating expenses in FY15 included one-time sludge removal costs of approximately \$500,000.

Wastewater Service Fees

Number of customers - 13,400

Current scheduled service fees - \$5.24 per thousand gallons of water used plus \$3.00 per month.

Actual service fees billed - For the months May-October, the amount billed is the lesser of water actually used in those 6 months or the monthly average of water used in the winter months of November-April.

Late payment penalties:

Current penalty is the greater of 85¢ or 1.5% of the balance due.

East Peoria charges 10% of the balance due.

Washington charges a flat \$10.

Peoria charges 85¢ processing fee plus 1% of balance due.

Potential sources of additional cash:

•Discontinue the abatement of real estate taxes levied for the debt service costs of the General Obligation Bonds, Series 2010. The annual debt service costs are approximately \$500,000.

•Bill all customers the full rate per thousand gallons of water used or at least reduce the number of months used in the averaging process.

•Increase late payment fees.

•Increase other charges for services - North Pekin sewer treatment fees, sewer connection fees, licenses and permits.

SOLID WASTE FUND

Fiscal year 2015 was the first year the Solid Waste Fund was reported as a separate accounting fund rather than a department of the General Fund. The change was due to the implementation of the solid waste user fee of \$12 per month which began September, 2014.

The operating activities of the Solid Waste Fund resulted in a cash deficit of approximately \$724,000 for FY2015 (page 5 in Solid Waste financial statements).

Expected User Fees for FY2016:

Annual user fee per customer - \$144

User fees expected - \$1,666,480 (assuming no increase in customer accounts receivable. There are no penalties for late payments).

Going forward, how much of an annual cash deficit can be expected assuming:

- No change in user fee rates;
- Operating expenses maintaining an average 2% increase per year (page 9 of financial statements);
- Other revenues remain intact;
- Paying Sewerage Fund for absorbing the costs of billing and administration;
- No change in waste collection procedures.

Other questions:

- Should an amount for the eventual replacement of vehicles and equipment be included in the annual costs of operating the Fund?
- Are there alternative cost-savings methods that can be utilized?
- If the cash deficits continue and are significant, is the General Fund expected to absorb those deficits?



City of Pekin

May 16, 1997

Dick Hierstein, City Manager
400 Margaret Street
Pekin, IL 61554

Mr. Hierstein:

After reviewing the sanitation contracts received and opened on May 2nd, 1997 I would make the following recommendations. Please review the attached bid sheets.

For the garbage contract I would recommend Browning Ferris Industries to receive a four year garbage removal and transportation contract of the prices stated on the bid sheet. At the end of that four years the City of Pekin will decide a continuation of the contract through the option years also included in the bid sheet.

I would also recommend that based on the bids received on the yard waste and recycling pick up and transportation, that the City of Pekin continue to do both the services in house, as has been performed for the past four years.

We have received bids from Pekin Recycling and I. Erlichman for our recycling material separation. While Erlichman is the better bid, I did two test runs to Erlichman's. The first took 1 hour 17 minutes while the second trip took 1 hour 28 minutes. Over the four year contract based on 1996-97 tonnages we would spend \$12,106.00 by going to Pekin Recycling versus going to Erlichman, but when taking the time into thought we would spend at least 1 hour per day per truck or an additional \$30.00 for both trucks. If we take this over the year we could spend in excess of \$7,800.00 yearly or \$31,200.00 over the four year contract by taking the materials to Erlichman's. Given the situation as it is at this time I would request that all bids received on the Recycling processing for the City of Pekin be rejected. This will give me time to re-evaluate my options and possibly rebid this portion of our contract. The existing contract is in place until September 1, 1997 therefore I will have adequate time to re-evaluate the processing.

In summary, in 1990 when I came to work for the City of Pekin, our garbage bill was in excess of \$1,320,000.00 for garbage pick up only. In 1996-97 the year just finished we had actual garbage costs of \$1,113,389.86 minus \$145,000.00 from the county for an actual cost to the City of Pekin of \$968,898.60. As you can see we have done well since 1990. I will continue to work to keep

Dick Hierstein, City Manager
May 16, 1997
Page 2

our costs down yet provide the best services possible to the residents of the City of Pekin. I would appreciate your considerations of my recommendations for sanitation for the City of Pekin for the next four years.

Sincerely,

A handwritten signature in cursive script, reading "Gregory J. Ranney".

Gregory J. Ranney
Director of Public Properties

GJR:lmr

cc: Mayor
City Council

**ASSIGNMENT AND ASSUMPTION
OF SOLID WASTE AGREEMENT**

This Assignment and Assumption of Solid Waste Agreement is entered into on this 26th
_____ day of January, 1998, by and between BROWNING-FERRIS
INDUSTRIES, a _____ corporation ("Assignor"), and WASTE MANAGEMENT
OF ILLINOIS, INC., ("Assignee").

In consideration of the mutual covenants set forth herein, and for other valuable
consideration, the receipt and sufficiency of which is hereby acknowledged by both parties
hereto, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby assign to Assignee all of the Assignor's right, title and interest
in and to that certain Solid Waste Agreement dated as of August 27, 1997, by and between
Assignor and the City of Pekin, a municipal corporation of Tazewell County, Illinois, pertaining
to the collection of waste within the City of Pekin, Illinois.

2. Assignee does hereby assume and agree to perform all of Assignor's duties and
obligations arising under the Agreement from and after the date hereof.

3. The Agreement shall remain in full force and effect, on the terms contained therein,
except as follows:

a. The terms of the Agreement shall not be affected if the refuse collected
cannot be hauled to the existing landfill, for any reason.

b. On an ongoing basis during the term of the Agreement, and any extension
thereof, a 30 yard container will be located by Assignee at 1420 So. Second Street for City
cleanup purposes at no charge.

c. All monthly reports furnished to the City shall be provided on a computer disk.

d. In addition to all other obligations, the Assignee shall pick up garbage at the sewage treatment plant located on River Road, in Pekin, Illinois.

e. Assignee shall, within 60 days, become part of the City cleanup program known as "Spruce Up Pekin," at no additional charge to the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth hereinabove.

ASSIGNOR:

By: *Ken M. Felt*
Its: *District Vice President*

ASSIGNEE:

By: *Steven J. Hansen*
Its: *Division mgr.*

CONSENT OF CITY OF PEKIN

The City of Pekin, Illinois, does hereby consent to the foregoing Assignment and Assumption of the Solid Waste Agreement pursuant to the terms of this document. In addition, the City hereby releases Browning-Ferris Industries from all obligations arising under said Agreement from and after the date of this document. The City hereby acknowledges and agrees that the Agreement is in full force and effect, has not been modified or amended (except as provided herein), and that no default exists under said Agreement, nor has there been any event which, with the passing of time or the giving of notice, would constitute an event of default under said Agreement.

CITY OF PEKIN


MAYOR

ATTEST:


CITY CLERK

NOTICE OF AWARD

To: Browning-Ferris Industries
2022 West Townline Road
Peoria, IL 61615

Project Description: Collection and Transportation of the City of Pekin' residential solid waste (excluding yardwaste and curbside recycling) at the Tazewell County Landfill.

The OWNER has considered the Proposal (Bid) submitted by you for the above described work.

You are hereby notified that your proposal (Bid) has been accepted for items in the amount of \$477,840.00 (first year) or at the Proposal Unit Prices for the four (4) year contract.

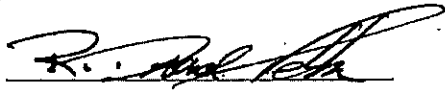
You are required by the Notice to Bidders to execute the CONTRACT and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said certificates of insurance within fifteen (15) days from the date of this Notice, the CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The CITY will be entitled to such their rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the CITY.

Dated this 15th day of August 1997.

City of Pekin

By: 

Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by BFI WASTE

SYSTEMS OF NORTH AMERICA, INC. this the 27th day of August, 1997.

By: 

Title: District Vice President



COUNCIL/MANAGER
GOVERNMENT

City of Pekin

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

400 COURT STREET PEKIN, ILLINOIS 61554 (309) 477-2307 FAX (309) 346-5328

TRANSMITTAL SHEET

DATE: February 11, 1998

FROM: Sue E. McMillan
City Clerk

TO:

COMPANY: Browning-Ferris Industries
2022 W. Townline Road
Peoria, Illinois 61615

SUBJECT: Assignment and Assumption of
Solid Waste Agreement

COMMENTS:

Enclosed is an executed original of the Assignment and Assumption of Solid Waste Agreement between Browning-Ferris Industries and Waste Management. This agreement was approved by the City of Pekin at the Council meeting of January 26, 1998.



COUNCIL/MANAGER
GOVERNMENT

City of Pekin

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

400 COURT STREET PEKIN, ILLINOIS 61554 (309) 477-2307 FAX (309) 346-5328

TRANSMITTAL SHEET

DATE: February 11, 1998

FROM: Sue E. McMillan
City Clerk

TO:

COMPANY: Waste Management of Peoria
206 W. Camp Street
East Peoria, Illinois 61611-2004

SUBJECT: Assignment and Assumption of
Solid Waste Agreement

COMMENTS:

Enclosed is an executed original of the Assignment and Assumption of Solid Waste Agreement between Browning-Ferris Industries and Waste Management. This agreement was approved by the City of Pekin at the Council meeting of January 26, 1998.



City of Pekin

February 3, 1998

Greg Ranney
1420 S. 2nd Street
Pekin, Illinois 61554

RE: Certificate of Insurance

Dear Greg:

Enclosed in triplicate is the assignment from Browning-Ferris to Waste Management. Also enclosed is the original Certificate of Insurance from Waste Management.

Please see that the Mayor executes the consent of the City of Pekin. The original should be maintained by the City Clerk, the other originals should be returned to Browning-Ferris and Waste Management.

Thank you for your help.

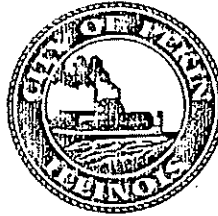
Very truly yours,

CITY OF PEKIN

Patrick E. Oberle

Patrick E. Oberle - Corporation Counsel

PEO:dm
Enclosure



COPY

City of Pekin

January 28, 1998

Steve Harenberg
Waste Management of Illinois, Inc.
206 W. Camp Street
East Peoria, IL 61611

RE: City of Pekin - Assignment and Assumption of
Solid Waste Agreement

Dear Steve:

Enclosed herewith in triplicate is the above-captioned document. Please have all copies signed by the appropriate officials of Browning-Ferris Industries and Waste Management and return to us. We will then forward to the City for execution.

If you have any questions, please give me a call.

Very truly yours,

CITY OF PEKIN

By _____
Patrick E. Oberle - Corporation Counsel

PEO:cad

Enclosures

cc: Sue McMillan, City Clerk

ACORD.**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

1/29/98

PRODUCER

Near North Ins Brokerage, Inc.
75 North Michigan Avenue
Suites 18, 19, & 20
Chicago, IL 60611

CODE 430/98055

SUBCODE

WM

INSURED

Waste Management of Peoria
206 W. Camp St.
East Peoria, IL 61611-2004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER A

Continental Casualty Company

COMPANY
LETTER BCOMPANY
LETTER CCOMPANY
LETTER DCOMPANY
LETTER E

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	GL161790505 OPERATIONS	5/15/97	5/15/00	GENERAL AGGREGATE	\$ 5,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ 5,000
	☐ CLAIMS MADE ☒ OCCUR.				PERSONAL & ADVERTISING INJURY	\$ 5,000
	☒ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 5,000
	☒ PROD/COMP.				FIRE DAMAGE (Any one fire)	\$ 5,000
	☒ CONTRACTUAL				MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY	BUA161790472	5/15/97	5/15/00	COMBINED SINGLE LIMIT	\$ 5,000
	☒ ANY AUTO				BODILY INJURY (Per Person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
	☐ OTHER THAN UMBRELLA FORM				\$	\$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC161790469	5/15/97	5/15/00	STATUTORY	
					\$	5,000 (EACH ACCIDENT)
					\$	5,000 (DISEASE-POLICY LIMIT)
					\$	5,000 (DISEASE-EACH EMPLOYEE)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

All operations and the equipment of the insured.

CERTIFICATE HOLDER 00108

CITY OF PEKIN
Margaret St.
Pekin, IL 61554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**PROCEEDINGS OF A SPECIAL PLANNING MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD AT PEKIN INSURANCE LODGE MEETING ROOM
ON MONDAY, JULY 21, 2003, AT 12:00 NOON.
LYN N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, MADDOX, JONES, MASSAGLIA, AND RICHMOND

ABSENT: NONE

Notice of a special planning meeting to prioritize issues, goals and objectives of the City was posted and received by Council on July 18 2003

Also present were City Manager Dick Hierstein, Corporation Counsel Patrick Oberle, Assistant City Attorney Burt Dancey, Engineer Joe Wuellner, Fire Chief John Janssen, Finance Director Bob Reis, Public Properties Director Greg Ranney, Community Development Coordinator Pamela Anderson, Library Director Paula Weiss, City Clerk Sue McMillan, Public Works Director Dennis Kief and *Pekin Daily Times* Reporter Sharon Woods Harris. John Sharp member of the press from the *Peoria Journal Star* was represented after the meeting.

Terry Kohlbuss was the facilitator for the retreat. He started out with a discussion of the responses that he received from participants to the question "What makes a city a good place to work and live?" Those responses are attached.

We then participated in a SWOT analysis.

STRENGTHS listed were:

- Low taxes, especially real estate taxes
- Parks
- Location
- Multi-modal transportation (river, air, rail, highway)
- Schools/teachers
- Public safety
- Public employees
- Natural environment
- Public library
- Hospital
- Form of government
- Opportunities for higher education
- Streets and roads (street maintenance)
- County seat
- Local newspaper
- Riverway business park
- Government cooperation between elected and appointed officials
- Historic downtown buildings
- Great public input and involvement
- Religious buildings/places of worship
- Clean community

WEAKNESSES listed were:

- Tax perceptions
- Cultural diversity

- Lack of freeway access
- Per capita income
- Subsidized housing units
- Number of low-income households
- Number of single-parent households
- Lack of diverse retail
- Need for innovation in education to low income families
- Reluctance to change
- Lack of employment opportunities to draw former Pekin students back to Pekin
- Age of infrastructure
- Lack of “upscale” restaurants
- Perception of Pekin in the Tri-County area

THREATS listed were:

- Decreased revenue
- Aging infrastructure
- Lack of retail
- Fate of region
- Perception of low income
- Restaurant/retail not service oriented
- Riverfront vs. Mineral Springs Park
- Caterpillar contract expiration
- Meth labs and juvenile crime
- Retirements in city government
- Environmental rules and regulations (landfill, garbage, EPA)
- Privatization of education
- Public safety costs
- Retirement benefits
- Health insurance costs
- Technology expectations
- Less face to face interaction
- Lack of understanding of jobs in different departments and positions

OPPORTUNITIES listed were:

- Riverfront
- Area for development
- Veterans Drive
- Industrial Park expansion
- Library update and expansion
- East Court Village
- Continued community assessment
- Improved infrastructure
- Jobs with power plants
- Business innovation
- Coal resource in area
- Alternative education
- Water company acquisition
- Computer technology
- Size of community and size of government

- Accessibility and ability to make decisions
- Youth council
- HUD funding
- Strength of non-profits in the community
- Utilities
- Natural resources

PRIORITIES (elected officials are first #/staff is second) listed were:

- Identify infrastructure needs 3/4
- Retirement benefits/health insurance 1/0
- Source of revenues 3/7
- Diversity of business 0/1
- Streetscape downtown 1/0
- Sewer/wastewater treatment and solid waste upgrades 1/3
- Acquire water company 1/6
- Resolve old west campus 0/0
- Improve communication between taxing bodies 0/1
- Extend downtown TIF sales tax 0/1
- Final payment for the Dirksen Center 0/1
- Communication between departments 0/1
- Better relations among staff members 0/1
- Expand business park 3/1
- Solve crime problems/meth labs 1/0
- Identify community expectations of city government 0/6
- School improvement 1/3
- Veterans Drive completion 4/8
- Riverfront development 4/2
- Public safety personnel, facilities and equipment 1/3
- Job and business retention and expansion 0/1
- Solid waste 0/0
- Expand and extend Enterprise Zone 0/0
- Cost out investments and priorities 1/1
- Better inspection of subdivision development 0/2
- Stormwater/flooding problems 1/0
- Identify housing needs 0/0

Discussion ensued on areas of significant differences between ratings by Mayor and Council compared to Staff. Those areas were: water company acquisition, expanding the business park, identifying community expectations of city government, and riverfront development. In the areas of water company acquisition and riverfront development, it was determined that many people took those issues as being certain items for proceeding. The elected officials felt that they had a good grasp of community expectations, and it was agreed that the relaying of that sense will just take some time. The current lack of a willing seller of property adjacent to Riverway Business Park seemed to have impacted the lack of priority for that item with staff as compared to the Mayor and Council rating.

The top priorities therefore were in order

1. Veterans Drive
2. Riverfront development
3. Sources of revenue

4. Identify infrastructure needs
5. Acquire water company
6. School improvement
7. Public safety
8. Solid waste
9. Expand business park
10. Identify expectations

It was then decided that acquisition of the water company and riverfront development were in process and did not warrant further discussion. It was further decided that school improvement was primarily the responsibility of others and would not be further discussed.

Work plans for the top priorities were agreed on as follows:

Veterans Drive – We will maintain the local funding commitment. We will pursue state and federal funding for the future phases aggressively. We will obtain right of way as it becomes available. We will finalize the corridor for the route to Interstate 474.

Sources of Revenue – We will identify and examine local revenue source options. We will ensure that our legislators are aware of the adverse impacts on city services from state cutbacks and regulations. We will then select local option(s). Continuing efforts will be made to expand and diversify our tax base.

Infrastructure Needs – Waste water treatment facility expansion will be pursued. We will identify priorities of elected officials, which are not included in the current Capital Improvement Plan. Improvements to storm and sanitary sewer systems to eliminate flooding problems will be pursued. Curbs and sidewalks will receive greater focus. The fire station will continue to be included in the Capital Improvement Plan.

Public Safety – Additional personnel and related necessary equipment will be addressed. This will include the Police, Fire and Inspections Departments.

Solid Waste – We will prepare for the new contract with the option of in-house collection as an alternative. We will adjust to increasing landfill charges and investigate user fees.

Expand the Business Park – We will continue to try to find a willing seller and identify funding sources for purchase and development.

Funding sources to cover the budget deficit and allow restoration of some capital spending were then discussed. The options included:

- Waste water user fees
- Garbage collection fees
- An increase in the sales tax
- Cut in personnel
- Utility tax
- Use of reserves
- Short term borrowing

- Increase the property tax
- Service cuts
- In-house street maintenance
- In-house operation of the wastewater treatment plant
- In-house garbage collection
- Stormwater utility
- Water company buyout
- Wheel tax
- Hotel-motel tax increase

The Mayor and Council then expressed their current preferences among those options. Four favored short-term borrowing. Four favored a garbage collection fee. Three favored use of reserves. Three favored an increase in the sales tax. There was one vote in favor of a utility tax and one vote in favor of a stormwater utility. The City Manager will assemble an analysis of these options for the Council. He will then poll them to see what method is preferred after that additional consideration. The Mayor and Council will then be asked to make a final decision.

Financing strategies will take into account priorities for capital needs, sanitary/storm sewer improvements (18th Street, Derby and Parkway), and increased costs mandated by the state.

No action was taken.

MEETING ADJOURNED AT 5:00 P.M.

Dick Hierstein
City Manager

Sue E. McMillan
City Clerk

**PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, APRIL 5, 2004 AT 3:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, MADDOX, RICHMOND, JONES, AND MASSAGLIA

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor Howard.

Roll was called and all commissioners were present.

Mayor Howard requested the Council consider an agreement for the Riverfront first in order of business to allow Branden DesCarpentrie of Farnsworth Group, Inc. to speak prior to discussion of solid waste. Motion was then made by Com'r. Massaglia and seconded by Com'r. Maddox the amend the agenda. On roll call vote, all present voted Aye.

Agenda

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **agenda be approved as amended**. On roll call vote, all present voted Aye.

New Business

Motion by Com'r. Jones, seconded by Com'r. Richmond, that the **AGREEMENT FOR ENGINEERING SERVICES WITH FARNSWORTH GROUP, INC.** for Riverfront Park in the amount of \$107,180.00 be approved. Kim Uhlig, Director of Planning and Development explained to Council the City had received the OSLAD grant and were moving forward with the development of the riverfront. Changes to the original discussion with the company for consulting included in-house staff overseeing some of the project and the Park District playing a bigger role in planting aspects. Mayor Howard questioned if the Intergovernmental Agreement with the Park needed to be completed before approving the proposal. Corporation Counsel Patrick Oberle advised Council on the progress of the agreement that original was given the Park Board in August 2003. Branden DesCarpentrie project Manager, stated work authorization was critical to begin survey, bidding and construction by October of this work season. Council discussed the critical nature of the Park District agreement and felt the financial contribution was minor to project. On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia that the **LETTER OF UNDERSTANDING BETWEEN THE CITY OF PEKIN AND TEAMSTERS LOCAL UNION 627** be approved. The Council was provided with a packet of information regarding the steps necessary in providing solid waste garbage collection in-house by August. Greg Ranney Director of Public Property spoke to Council on the proposal to add four garbage truck drivers and a working foreman to a Teamster contract, which expires in April 2005. Com'r. Jones questioned the estimated increase in personnel costs and the ability of drivers to assist in snowplowing. On roll call vote; Ayes, Massaglia, Maddox, Richmond, Howard; Nay, Jones. Motion carried.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the proposal from **PRAIRIE INTERNATIONAL TRUCKS, INC, FOR FOUR NEW GARBAGE TRUCKS**, in the amount of \$483,438.00 be approved. Mr. Ranney next proposed purchasing trucks from the company which is able to extend State of Illinois pricing bid for vehicles to municipalities. Total proposed was \$483,438.00, which Council was told was \$116,562.00 less than budgeted.

Additional information presented in the packet and discussed for recommendation or direction included:

- Purchase of used backup truck from City of Pontiac for an estimated \$40,000.00
- Refused cart program (Elgin Illinois example)
 - Mandatory requirement of toters
 - Safety environment for drivers
 - Community uniformity and cleanliness

Detailed examples were presented and several samples of refuse carts were available for viewing for the Council. Mr. Ranney stated he had received interest from contractors for the approximately 11,000 refuse carts needed if the program was mandatory for the first year. David Schwab was in attendance and answered questions of the present program Waste Management offers the Pekin community. Mayor Howard indicated the City would not be going back to alley pickup for safety reasons even if Waste Management contract was not renewed. Com'r. Jones questioned City Manager Dennis Kief on the following issues:

- 12-year life of a garbage truck. Mr. Schwab indicated their company averages 7 years
- Revenue stream to pay for trucks. Mr. Kief indicated from the General Fund with no property tax increase.
- Payment of the proposed \$483,438.00 purchase. Mr. Kief indicated the amount would be financed.
- Non-budgeted costs of toters
- Difficulty in maintenance and tracking of toters

Com'r. Massaglia spoke in support of the program. Mr. Schwab told Council Waste Management was open to discussion on extending or not extending (notification period requirement) the contract and would work through the City's transition. Spruce Up Pekin was still in the process of being coordinated for the May 1 spring date.

Mr. Ranney summarized the 11 years of monitoring solid waste and expressed that he felt this was the last component to bring together the collection of yard waste, recycling and garbage for the best in-house service for the citizens of Pekin.

On roll call vote; Ayes, Massaglia, Maddox, Richmond, Howard; Nay, Jones. Motion carried.

Other Business

Reporters from the *Peoria Journal Star*, *Pekin Daily Time* and Media were given the opportunity to ask questions. No questions were received.

Com'r. Jones questioned the advertisement for a GIS person. The City Manager informed Mr. Jones that employee Matt Kaufman had left City employment and that he was seeking replacement to the position.

No further business to come before the Council, a motion was made by Com'r. Massaglia, seconded by Com'r. Richmond that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 4:25 P.M.



Sue E. McMillan
City Clerk

January 26, 2004

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that the **Consent Agenda be approved as presented with corrected bids tab sheet for Solid Waste Collection.**

4. Receive and File Bids for City of Pekin Solid Waste Collection Contract Open January 19, 2004

February 23, 2004

Motion by Com'r. Maddox, seconded by Com'r. Richmond, that the **BIDS FOR GARBAGE COLLECTION AND TRANSPORTATION BE REJECTED AND THE DIRECTOR OF PUBLIC PROPERTIES BE AUTHORIZED TO PURSUE BRINGING THE GARBAGE COLLECTION IN-HOUSE, I.E. NEGOTIATING UNION CONTRACTS, OBTAINING QUOTES ON VEHICLES, ETC..** On roll call vote, all present voted Aye.

May 4, 2004

Motion by Com'r. Maddox, seconded by Com'r. Massaglia that the **LETTER OF UNDERSTANDING BETWEEN THE CITY OF PEKIN AND TEAMSTERS LOCAL UNION 627** be approved. The Council was provided with a packet of information regarding the steps necessary in providing solid waste garbage collection in-house by August. Greg Ranney Director of Public Property spoke to Council on the proposal to add four garbage truck drivers and a working foreman to a Teamster contract, which expires in April 2005. Com'r. Jones questioned the estimated increase in personnel costs and the ability of drivers to assist in snowplowing. On roll call vote; Ayes, Massaglia, Maddox, Richmond, Howard; Nay, Jones. Motion carried.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the proposal from **PRAIRIE INTERNATIONAL TRUCKS, INC, FOR FOUR NEW GARBAGE TRUCKS**, in the amount of \$483,438.00 be approved. Mr. Ranney next proposed purchasing trucks from the company which is able to extend State of Illinois pricing bid for vehicles to municipalities. Total proposed was \$483,438.00, which Council was told was \$116,562.00 less than budgeted.

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community. Mayor Howard indicated the City would not be going back to alley pickup for safety reasons even if Waste Management contract was not renewed. Com'r. Jones questioned City Manager Dennis Kief on the following issues:

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Com'r. Massaglia spoke in support of the program. Mr. Schwab told Council Waste Management was open to discussion on extending or not extending (notification period requirement) the contract and would work through the City's transition. Spruce Up Pekin was still in the process of being coordinated for the May 1 spring date.

Mr. Ranney summarized the 11 years of monitoring solid waste and expressed that he felt this was the last component to bring together the collection of yard waste, recycling and garbage for the best in-house service for the citizens of Pekin.

On roll call vote; Ayes, Massaglia, Maddox, Richmond, Howard; Nay, Jones.
Motion carried.

June 7, 2004

Public Property Director Greg Ranney told Council that staff was at a point in the garbage program scheduled to begin in-house on September 1, that there was need for direction from Council regarding the use of **TOTERS**. Council discussed the present receptacle arrangement of voluntary toter use. Presently about 3,300 users are billed by Waste Management for 90-gallon totes. The Council further discussed mandating toter use, which would then need a decision on who pays for purchase for over 11,000 households. Costs quotes for garbage carts assembled and delivered to the houses from 6 vendors were presented to Council. Samples were on display and descriptions available in materials presented to Council. Questions followed regarding larger item pickup, uses of stickers, weight limits, workers comp and injuries of garbage collection employees, special walk-up program for handicapped and disabled taxpayers, enforcement if mandatory. Com'r. Richmond spoke in support of a toter program but felt he needed to vote in response to the voice of the community who were not in favor of being mandated to change. Commissioners Jones, Massaglia, and Maddox spoke in support of a mandatory program for toters as a matter for a more uniformed, cleaner city and based on recommendation as a safety issue and insurance savings cost factor. Com'r. Jones stated he was not in favor of taking over the garbage service but did favor beginning it right with safety measures of using totes. Mayor Howard spoke in opposition to requiring that carts be used by the entire populace based on input he received from a large number of senior citizens.

The following addressed Council and spoke in opposition of mandating totes
Bill Gilroy 1312 South 11th Street Marian Goeken 901 Monroe
George Carver 2 Crimson Court

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that the **CITY OF PEKIN MOVE TO MANDATORY TOTERS**. On roll call vote, Ayes, Jones, Maddox, Massaglia; Naves, Richmond, Howard. Motion Carried.

City Manager Dennis Kief asked that Council provide input over the next weeks on funding source to purchase initial totes. Com'r. Richmond noted that Council had been provided with bid tabulations of contacted companies.

Motion was then written and read by Com'r. Richmond, seconded by Com'r. Massaglia, that **WE GO WITH THE LOW BID OF OTTO ENVIRONMENTAL** for 8,500 90-gallon totes for \$322,065.00 \$37.89 Each and 2500 35-gallon totes for \$70,350.00 \$28.14 each. On roll call vote, all present voted Aye.

August 9, 2004

Solid Waste Collection Update

Director of Public Property Greg Ranney updated council on the City's readiness to begin solid waste collection on September 1st. He informed the members that the department is in the process of leasing or selling the totes that could be used and would be delivered the week of August 23rd. Totes are not mandatory until 2006. Commissioner Jones questioned if an accounting system was in place and was assured by the City Manager that he was meeting with the department and finance to review how the collection was in place. The Mayor informed the audience that a video of information on sizes, pricing and most asked questions regarding the totes was being produced for Channel 22 showing.

August 23, 2004

Solid Waste Collection Update

Director of Public Property Greg Ranney told Council 4000 totes were on site and over 3000 had been sold or leased in preparation to begin solid waste collection in-house on September 1. He also reported

- 4 drivers had been hired
- there would be a holiday that would put collection one day behind beginning the first full week of the program
- informational tape addressing concerns of residents had been completed and would frequently be shown on Channel 22

There was discussion regarding the confusion of Waste Management's procedures on purchase or pick-up of their totes.

September 13, 2004

Solid Waste Collection Update

Director of Public Property Greg Ranney told Council 4000 totes were on site and over 3000 had been sold or leased in preparation to begin solid waste collection in-house on September 1. He also reported

- 4 drivers had been hired

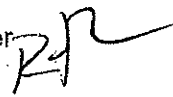
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- informational tape addressing concerns of residents had been completed and would frequently be shown on Channel 22

There was discussion regarding the confusion of Waste Management's procedures on purchase or pick-up of their toters.



City of Pekin
Finance Department

TO: Mayor Howard,
Council Members: Jones, Maddox, Massaglia and Richmond

FROM: Robert A. Reis, Sr., Finance Director/Treasurer 

SUBJECT: FY: 2005 Budget

DATE: February 10, 2004

Attached is your copy of the FY: 2005 budget that has been a product of the Council and staff for the past six months. Shown are the Budget and actual results for last year (FY: 2003), the budget and results through six months for this year (FY: 2004) and the proposed budget for FY: 2005 as it stands through the work session of February 2, 2004.

As shown on page 3 of 40, all funds are either balanced or show positive revenues for FY: 2005 except TIF #1 (Fund #270). While the budget shows an ambitious plan, without grants or other revenue sources, all that is planned for this fund cannot be accomplished in FY: 2005.

The following were the significant changes to this budget.

- Revenues were increased through the Real Estate Tax (from \$1.0659 to \$1.2950 per \$100EAV) for Police and Fire Protection, Library, and Police and Fire Pension Funds.
- Sewer usage fees were increased (from \$1.225 to \$1.99 per 1,000gal) to properly fund the Sewage Fund.
- The Garbage, Yard waste and Recycling departments were separated from the General Fund and placed in the new Solid Waste Fund (#223).
- The Library Fund (Fund #224) was separated in the budget and placed with T-P/CCC (Fund 900) as discrete Component Units.
- Special Assessments (Fund #700) was separated out.
- The Pension Funds (Police, Fund #641 and Fire, Fund #644) were placed at the end of the budget after the Discrete Component Units.
- Subtotals were placed after the General Fund, and all City Operations excluding the above mentioned.
- Major Capital Expenditures (Fire Engine, Dump Trucks) were proposed to be leased rather than purchased.
- No new personnel were added.

Respectfully,

Attachment: Final Proposed Budget

cc: Denny Klef, City Manager/Public Works Director

I:\MSWBUDGET\2005\Final Proposed Budget .doc

ORDINANCE NO. 2399
AN ORDINANCE MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES
IN THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS,
FOR THE FISCAL YEAR FROM MAY 1, 2004 TO APRIL 30, 2005
AND KNOWN AS THE ANNUAL LEVY ORDINANCE.

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

SECTION I. That there be levied upon all taxable property within the corporate limits of the City of Pekin, the same being subject to taxation, and equalization for the State and County purposes for the current year A.D. 2004, the sum of \$4,753,124.00 pursuant to the Budget Resolution #43 passed heretofore as follows (the following summary, Exhibit A attached hereto and incorporated by reference, contains the detailed levy for each department and fund):

NO	DEPARTMENT NAME	AMOUNT BUDGETED	AMOUNT LEVIED
001	ADMINISTRATION	\$ 224,536	\$
002	PLANNING & DEVELOPMENT	161,425	
003	LEGAL	268,500	
004	CITY CLERK	85,274	
005	PERSONNEL	82,567	
006	FINANCE	191,547	
007	PUBLIC WORKS	234,556	
008	TOURISM	95,000	
023	GARBAGE	948,138	
025	YARDWASTE	229,515	
026	RECYCLING	284,019	
029	UTILITY BILLING	261,828	
030	GENERAL SEWER OPERATION	1,982,375	
032	STREETS	1,640,866	
034	FIRE	4,093,140	859,612
036	MUNICIPAL BAND	16,166	
041	VFW/VETERANS DRIVE	2,245,950	
068	PUBLIC, LANDS & BUILDINGS	472,212	
069	VEHICLE MAINTENANCE	649,435	
070	NON CITY GARAGE	45,000	
092	125 CAF PLAN	40,000	
093	LIABILITY	214,105	
094	WORKMAN'S COMPENSATION	198,798	
095	HEALTH	2,698,775	
230	PUBLIC BENEFIT	0	
240	MOTOR FUEL TAX	1,942,564	
261	HUD METRO DEVELOPMENT	724,000	
270	TIF #1 CBD	2,434,444	
500	MUNICIPAL BUS	221,326	
501	SCHOOL BUS	1,220,275	
525	AIRPORT	103,757	
570	ECONOMIC DEVELOPMENT	0	
761	POLICE PATROL	4,264,505	859,612
763	POLICE SPECIAL SERVICES	718,380	
764	POLICE RECORDS	240,275	
766	PARKING LOTS/METERS	30,056	
793	ZONING & INSPECTIONS	319,797	
924	LIBRARY	913,324	754,500
941	POLICE PENSION	1,332,200	897,198
944	FIRE PENSION	1,717,200	1,382,201
990	OTHER GENERAL EXPENSES	2,029,329	
	TOTAL EXPENDITURE	<u>\$35,565,179</u>	<u>\$4,753,124</u>

BUDGET SUMMARY by FUND

FUND NAME	AMOUNT BUDGETED	AMOUNT LEVIED
GENERAL FUND	\$15,168,151	\$1,719,225
SOLID WASTE FUND	1,461,672	
PUBLIC BENEFIT FUND	0	
SEWAGE DISPOSAL FUND	2,244,203	
MOTOR FUEL TAX	1,942,564	
HUD #2: METRO DEVELOPMENT FUND	724,000	
TIF #1: CENTRAL BUSINESS DISTRICT FUND	2,434,444	
CAPITAL PROJECTS	2,245,950	
MUNICIPAL BUS FUND	221,326	
SCHOOL BUS FUND	1,220,275	
AIRPORT FUND	103,757	
ECONOMIC DEVELOPMENT	0	
INSURANCE FUND	3,141,678	
VEHICLE MAINTENANCE	694,435	
MUNICIPAL LIBRARY FUND	913,324	754,500
POLICE PENSION	1,332,200	897.198
FIRE PENSION	1,717,200	1,382,201
TOTAL EXPENDITURES	<u>\$35,565,179</u>	<u>\$ 4,753,124</u>

SECTION II. This Levy Ordinance is adopted pursuant to procedures and authority set forth in the Illinois Municipal Code and Article VII, Section 6 of the Constitution of the State of Illinois; and it is hereby provided that any limitations in the Illinois Municipal Code in conflict with this Ordinance shall not apply to this Ordinance as per the provisions of Section 6 of Article VII of the Constitution of the State of Illinois.

SECTION III. That the Clerk of the City of Pekin is hereby directed and ordered to file a certified copy of this Ordinance with the County Clerk of Tazewell and Peoria Counties, Illinois, on or before December 28, 2004.

SECTION IV. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED in due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the ____ day of December, 2004; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ____ day of December, 2004.

Lyn Howard, Mayor

ATTEST:

Sue E. McMillan, City Clerk

CITY OF PEKIN

**ORDINANCE NO. 2399
AN ORDINANCE MAKING LEVYING AND ASSESSING
MUNICIPAL TAXES IN THE CITY OF PEKIN TAZEWELL
AND PEORIA COUNTIES ILLINOIS
FOR THE FISCAL YEAR FROM MAY 1, 2004 TO APRIL 30, 2005
AND KNOWN AS THE ANNUAL LEVY ORDINANCE**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 13TH DAY OF DECEMBER, 2004**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 13TH DAY OF DECEMBER, 2004**

CERTIFICATION OF TAX LEVY ORDINANCE

CITY OF PEKIN

THE UNDERSIGNED, DULY ELECTED, QUALIFIED AND ACTING CLERK OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, DOES HEREBY CERTIFY THAT THE ATTACHED HERETO IS A TRUE AND CORRECT COPY OF THE TAX LEVY ORDINANCE OF SAID CITY FOR THE FISCAL YEAR BEGINNING MAY 1, 2004 AND ENDING APRIL 30, 2005, AS ADOPTED ON DECEMBER 13, 2004.

THIS CERTIFICATION IS MADE AND FILED PURSUANT TO THE REQUIREMENTS OF (65 ILCS 5/8-3-1) AND ON BEHALF OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS. THIS CERTIFICATION MUST BE FILED BY THE 28TH DAY, DECEMBER, 2004.

DATED THIS 13TH DAY OF DECEMBER, 2004

SUE E. MCMILLAN
CITY CLERK

**CITY OF PEKIN
PROPOSED LEVY**

	2006 Tax Levy		2007 Tax Levy	
	LEVY	RATE	LEVY	RATE
Library	\$ 937,000	\$0.2360	\$ 974,054	0.2365
Police Protection	\$ 889,795	\$0.2241	\$1,045,597	0.2539
Fire Protection	\$ 889,795	\$0.2241	\$1,045,597	0.2539
Police Pension	\$ 980,991	\$0.2471	\$ 840,749	0.2041
Fire Pension	<u>\$1,512,919</u>	<u>\$0.3811</u>	<u>\$1,457,247</u>	<u>0.3540</u>
TOTAL	<u>\$5,210,500</u>	<u>\$1.3124</u>	\$5,363,244	1.3024
% Inc / (Dec)			2.93%	(0.76)%
EAV	\$397,027,200		\$411,796,960	

The City Council of the City of Pekin will consider the adoption of the 2007 Levy Ordinance at the Council meeting of December 10, 2007 @ 5:30 p.m. The ordinance is available in the Office of the City Clerk, 111 South Capitol Street, Pekin, Illinois 61554-4108

Sue E. McMillan
City Clerk

ORDINANCE NO.
AN ORDINANCE MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES
IN THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS,
FOR THE FISCAL YEAR FROM MAY 1, 2007 TO APRIL 30, 2008
AND KNOWN AS THE ANNUAL LEVY ORDINANCE.

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

SECTION I. That there be levied upon all taxable property within the corporate limits of the City of Pekin, the same being subject to taxation, and equalization for the State and County purposes for the current year A.D. 2007, the sum of \$5,363,244.00 pursuant to the Budget Resolution #173-06/07 passed heretofore as follows (the following summary, Exhibit A attached hereto and incorporated by reference, contains the detailed levy for each affected department and fund):

BUDGET SUMMARY BY FUND

FUND NAME	AMOUNT BUDGETED	AMOUNT LEVIED
GENERAL FUND	\$17,905,290	\$2,091,194.00
SOLID WASTE FUND	2,000,868	
SEWAGE DISPOSAL FUND	4,565,326	
MOTOR FUEL TAX	1,802,000	
STORM SEWER	847,608	
HUD #2: METRO DEVELOPMENT FUND	648,181	
TIF #1: CENTRAL BUSINESS DISTRICT FUND	705,806	
CAPITAL PROJECTS	3,101,000	
MUNICIPAL BUS FUND	190,911	
SCHOOL BUS FUND	1,176,439	
AIRPORT FUND	83,230	
ECONOMIC DEVELOPMENT	148,000	
INSURANCE FUND	3,742,904	
VEHICLE MAINTENANCE	1,343,148	
MUNICIPAL LIBRARY FUND	1,263,150	974,054.00
POLICE PENSION	1,746,853	840,749.00
FIRE PENSION	2,197,700	1,457,247.00
 TOTAL EXPENDITURES	 <u>\$43,468,414</u>	 <u>\$ 5,363,244.00</u>

SECTION II. This Levy Ordinance is adopted pursuant to procedures and authority set forth in the Illinois Municipal Code and Article VII, Section 6 of the Constitution of the State of Illinois; it is hereby provided that any limitations in the Illinois Municipal Code in conflict with this Ordinance shall not apply to this Ordinance as per the provisions of Section 6 of Article VII of the Constitution of the State of Illinois.

SECTION III. The Clerk of the City of Pekin is hereby directed and ordered to file a certified copy of this Ordinance with the County Clerk of Tazewell and Peoria Counties, Illinois, on or before December 26, 2007.

SECTION IV. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED in due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 10th day of December, 2007; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

PRESENT:

APPROVED this 10th day of December, 2007.

R. David Tebben

ATTEST:

Sue E. McMillan, City Clerk

CITY OF PEKIN

**ORDINANCE NO. 2541-07/08
AN ORDINANCE MAKING LEVYING AND ASSESSING
MUNICIPAL TAXES IN THE CITY OF PEKIN TAZEWELL
AND PEORIA COUNTIES ILLINOIS
FOR THE FISCAL YEAR FROM MAY 1, 2007 TO APRIL 30, 2008
AND KNOWN AS THE ANNUAL LEVY ORDINANCE**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 10TH DAY OF DECEMBER, 2007**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 10TH DAY OF DECEMBER, 2007**

CERTIFICATION OF TAX LEVY ORDINANCE

CITY OF PEKIN

THE UNDERSIGNED, DULY ELECTED, QUALIFIED AND ACTING CLERK OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, DOES HEREBY CERTIFY THAT THE ATTACHED HERETO IS A TRUE AND CORRECT COPY OF THE TAX LEVY ORDINANCE OF SAID CITY FOR THE FISCAL YEAR BEGINNING MAY 1, 2007 AND ENDING APRIL 30, 2008, AS ADOPTED ON DECEMBER 10, 2007.

THIS CERTIFICATION IS MADE AND FILED PURSUANT TO THE REQUIREMENTS OF (65 ILCS 5/8-3-1) AND ON BEHALF OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS. THIS CERTIFICATION MUST BE FILED BY THE 26TH DAY, DECEMBER , 2007.

DATED THIS 10TH DAY OF DECEMBER, 2007

SUE E. MCMILLAN
CITY CLERK

CITY of PEKIN, ILLINOIS

	2006	Actual	2007	Proposed
	Levy	Rate	Levy	Rate
Library	\$ 937,000	\$0.2360	\$ 974,054	\$0.2365
Police Protection	889,795	0.2241	1,045,597	0.2539
Fire Protection	889,795	0.2241	1,045,597	0.2539
Police Pension	980,991	0.2471	840,749	0.2041
Fire Pension	1,512,919	0.3811	1,457,247	0.3540
CITY of PEKIN	\$5,210,500	\$1.3124	\$5,363,244	\$1.3024
% Inc / (Dec)			2.93%	-0.76%
Equalized Assessed Valuation	\$397,027,200		\$411,796,960	

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET**

ON MONDAY, APRIL 14, 2014 AT 5:30 O'CLOCK P.M.

LAURIE L. BARRA * MAYOR * PRESIDING

**PRESENT: COUNCIL MEMBERS, ABEL, MCCABE, GILLESPIE, GOLDEN, ORRICK,
HENDRICKS AND BARRA,**

ABSENT: NONE

The Pledge of Allegiance was led by Mayor Barra.

Roll was called. All members were physically present. A quorum was present.

AGENDA

Motion by Council Member Hendricks, seconded by Council Member McCabe that the agenda be approved as presented. On roll call vote all present voted Aye.

MINUTES

Motion by Council Member Hendricks, seconded by Council Member Abel that the minutes of the Regular City Council Meeting of March 24, 2014 and the Budget Work Session of March 18, 2014 be approved as written. On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Keith Gleason, 905 Bacon Street, Teamsters Local Union No 627 President, spoke in favor of the garbage tax assessment. He stated with the budget constraints there was a need to raise revenue to provide all the services the public relied on. The employees deserved it. He asked Council to pass New Business item 9.1, amending the Code to establish a \$12.00 fee.

Gary Tinervin, 2209 Sierra Drive, spoke in support of the garbage fee, stating he did not mind paying for the service he gets.

Greg Ranney, 2102 Sierra Drive, told the Council he hoped the garbage fee, which had been recommended for 6-8 years, would pass to cover the \$1.6 million operation. He encouraged the City to take the time to implement the fee in a fair way. He expressed he would like to see the expense covered on the tax bill.

Sally Johnson, 1503 N. 13th Street, felt the Council meeting agendas should be made available to the public sooner than the meeting. Mayor Barra asked that the City Clerk explain that the Council is given the agenda and Council packet of materials 7 days prior to the meetings and to the public had access 5 days in advance on the website and in hard copy at City Hall. Ms. Johnson also spoke in opposition to 3% employee raises, and felt the "ring-road should be put on hold.

Sara VanDuker, 13467 Walnut Street, Manito and 25 City workers, stated she had no problem with the \$12.00 fee and wished that was all she had to pay for garbage collection.

Doug Arrowsmith, 1510 South 6th St., spoke of the continuous years that the Council lowered the tax rate or kept the rate flat since solid waste collection was implemented in-house as the reason that the City was in the situation of not balancing a budget at this time without a fee. He spoke in support of a \$12.00 garbage fee.

Pamala Pichon, 1100 South 5th Street, spoke in support of the garbage fee and the collection service provided by excellent employees who take pride in what they do.

CONSENT AGENDA

Motion by Council Member Golden, seconded by Council Member Orrick that the **CONSENT AGENDA** be approved as presented. The following was presented for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports: Building Department March Report

7.2 Proclamation: "National Telecommunications Week" April 13-19, 2014
"Supportive Living Week" April 21-27, 2014
"Stand Against Racism" April 25, 2014
"Student Success at PCHS Week" April 21-25, 2014

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

The Hearing was opened by Mayor Barra at 5:46 p.m. for the purpose of receiving comments on the **FISCAL YEAR BUDGET MAY 1, 2014 THROUGH APRIL 30, 2015.**

Ann Witzig, 11501 Antioch, Tremont, questioned the Council on the payment of Anytime Fitness listed as an expense in the Budget. Mrs. Witzig was told that the membership was part of the City Wellness Program offered to employees.

Keith Gleason asked Council to receive comments, take another look at the Budget and make sure it was not being balanced on the backs of the City employees by asking for increased health premiums.

Gary Tinervin, 2209 Sierra Drive, commented on the coincidence of the Budget deficit being \$1.6 and the Garbage operations costing \$1.6 million. He also noted that 70% of the Budget being personnel expense was a lot. He questioned if contracting for the solid waste collection was reviewed and was told that last year comparisons showed a savings of \$200,000 for in-house service.

Jim Mangan, 1200 Parkway Drive, addressed the Budget. He stated he provided data from City reports to the Council that proved the garbage fee was not necessary if his suggestions to reduce excess personnel in the fire department had not been ignored. He urged Council to postpone the vote on the Budget in order to evaluate the \$1.3 million savings suggested by bringing the fire department in line with the actual operation.

No other comments were heard. Mayor Barra thanked the staff for the time spent in submitting a responsible Budget. The Hearing was closed at 6:00 p.m.

NEW BUSINESS

ORDINANCE NO. 2698-13/14
AMENDING TITLE 5, CHAPTER 2, ARTICLE A.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING GARBAGE, REFUSE, AND LITTERING

Motion by Council Member Gillespie, seconded by Council Member Abel that Ordinance No. 2698-13/14 be adopted. City Manager Joseph Wuellner recommended the amendment establishing a fee for the City to provide residential garbage collection and maintaining collection service of garbage, yard waste, recyclables and refuse. Mr. Wuellner stated the fee would generate the \$1.6 million revenue to offset the operational costs. Council Member Golden opposed the fee. He had suggested to consider providing service to unincorporated areas of Pekin. The City Manager responded that expanded service would not be cost effective and would require additional equipment and man power. Member Golden expressed opposition to a flat fee. Council Member Gillespie spoke in support of the implementation a fee. He felt that a change for the service, recommended by staff for years, was not unreasonable at \$12.00. Council Member Orrick questioned some of the details and new \$20 fee for pickup of larger furniture and appliances items. He read a request of from a resident that the City consider other options to the imposed fee such as inclusion of the service in the levy. Council Member Abel felt the department could not continue to run without a revenue source. He stated he would be in favor of the expense being included in the levy. Council Member McCabe reported on the research he had conducted himself with comparable municipalities regarding the collection of solid waste. He spoke in support of the \$12.00 service fee. Council Member Hendricks felt it was difficult decision with the recommendation presented. He felt there was a need for a fairer implementation and a need to consider hardship. He stated he could not support the ordinance. Mayor Barra agreed the fairest way to pay for the service was through the property tax. She would support the \$12.00 fee. On roll call vote, Ayes, Gillespie, McCabe, Abel, Barra; Nays, Golden, Orrick, Hendricks. Motion Carried.

RESOLUTION NO. 97-13/14

ADOPTING THE FISCAL YEAR BUDGET MAY 1, 2014 THROUGH APRIL 30, 2015

Motion by Council Member Gillespie, seconded by Council Member Orrick that Resolution No. 97-13/14 be adopted. City Manager Joseph Wuellner presented the proposed budget with his recommendation to balance the deficit of \$1.6 million with the approved implementation of the garbage fee. Also included was the transfer of \$710,000 from the Bus Fund to the General Fund which would provide funding to reinstate some of the critical road and infrastructure projects. Council Member Golden questioned why money could be transferred from the Bus Fund but he was told previously when suggesting a transfer of funds it was not allowed under general accounting procedures. Golden Member Golden questioned the Manager on several topics he related to his decision on the Budget regarding reserves of fund balances, policy of vehicle maintenance account as an on going expense, 70% of budget being personnel expense. The Council Member questioned the accountability for the funds that were reportedly budgeted for 20 years totaling \$800,000 for a 1995 Accessibility Plan for wheel chair ramp projects. He commented that Council could not ask taxpayers to pay fees to balance a budget without history of accountability. Mayor Barra asked that Community Development Director Pamela Anderson examine budget years of HUD and related federal funds and report back to Council. Council Member Orrick commented on 3% increases to salaries costing \$425,000.00. He suggested reducing the budget with wage freeze. He questioned what the City was doing to curtail workers comp cases. Council member Gillespie stated that collective bargaining agreements dictate most if the 3% and an attempt to reduce that typically had an arbitrator rule on the side of labor. Council Member Abel spoke in support of budgeting funds to get the streets back in shape. Council Member McCabe questioned is the ISO rating would be affected in reducing the fire department. Council Member Hendricks stated he had nothing to add but would be voting no on the budget. Mayor Barra commented that only 15 cents on the dollar of the tax bill goes to the City. The approximate \$642,000 received does not cover unanticipated expenses such as last year's flooding, tornado damage, and snow events. On roll call vote, Ayes, Gillespie, McCabe, Abel, Barra; Nays, Golden, Orrick, Hendricks. Motion Carrie

RESOLUTION NO. 98-13/14

RESOLUTION IN SUPPORT ON THE EXTENSION OF AN ENTERPRISE ZONE

Motion by Council Member McCabe, seconded by Council Member Hendricks that Resolution No. 98-13/14 be adopted. City Manager Joseph Wuellner told the Council the resolution represented the City of Pekin's written support for the continuation of the Pekin Area Enterprise Zone. the City of Pekin, East Peoria, Washington, Morton Tremont, Germantown Hills, and Tazewell County, The resolution provided for the approval of an amount not to exceed \$25,0000.00, the City's zone boundary portion, for defining Local Labor Market Area, a qualified state application criteria, by Economic Development Resources, LLC. On roll call vote, all present voted Aye.

RESOLUTION NO. 99-13/14

MOTOR FUEL TAX RESOLUTION FOR ANNUAL GENERAL MAINTENANCE OPERATIONS

Motion by Council Member Abel, seconded by Council Member Gillespie that Resolution No. 99-13/14 be adopted. Council was informed that the resolution appropriated MFT Funds in the amount of \$487,000.00 for the estimate of costs of various street department budgeted operations. Items included lights, signals, tree removal, salt for plowing and street materials. On roll call vote, all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Hendricks that the **AGREEMENT WITH ILLINOIS CENTRAL RAILROAD COMPANY** be approved. Council was advised that the agreement allowed the City to petition the Illinois Commerce Commission to allow for the relocation and widening of the existing crossing at VFW Road /Veterans Drive. The improvement would include the necessary safety devices required by the ICC. It was recommended to approve pending the final cost from the ICRR doing business as Canadian National Railroad be incorporated as to not delay the schedule needed to petition the ICC. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Police Chief Nelson urged drivers to be cautious of motorcycles as the weather gets nicer. Fire Chief Kurt Nelson alerted the public to check and replace smoke detectors and carbon monoxide detectors. City engineer Michael Guerra advised for safety and visibility reasons, VFW would be closing from the intersection of IL 29 to 5th Street as construction work of Veterans Drive resumes next week. Council Member McCabe promoted

the excellence achieved by the student participating in the Destination Imagination competition. He included bicycle riders in the warning to motorists to be aware. Council Member Gillespie thanked the employees that showed interest in the decisions that Council made on the garbage fee and budget by attending the meetings. Council Member Orrick questioned if cycle motorists were also ticketed for violations of the noise ordinance. He read a citizen's comments to him that everyone would like a job such as the City workers that produced a 3% raise every year. They felt the City should tighten its belt in expenses instead. Council Member Orrick then made a motion to add to the next Council Agenda a policy that people not covered by a contract instead of receiving a 3% raise, receive 1.8% based on performance. He clarified that he was suggesting a 1 year policy. The City Manager responded to Council Member Golden's previous week question of an issue of a waterline. Council Member Golden was told that the newspaper ad for the police department was not that officers were needed but the notice was required to update the eligibility list. The Police Chief also reported to the Council Member that the department had a Cops-for-Kids Program.

The following public members addressed the Council:

Christine Shock, 2507 Cherry Lane,

Shannon Cox, 649 South 11th Street announced the Art Market at the Riverfront, May 31st through the summer.

Sharon Garlish, 39 Circle Drive, Central Illinois Health Care Association (CIHCA) distributed an announcement for Environmental Value of Clean Energy forum on April 16, 2014, at the Peoria Labor Temple.

Nathan Ujinski, 1204 South 18th Street thanked the Council for their time and consideration for solutions to the budget shortfall.

Ann Witzig stated she was disappointed that as a landlord she was responsible for payment of a garbage fee when often her rental properties are vacant.

Jim Mangan, 1200 Parkway Drive, stated that Council Member McCabe accepted answers from the Fire Chief without verifying they were correct and that he had been shown a greater work loan than the data presented.

EXECUTIVE SESSION

Motion by Council Member Orrick, seconded by Council Member Gillespie that the Council move to Executive Session at 7:50 p.m. to discuss 65 ILCS 120/2 (c) (2.) Collective Bargaining and (6.) Lease of Municipally Owned Property and (1.) Personnel be approved. On roll call vote, all present voted Aye.

No further business to come before the Council, motion by Council Member Orrick, seconded by Council Member Gillespie that Council adjourn. Motion carried voice vote. Mayor Barra adjourned the meeting in open session.

COUNCIL ADJOURNED AT 8:20 P.M.

Sue E. McMillan
City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: July 26, 2021
To: Council Members
From: Mark Rotherth, City Manager

AGENDA ITEM: Resolution No. 297-21/22 Bid Award for Solid Waste Collection Services to City of Pekin

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin accepted sealed bid proposals for residential solid waste collection services within the corporate limits of the City. Through this RFP solicitation, the City received two (2) bid proposals for the solid waste collection services, one from Peoria Disposal Company (PDC) and one from the City's Solid Waste Division of Public Works.

The bid proposals were reviewed by City Staff and it was determined the PDC bid excluded the landfill disposal cost from their submitted bid price. In order to accurately compare the PDC bid with the Pekin Solid Waste Division Bid, the landfill disposal fees needed to be added to the monthly cost submitted by PDC. Staff therefore projected these monthly tipping fees based on current fees paid by the City. The monthly per tipping fees were conservatively estimated to be \$3.00 per household. In accordance with the RFP requirements, the bid proposal from the City's Solid Waste Division of Public Works included the tipping fees in the proposed fee schedule. Staff has comparatively summarized both proposals in the attached bid tabulation.

Bids were evaluated for their full operational cost that includes collection, hauling, and disposal tipping fees. The City of Pekin Solid Waste Division's bid proposal was found to be the most economically favorable, including lower monthly fees, lower purchase cost on wheeled carts, and lower bulk item disposal fees. Staff therefore recommends the award of the solid waste services to the City of Pekin Solid Waste Division.

The request to award the solid waste collection services to the City of Pekin Solid Waste Division includes weekly residential collection, transportation and disposal of garbage, recycling, and yard waste for approximately 11,800 residential units, and the pick-up of solid waste at various public facilities. In addition, the Solid Waste Division will continue providing bulk-item pickup, bi-annual bulk-item pickup events, and walkup services for qualifying residents.

FINANCIAL IMPACT: Will vary year to year based on proposed fee schedule

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: City will provide solid waste collection services

IMPACT IF DENIED: City will not provide solid waste collection services

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.

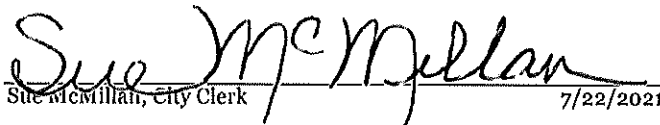
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility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

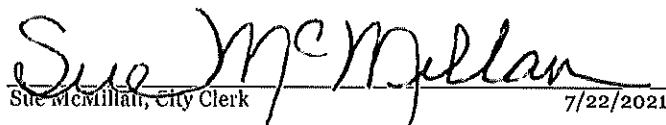
REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:


Sue McMillan, City Clerk 7/22/2021


Sue McMillan, City Clerk 7/22/2021

Date:

RFP FOR SOLID WASTE COLLECTION SERVICES - BID TABULATION SHEET

PDC

Period	Per Month Cost for Garbage, Recycling & Yard Waste Services	Estimated Per Month Landfill Cost (not factored into PDC Bid)	TOTAL*	Cost of Garbage Carts (95 Gal)	Cost of Recycle Carts (95 Gal)	Cost/ Bulk Item	Walk-up Fee**	Collection at public facilities	Two Citywide Cleanup Events
FY23	\$20.25	\$	3.00	\$23.25	\$	100 \$	40 \$	Included	Included
FY24	\$20.95	\$	3.00	\$23.95	\$	100 \$	40 \$	Included	Included
FY25	\$21.55	\$	3.00	\$24.55	\$	100 \$	40 \$	Included	Included
FY26	\$22.14	\$	3.00	\$25.14	\$	100 \$	40 \$	Included	Included
FY27	\$22.74	\$	3.00	\$25.74	\$	100 \$	40 \$	Included	Included
FY28	\$23.36	\$	3.00	\$26.36	\$	110 \$	40 \$	Included	Included
FY29	\$24.00	\$	3.00	\$27.00	\$	110 \$	40 \$	Included	Included

*Quarterly Billing

**Walkup service

Limited to 120 Households

OTHER

PDC will not buy City Vehicles

Franchise Fee of 5% to be paid

City of Pekin

Period	Per Month Cost for Garbage, Recycling & Yard Waste Services	Estimated Per Month Landfill Cost (not factored into PDC Bid)	TOTAL*	Cost of Garbage Carts (95 Gal)	Cost of Recycle Carts (64 Gal)	Cost/ Bulk Item	Walk-up Fee**	Collection at public facilities	Two Citywide Cleanup Events	Per Month Cost Variance	Per Month % Variance
FY23	\$21.00	Included	\$21.00	\$	\$	60 \$	40 \$	Included	Included	\$ (2.25)	-10.7%
FY24	\$21.53	Included	\$21.53	\$	\$	65 \$	45 \$	Included	Included	\$ (2.43)	-11.3%
FY25	\$22.06	Included	\$22.06	\$	\$	65 \$	45 \$	Included	Included	\$ (2.49)	-11.3%
FY26	\$22.61	Included	\$22.61	\$	\$	65 \$	45 \$	Included	Included	\$ (2.53)	-11.2%
FY27	\$23.18	Included	\$23.18	\$	\$	65 \$	45 \$	Included	Included	\$ (2.56)	-11.0%
FY28	\$23.76	Included	\$23.76	\$	\$	65 \$	45 \$	Included	Included	\$ (2.60)	-10.9%
FY29	\$24.35	Included	\$24.35	\$	\$	65 \$	45 \$	Included	Included	\$ (2.65)	-10.9%

*Billed Monthly

**Walkup service

Not Limited

OTHER

City Vehicles will still be in use

Transfer to General Fund (equivalent to Franchise Fee) will exceed 5% annually



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 MARCH 8, 2021 AT 5:30 O'CLOCK P.M.
MARK LUFT * CHAIR * PRESIDING

NOTICE IS HEREBY GIVEN THAT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS WILL BE HELD ON MONDAY, MARCH 8, 2021 AT 5:30 P.M. IN THE CITY HALL COUNCIL CHAMBERS, 111 SOUTH CAPITOL STREET, PEKIN, ILLINOIS 61554

TO JOIN IN THE MEETING FOLLOW THIS LINK:

[HTTPS://ZOOM.US/J/6898035689](https://zoom.us/j/6898035689). BY PHONE, DIAL IN AND LISTEN TO THE MEETING AS FOLLOWS: 1-312-626-6799; THEN ENTER MEETING ID 689 803 5689. PRIOR TO THE MEETING, YOU CAN ALSO SUBMIT A PUBLIC COMMENT REMOTELY BY EMAIL, BY 3 PM THE DAY OF THE MEETING, BY SENDING AN EMAIL TO THE CITY CLERK AT SMCMILLAN@CI.PEKN.IL.US AND INSERTING IN THE SUBJECT LINE FOR THE EMAIL "PUBLIC COMMENT FOR MEETING ON MARCH 8, 2021".

TO VIEW MEETING ONLINE GO TO: [HTTP://PEKINIL.IQM2.COM](http://PEKINIL.IQM2.COM) (CLICK BANNER AT THE TOP THAT STATES "VIEW LIVE MEETING") OR CHANNEL 22

PLEDGE OF ALLEGIANCE

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meetings Act requirements, this meeting was held remotely via Zoom Meetings without an in person meeting location for the public to attend. Therefore, the provisions of the City Code regarding electronic attendance did not apply.

The Pledge of Allegiance was led by Councilmember Orrick. The Clerk confirmed by roll call vote, that all Councilmembers were physically present.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:02 PM
Rick Hilst	Councilman	Present	5:11 PM
Karen Hohimer	Councilwoman	Present	5:09 PM
Dave Nutter	Councilman	Present	5:08 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:05 PM
John P Abel	Councilman	Present	5:05 PM
Mark Luft	Mayor	Present	5:08 PM

APPROVE AGENDA

3.1. Motion to: Approve agenda

Mayor Luft removed New Business item 8.6 from the Agenda. A motion was made by Councilmember Orrick, seconded by Councilmember Hohimer, to

approve the agenda as amended. On roll call vote all present voted Aye. The agenda was approved as modified.

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

APPROVAL OF MINUTES

4.1. City Council - Regular Meeting - Feb 22, 2021 5:30 PM

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

PUBLIC INPUT

Mayor Luft stated public input was received from Mr. Ted Golden that was quite lengthy. Mayor Luft said that staff would get answers back to him and previous questions had been answered.

City Manager, Mr. Mark Rothert, added that the City Clerk emailed responses to Mr. Golden recently.

Mr. Alan White spoke regarding 1111 Broadway under Old Business. Mr. White informed Council that the agenda posted Friday night had no pdf file in the request until Saturday. Mr. White inquired about the procedures to bring the item back to Council as it would hurt existing businesses. Mr. White questioned why the proposed developers 1111 Broadway did not have to submit public input before 3 pm and he did. Mr. White asked that council reject the item.

City Clerk, Sue McMillan, addressed Mr. White stating that public input comments are to be sent by email before 3 pm. The staff and the public are also allowed to address a business item at the time it is on the agenda when invited to do so. Ms. McMillan continued and explained that the packet was generated on Friday and due to a formatting error on the request, the packet was regenerated Friday at 5PM. Therefore, if a person of the public looked at the packet early Friday and not again until Saturday, they would have felt that it had changed.

Mr. Rothert added that it was a collective recommendation from everyone to bring the item regarding 1111 Broadway forward.

Mr. Jim Mangan questioned why the 2019 and 2018 independent audit had not been presented to Council or the public. Mr. Mangan spoke regarding agenda item 8.5 requesting an amendment be made that the City Manager receive no increase until an annual evaluation was held per his contract. Mr. Mangan also spoke in favor of an RFP regarding the item of discussion on solid waste. Mr. Mangan reminded Council that a list of questions were received by Council from him but never answered.

Solid Waste Foreman, Mr. Doug Arrowsmith, spoke regarding the RFP for Solid Waste. Mr. Arrowsmith stated in the last 20 years, 3 had gone out and each time the City could do it cheaper. Mr. Arrowsmith stated that he did not get a lot from the City and what he did get was the cost of insurance increasing. Mr. Arrowsmith also stated that no other companies do

unlimited garbage pickup without a fee like the City does. Mr. Arrowsmith felt the cost would be considerably more with a 30-45% profit. Employee costs would still have to be paid and an outside company would charge the City for those costs. Mr. Arrowsmith added that he loved his job at the City and had a great boss that communicated and streamlined. Mr. Arrowsmith stated that he felt betrayed that there would be a chance of losing his job.

Mayor Luft apologized to Mr. Jack Teplitz and Chris Catania for the issues during the last meeting when they were unable to speak telephonically regarding 1111 Broadway.

Mr. Teplitz, the attorney for the 1111 Broadway project, spoke to clarify that the City knew they were available to speak but were unable to do so. Mr. Teplitz stated that it was not customary for any city that the developer was required to make comments at only the public comment time and that the opportunity given was at the time the issues came up. Mr. Teplitz asked Council to reconsider and rescind the vote so that they were given an opportunity to present to Council.

Chris Catania stated that they were disappointed not being able to speak during the last meeting. He reminded everyone that their team had all worked with the City on developing a plan that would bring value to that corner, that would improve the corner, and had committed to invest over \$4M. Mr. Catania stated that up for consideration was not the use but its site plan as zoning allows. Mr. Catania stated that there was nothing on the site plan that went against the code and asked Council to reconsider and rescind the denial. Mr. Catania added that they were not a short term developer and any issues need to be properly addressed and to be voted on again on the 22nd meeting.

Mayor Luft stated that if there were any questions they would be asked during the agenda item.

CONSENT AGENDA

- 6.1. Accounts Payable To Be Paid Proof List thru March 5, 2021**
- 6.2. Financial Reports January FY2021**
- 6.3. Tazewell County Animal Control Billing - January 2021**
- 6.4. Receive and File High Point Lane Tree Removal Bids**
- 6.5. Receive and File Lake Kennedy Tree Removal Bids**
- 6.6. Resolution No. 223-20/21 Publication of the Zoning Map as of December 31, 2020**
- 6.7. Resolution No. 224-20/21 Mayor's Appointment of Kelly Madden to the Pekin Planning Commission**
- 6.8. Proclamation Supermarket Employee Day**

Motion to: **Approve Consent Agenda**

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

OLD BUSINESS

- 7.1. Motion to: Motion to Rescind Previous Action on Site Plan Denial for 1111 Broadway Project at 2/22/21 Meeting**

Councilmember Orrick questioned if Council was going to vote on the item again to accept it or not to accept it.

City Attorney, Ms. Kate Swise, stated the Council was voting on whether to undo the vote and would then put it back to where it was the first time. It was not an approval or a denial.

RESULT:	ADOPTED [5 TO 2]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Orrick, Abel, Luft
NAYS:	Rick Hilst, Dave Nutter

NEW BUSINESS

8.1. Ordinance No. 2962-20/21 Annexation of 1704 and 1706 Karo St. (Petitioner Tony LaHood)

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Ordinance No. 2962-20/21 Annexation of 1704 and 1706 Karo St. (Petitioner Tony LaHood). Mr. Rothert read the request explaining that a petition was signed and verified by Tony LaHood and filed with the City Clerk requesting annexation to the City of Pekin of a certain tract of land. The Cincinnati Township Highway Commissioner verbally agreed that the township would continue with road maintenance on Karo Street in front of the property to be annexed. Mr. Rothert stated that the arrangement would be formalized through an intergovernmental agreement. Mr. Rothert added that there was a question with the hookup to the sewer system, once his septic fails Mr. LaHood would have to hook on to the City sewer system. Mr. Rothert stated that Mr. Matt Fick was on the line to answer questions.

Councilmember Orrick questioned whether the property was going to be zoned a residential annexation and who would notify the 911 system.

Mr. Fick explained that it was the recommendation of the planning commission as it would offer more protection as residential. It was a grandfathered non-conforming use.

Mr. Rothert explained that the City takes care of the 911 system and that a letter would go out like other change in addresses.

Councilmember Abel questioned that as long as Mr. LaHood's septic system was working he would not be allowed to hook up to the city sewer system.

City Attorney, Ms. Kate Swise, stated that per State law, he cannot get a permit for an existing septic system if he has availability to connect to the City sewer system within 300 feet based on the Private Sewerage Disposal Act.

Councilmember Hilst questioned the location if he was required to hookup to the City sewer.

Mr. Rothert stated that the property he was looking to annex was in the middle of Karo Street and that it would have to be determined if getting annexations from the surrounding property owners would be necessary.

Councilmember Hilst continued to discuss the code and how he did not believe the property owner had been contacted or given any input as to whether he would be required to hook up or not. Councilmember Hilst felt that maybe the

owner did not want the annexation to be approved and that Council should look at tabling the item.

Councilmember Hohimer stated that she had been speaking to Mr. LaHood for months and that there was no doubt he wanted the property annexed.

Ms. Swise stated that the Cranwill property was in between and did not butt the property.

Councilmember Nutter suggested putting something in writing so that it was not verbal and questioned if he decided that he did not want to annex whether it could be reversed.

Ms. Swise explained that he could withdraw his petition up to the time the City records. Ms. Swise added that she had provided her legal opinion to City staff but Mr. LaHood would have to seek his own legal opinion.

Councilmember Nutter questioned whether he would be grandfathered in at the location zoned R-1.

Ms. Swise explained that it was a non-conforming legal use unless he expands, then he would be restrained.

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

- 8.2. **Resolution No. 225-20/21 Empower Health Biometric Screening Agreement**
City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 225-20/21 Empower Health Biometric Screening Agreement. Mr. Rothert read the request to Council explained that the Wellness Committee of the city had conducted an annual health fair for more than 20 year for its full and part-time employees and the health fair had traditionally been held in October. Due to COVID, the City did not hold a health fair the past year. Mr. Rothert continued to explain that the human resources staff looked for option for biometric screening for employees and confirmed that Empower Health Services, LLC was available for in-person biometric screenings March 29, 30, and 31st in Pekin. Mr. Rothert also explained that the fire department has annual fitness requirements which may partially be met by conducting the biometric screenings. Additionally, the City may be able to include retirees on the health insurance plan in the screenings. Mr. Rothert explained that previous fairs included full and part-time employees and retirees with approximately 220 attendees. Mr. Rothert added that the Human Resources Department has a long standing relationship and was pleased they were available to return to service for our employees.

Council discussed why the item did not go out for bid and if there was an age limit on retirees.

Human Resource Director, Ms. Sarah Newcomb, explained that the company reached out to the City because they had those three days available and knew the City was planning on having a health fair last October but due to COVID did not have one not knowing the parameters to do it safely. Ms. Newcomb stated that the City previously had a 3 year agreement with a different company that expired in 2020. The price difference was \$1 per person.

Mr. Rothert stated that if the expense was over \$15K it would have to go out for bid. The expenditure was a variable cost due to the issue of availability to do an in person screening.

Ms. Newcomb added that the screening would take place at the bus department in the large meeting room. Ms. Newcomb also stated that the city has a few people that are on the health insurance plan for various reasons that are over the age of 65. To qualify for the screening they have to be on the health insurance plan.

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

8.3. Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract to Jimax Landscaping, LLC

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 226-20/21 Award Lake Kennedy Tree Removal Contract to JimaxLandscaping, LLC. Mr. Rothert read the request to Council summarizing that the resolution was to award the tree removal portion of the Lake Kennedy Trash Reduction Project to Jimax Landscaping, LLC. Mr. Rothert explained that it needed to be removed before April 1st due to the IDNR requirement that bat habitats may not be disturbed during the nesting season. The resolution was necessary if the trash reduction portion of the project was to be completed this year.

Councilmember Hilst requested an explanation of tabulation errors by IronHustler Excavating, Inc.

City Engineer, Ms. Josie Esker, explained that the tabulation errors did not have an effect. The form was not completed properly and the multiplication was wrong. The Ironhustler Excavating, Inc. bid was still way over estimate and was not considered as an option.

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

8.4. Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to Jimax Landscaping, LLC

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 227-20/21 Award High Point Lane Tree Removal Contract to JimaxLandscaping, LLC. Mr. Rothert read the request to Council stating that the resolution was to award the tree removal portion of the High Point Lane Storm Sewer Repair project to Jimax Landscaping, LLC. Mr. Rothert explained that the tree removal needed to be completed before April 1st because of the IDNR requirement that bat habitats may not be disturbed during nesting season. The resolution was necessary if the storm sewer project was to be completed this year.

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

Motion to: **Amend 8.5 to 2% pay raise for non-union employees**

A motion was made by Councilmember Orrick, seconded by Councilmember Garrison, to amend Resolution No. Resolution No. 228-20/21 to provide for a 2% cost of living adjustment increase for non-union employees.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.5. 2507 : Resolution No. 228-20/21 Establishing non-union Cost of Living Adjustments for FY22 Budget as Amended

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 228-20/21 Establishing non-union Cost of Living Adjustments for FY22 Budget. Mr. Rothert read the request to Council explaining the calculations of the proposed 1.09% COLA for non-union employees. Mr. Rothert explained that the figures were largely based on the consumer index based on labor statistics and recommended to take the average of various statistics to come up with the number.

Councilmember Garrison stated that he would like to see a 2% COLA due to the fact that everything in the City Manager's calculations were worthless based on stats.

Mayor Luft also discussed the formula used and how there are arguments against and for each type but he was standing by the 2% increase as he believed it was fair ground.

Councilmember Orrick concurred with the Mayor's statement and supported the 2% increase.

Councilmember Hilst discussed the step system raise and how he did not believe there was anything in writing to allow for it.

Mr. Rothert explained that each year there is a bump of .5% based on a grade system put into place many years ago. The midpoint was to be the market average. This was traditionally done by past city managers or councils.

Councilmember Orrick concurred that if you were over the midpoint you would get less and if you were below you would get more.

Councilmember Nutter applauded Mr. Rothert for going back and looking at the stats and felt it was a true adjustment. Councilmember Nutter also inquired as to whether each employee was eligible for a salary increase.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.6. Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 230-20/21 Support for 2021 Pekin Farmers Market. Mr. Rothert read the request to Council stating that the Pekin Park District Miller Center, Tazewell County Resource Center, Pekin Area Chamber of Commerce and Tazewell County Health Department joined together to establish a 2021 Farmer's Market in Pekin to be located at the Miller Center parking lot. Mr. Rothert explained that in the past the farmers market had been held downtown with many attempts at various days and times with obstacles of parking and inconvenient times. The driving force of the 2021 farmers market was to make fresh produce and local goods available to residents of Pekin. Coupons would be available to residents and would be distributed to seniors and low income families. Mr. Rothert continued to explain that the first couple of years would be dedicated to making sure that the market was self-sustainable, professionally managed, well attended and highly visible. The Pekin Park District Miller Center asked for \$5,000 from the City to help support the cost of a professional marketing campaign. Hours were proposed were Thursdays from 3:30PM – 6:30 PM May through September. The funding request would come from hotel/motel taxes. The Tourism and Beautification Committee voted to recommend approval of the funding request.

Councilmember Orrick requested clarification on the amount that the marketing was \$15k but the City was only giving \$5K, questioned who was receiving the funds and stated that he thought it was a great idea.

Mr. Matt Fick was not sure if they were raising another \$10K or not or who would be receiving the funds but would find out from someone from the Miller Center.

Council continued to discuss advertising options.

Councilmember Nutter spoke in favor of the item.

Mayor Luft announced that they were looking for sponsors and to contact Amy McCoy at the Chamber or the Miller Center.

Amy McCoy from the chamber stated that the coupon program was already in place but this would give them a venue. The additional funding was needed to market professionally and that the chamber was excited to sponsor with the Miller Center and TCRC.

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

8.7. Resolution No. 231-20/21 Authorizing the Purchase of Additional Garbage and Recycle Carts

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 231-20/21 Authorizing the Purchase of Additional Garbage and Recycle Carts. Mr. Rothert read the request to Council stating that due to a

low number of carts in the inventory and carts being purchased at a rapid rate, the City was seeking approval to purchase 500 garbage carts and 250 recycle carts for the Solid Waste Department. Staff recommended the purchase through the utilization of the Sourcewell contract with the vendor being Cascade Engineering which had been used in the past. Mr. Rothert added that a 10-year warranty was included with delivery generally in 3-4 weeks. Mr. Rothert also stated that the line item had already been expended but there was solid waste income in the fund to purchase the carts.

Solid Waste Supervisor, Mr. Brett Olson stated the number of carts requested was 500 and that 35 gallon totes were not truck friendly and hadn't been ordered in two years.

Council discussed the total cost being omitted in the request and the price of freight.

Council also discussed the price of the carts to residents and how that price was stated in the code.

Councilmember Hilst expressed that it was unfair to use taxpayers money to purchase the carts and then make them buy them back from the City.

Mr. Olson stated that it was probably at a breakeven point.

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

8.8. Discussion - RFP Solid Waste Collection

Councilmember Hilst led the discussion regarding an RFP for the Solid Waste Collection. Councilmember Hilst stated that an RFP could be sent out without waiting to vote on the ordinance that was tabled about changing a few small things in the City Code. The dollar amounts would be the same in the RFP. Councilmember Hilst stated that there were some comments made during the public input about private companies making a profit.

Mr. Rothert said that he would not characterize it as profit but that there was a surplus in the fund.

Councilmember Hilst said that the City had sent RFP's in the past when he was not on Council. He stated that the bids were opened up privately and he would like all future bids sealed and opened at the same time. Councilmember Hilst did not believe that the city would pay more with a private company and currently taxpayers did not have a choice as to whether wanted all three services.

Mayor Luft stated that he saw no problem with putting out an RFP.

Councilmember Hohimer stated that whoever bids would have to contact everyone in the city because you cannot guess who would want only garbage pickup and the companies did not bid ala carte. Other communities pay \$20 to pick up an item.

Mayor Luft stated that he had seen several RFP's for solid waste pickup. Mayor Luft stated that he had conversation with Morton that charges \$19 per month to pick up one can and recycling every two weeks and if full would have to be taken to PDC and pay to dump it. Mayor Luft said that other communities were floored

that Pekin pickups unlimited garbage at our price. Mayor Luft explained that he did not believe Pekin waiting to submit a bid in the past until after all others were received. Pekin did not put in an official bid because the cost is on paper with what is charged during billing. Mayor Luft stated that the RFP should request a price quote to pick up everything on the curb that would include garbage, recycling, grass clippings and leaves, furniture, etc.

Street Department Supervisor, Mr. Brett Olson, questioned how to put out an RFP for trash pick-up at the Riverfront. Mr. Olson added that the city picks up all garbage in the City including events, all city properties, city buildings, fire stations and helping elderly to get their garbage to the street.

Mayor Luft stated that the RFP should go out for the exact same service the City offered to truly compare prices.

Finance Director, Mr. Bruce Marston, stated that the RFP would have to be tailored correctly and be specific.

Council continued the discussion regarding approving the changes to the code and the timing of the RFP.

Motion to: To Move Ordinance No. 2960-20/21 Amending Solid Waste Collection Provisions of the City Code to the Next Meeting

Mayor Luft stated that the Council will address the garbage issue during the next meeting and then Council could choose to put out an RFP based on the changes Council decides in the code.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Rick Hilst, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Nutter, Orrick, Abel, Luft
NAYS:	Michael Garrison, Karen Hohimer

8.9. Discussion - Utilization of surplus funds for additional projects, roads, vehicles, demolition

Councilmember Nutter led the discussion regarding the utilization of surplus funds for additional projects, roads, vehicles and demolition. Councilmember Nutter stated that he looked at this month's report showing a \$4M surplus and it raised a flag.

City Manager, Mr. Mark Rothert, reminded Council of the General Fund Reserves Policy created 10 years ago. Questions were proposed regarding procedures if for example the reserves was over 25%. Mr. Rothert felt the policy was due for an update and has had discussion with Mr. Marston regarding a cash reserve policy or fund reserve policy to bring forward at the next meeting.

Finance Director, Mr. Bruce Marston, discussed whether the current policy was now irrelevant and general fund activities along with best practices need to be looked at. Mr. Marston stated that this was the first year going above 40%.

Councilmember Nutter questioned Mr. Marston on the audit.

Mr. Marston was hesitant to give an update but said he was hoping it would be finished soon.

8.10. Discussion - FY22 Budget Kick-Off Presentation

City Manager, Mr. Mark Rothert, led the discussion regarding the FY22 Budget. Mr. Rothert stated that he would have a draft of the budget to Council this week.

Mr. Rothert advised Council to set up individual meetings with him or to do work sessions.

Councilmember Orrick questioned whether the marijuana dispensary tax money be addressed in the budget and if it was a special fund by itself.

Mr. Rothert said that it was an estimate of \$300-\$400 thousand. It would go into the General Operations Fund as revenue and transferred to the pension funds.

CITY COUNCIL OR STAFF REPORTS

City Clerk, Ms. Sue McMillan, stated that Economic Interest Statements were mailed out from the office of Tazewell County Clerk to Departments Heads, Council Members and Board and Commission Members where provisions of the EIS apply to them. She was willing to hand deliver the completed form of others due back to the County May 1, 2021, if received on her desk by April 20th. The form could also be faxed mailed or completed on the County website and would be accepted in the City Clerk's Office through April 20th.

Councilmember Hohimer stated that she would like to see run down homes torn down or sold to get them on the tax role.

Councilmember Abel questioned opening the Council Chambers up to the public.

Mayor Luft stated he felt it could be done at the next meeting.

Mr. Rothert stated that there was a 50 person capacity limit.

Mayor Luft stated that there is a potential someone could be turned away from the meeting due to social distancing.

Ms. Swise stated the zoom links would still be available.

Councilmember Abel stated that there was no threats to any neighbors around 1111 Broadway and that Council never refused to do the City Manager's evaluation.

Councilmember Orrick stated he agreed with Councilmember Hohimer regarding run down homes. He would like to see a program with the high school to fix up those homes.

Councilmember Nutter asked for clarification on Mr. Golden's emails and wanted to know if they should be sent to Council.

Mr. Rothert stated they were sent to the Clerk and could be emailed to Council on request.

Councilmember Nutter stated that DXL was hiring and wondered if they requested any of the TIF allocation. Councilmember Nutter also stated he would also like to see demolitions begin on run down properties.

Mr. Rothert stated that the reimbursement was in process and had not been paid out yet. Mr. Rothert said that a staff meeting with the attorneys was approaching to set up a process.

Mayor Luft announced that it was National Women's Day and thanked all the women.

There being no further business coming to Council, a motion was made by Council Member Nutter to adjourn seconded by Council Member Abel. Motion carried viva voce. Mayor Luft adjourned the meeting at 8:02 P.M.

EXECUTIVE SESSION 5 ILCS 120/2 (C) IF APPLICABLE

ADJOURNMENT

The meeting was closed at 8:02 PM

CITY OF PEKIN

ORDINANCE NO. 2698-13/14

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, ARTICLE A.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING GARBAGE, REFUSE, AND LITTERING**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 14TH DAY OF APRIL 2014**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 14TH DAY OF APRIL 2014**

EFFECTIVE MAY 1, 2014

ORDINANCE NO. 2698-13/14

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, ARTICLE A.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING GARBAGE, REFUGE, AND LITTERING**

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to
amend the code regarding City collection of residential garbage, establishing a fee, and required
receptacles.

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

1. That Title 5, Chapter 2A, Sections 1-5, be amended by deleting 5-2A-1 thru 5-2A-5
in its entirety and substituting the following:

5-2A-1: CITY TO COLLECT: The City shall be the sole provider of residential garbage
collection and maintain a collection service for the collecting of garbage, yard waste,
recyclables, and refuse matter which shall be under the supervision of the
Superintendent of Streets and Solid Waste. (Ord. No. 2323 02/24/03)

All garbage shall be placed at the curb by 5 A.M. the day of collection. Days of
collection are established and available from the Street Department Office or on the City
web site. The schedule will change during those weeks in which an observed holiday
occurs. Holidays observed by the City are:

New Years Day
Presidents Day
Memorial Day
4th of July
Labor Day
Veterans Day
Thanksgiving (Thursday and Friday)
Christmas Day

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday.
(Ord. No. 2698-13/14 04/14/14)

5-2A-2: GARBAGE FEE: A fee for the collection of garbage is established that will cover the cost of the collection and disposal. The fee will be included on the quarterly waste water bill as a separate line item.

The term garbage covers the yard waste and recycling collection as well as standard household garbage. The fee schedule will be as follows:

May 1, 2014 - a monthly fee of \$12.00

Oversized items will be collected for a flat fee of \$20 per item. Resident will purchase a sticker at City Hall for this service.

The costs for this service will be reviewed periodically and the fee adjusted as necessary. (Ord. No. 2698-13/14 04/14/14)

5-2A-3: RECEPTACLES REQUIRED: It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

Oversized items will be collected and users are encouraged to notify the Department of such items to allow for assistance to be provided to the driver for the pickup. Oversized items will not be picked unless there is a sticker attached to each item.

Approved containers shall include:

- A. **Carts:** Are wheeled carts which have been specifically approved by the City for use with the collection vehicles. Sizes available range from 35 to 95 gallon capacity.
- B. **Bundles:** Any material such as limbs, branches or wood, which cannot be properly placed in a container for collection, must be tied securely in bundles not to exceed four feet (4') in length or over fifty (50) pounds in weight.
- C. **Plastic Bags:** Commercial plastic bags sold as trash or garbage bags including biodegradable plastic bags as defined by State statutes shall be collected if the cart is full. Should this become a regular occurrence, then an additional cart will be required.
- D. **Weight:** No bag or bundle, except those items defined as bulky waste, shall exceed fifty (50) pounds in weight. This limitation shall not apply to totes.

5-2A-4: PROHIBITED ACTS:

- A. Deposits: 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 Article. 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. 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.
- 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. Anyone convicted of a violation of this Section 5-2A-4 shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each offense. Each day that there is a violation shall constitute a separate offense. (Ord. No. 2329 5/12/03)

5-2A-5: PENALTY: Except as otherwise provided in this Article, any person violating any of the provisions of this Article shall be subject to penalty as provided in Section 1-4-1 of this Code. (Ord. No. 2329 5/12/03)

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 14 day of April, 2014; and upon roll call the vote was as follows:

AYES: Abel, Gillespie, McCabe, and Barra

NAYS: Orrick, Golden, Hendricks

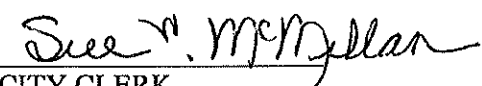
ABSENT: None

ABSTAINING: None

APPROVED this 14 day of April, 2014.


MAYOR

ATTEST:

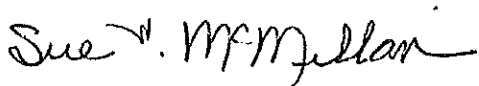

CITY CLERK

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 14TH DAY OF APRIL 2014 ADOPTED ORDINANCE NO. 2698-13/14 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 14th DAY OF April, 2014.

(SEAL)



SUE E. MCMILLAN
CITY CLERK

CHAPTER 2

GARBAGE, REFUSE AND LITTERING

ARTICLE A. GENERAL REGULATIONS

SECTION:

- 5-2A-1: City to Collect
- 5-2A-2: Garbage Fee
- 5-2A-3: Receptacles Required
- 5-2A-4: Prohibited Acts
- 5-2A-5: Penalty

5-2A-1: CITY TO COLLECT: The City shall be the sole provider of residential garbage collection and maintain a collection service for the collecting of garbage, yard waste, recyclables, and refuse matter which shall be under the supervision of the Superintendent of Streets and Solid Waste. (Ord. No. 2323 02/24/03)

All garbage shall be placed at the curb by 5 A.M. the day of collection. Days of collection are established and available from the Street Department Office or on the City web site. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

- New Years Day
- Presidents Day
- Memorial Day
- 4th of July
- Labor Day
- Veterans Day
- Thanksgiving (Thursday and Friday)
- Christmas Day

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday. (Ord. No. 2698-13/14 04/14/14)

5-2A-2: GARBAGE FEE: A fee for the collection of garbage is established that will cover the cost of the collection and disposal. The fee will be included on the quarterly waste water bill as a separate line item.

The term garbage covers the yard waste and recycling collection as well as standard household garbage. The fee schedule will be as follows:

May 1, 2014 - a monthly fee of \$12.00

Oversized items will be collected for a flat fee of \$20 per item. Resident will purchase a sticker at City Hall for this service.

The costs for this service will be reviewed periodically and the fee adjusted as necessary. (Ord. No. 2698-13/14 04/14/14)

5-2A-3: RECEPTACLES REQUIRED: It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

Oversized items will be collected and users are encouraged to notify the Department of such items to allow for assistance to be provided to the driver for the pickup. Oversized items will not be picked unless there is a sticker attached to each item.

Approved containers shall include:

- A. Carts: Are wheeled carts which have been specifically approved by the City for use with the collection vehicles. Sizes available range from 35 to 95 gallon capacity.
- B. Bundles: Any material such as limbs, branches or wood, which cannot be properly placed in a container for collection, must be tied securely in bundles not to exceed four feet (4') in length or over fifty (50) pounds in weight.
- C. Plastic Bags: Commercial plastic bags sold as trash or garbage bags including biodegradable plastic bags as defined by State statutes shall be collected if the cart is full. Should this become a regular occurrence, then an additional cart will be required.
- D. Weight: No bag or bundle, except those items defined as bulky waste, shall exceed fifty (50) pounds in weight. This limitation shall not apply to totes.

5-2A-4: PROHIBITED ACTS:

- A. Deposits: 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 Article. 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. 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.

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. Anyone convicted of a violation of this Section 5-2A-4 shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each offense. Each day that there is a violation shall constitute a separate offense. (Ord. No. 2329 5/12/03)

5-2A-5: **PENALTY:** Except as otherwise provided in this Article, any person violating any of the provisions of this Article shall be subject to penalty as provided in Section 1-4-1 of this Code. (Ord. No. 2329 5/12/03)

CHAPTER 2

GARBAGE, REFUSE AND LITTERING

ARTICLE A. GENERAL REGULATIONS

SECTION:

- 5-2A-1: City to Collect
- 5-2A-2: Garbage Fee
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- A. **Carts:** Are wheeled carts which have been specifically approved by the City for use with the collection vehicles. Sizes available range from 35 to 95 gallon capacity.
- B. **Bundles:** Any material such as limbs, branches or wood, which cannot be properly placed in a container for collection, must be tied securely in bundles not to exceed four feet (4') in length or over fifty (50) pounds in weight.
- C. **Plastic Bags:** Commercial plastic bags sold as trash or garbage bags including biodegradable plastic bags as defined by State statutes shall be collected if the cart is full. Should this become a regular occurrence, then an additional cart will be required.
- D. **Weight:** No bag or bundle, except those items defined as bulky waste, shall exceed fifty (50) pounds in weight. This limitation shall not apply to totes.

5-2A-4: PROHIBITED ACTS:

- A. **Deposits:** 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 Article. 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. 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.
- 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. **Anyone convicted of a violation of this Section 5-2A-4 shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each offense. Each day that there is a violation shall constitute a separate offense. (Ord. No. 2329 5/12/03)**

5-2A-5: PENALTY: Except as otherwise provided in this Article, any person violating any of the provisions of this Article shall be subject to penalty as provided in Section 1-4-1 of this Code. (Ord. No. 2329 5/12/03)

REMOVED

5-2A-1: CITY TO COLLECT: The City shall maintain a collection service for the collecting of garbage, yard waste and refuse matter which shall be under the supervision of the Director of Public Property. (Ord. No. 2323 2/24/03)

5-2A-1: TAXES: There may be adopted a tax on the full fair cash value as equalized or assessed by the Department of Revenue on all taxable property in the City for garbage disposal fund purposes within said City.

5-2A-3: RECEPTACLES REQUIRED: It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter.

Approved containers shall include:

- A. **Garbage Can:** An approved plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not to exceed thirty two (32) gallons, and each such can shall have two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top.
- B. **Bundles:** Any material such as limbs, branches or wood, which cannot be properly placed in proper containers for collection, which in order to be collected, must be tied securely in bundles not to exceed four feet (4') in length or fifty (50) pounds in weight.
- C. **Plastic Bags:** Commercial plastic bags sold as trash or garbage bags including biodegradable plastic bags as defined by State statutes.
- D. **Weight:** No garbage can, bag or bundle, except those items defined as bulky waste, shall exceed fifty (50) pounds in weight. This limitation shall not apply to toters.
- E. **Toters:** Ninety (90) gallon wheeled carts which have been specifically approved by the City.

5-2A-4: PROHIBITED ACTS:

- A. **Deposits:** 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 Article. 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. 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.
- 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. Anyone convicted of a violation of this Section 5-2A-4 shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each offense. Each day that there is a violation shall constitute a separate offense. Ord. No. 2329 5/12/03)

5-2A-5: PENALTY: Except as otherwise provided in this Article, any person violating any of the provisions of this Article shall be subject to penalty as provided in Section 1-4-1 of this Code. (Ord. No. 2329 5/12/03)

GARBAGE, REFUSE AND LITTERING

ARTICLE A. GENERAL REGULATIONS

SECTION:

- 5-2A-1: City to Collect
- 5-2A-2: Garbage Fee
- 5-2A-3: Receptacles Required
- 5-2A-4: Prohibited Acts
- 5-2A-5: Penalty

5-2A-1: **CITY TO COLLECT:** The City shall be the sole provider of residential garbage collection and maintain a collection service for the collecting of garbage, yard waste, recyclables, and refuse matter which shall be under the supervision of the Superintendent of Streets and Solid Waste. (Ord. No. 2323 02/24/03)

All garbage shall be placed at the curb by 5 A.M. the day of collection. Days of collection are established and available from the Street Department Office or on the City web site. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

- New Years Day
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- Memorial Day
- 4th of July
- Labor Day
- Veterans Day
- Thanksgiving (Thursday and Friday)
- Christmas Day

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday.
(Ord. No. 2698-13/14 04/14/14)

5-2A-2: **GARBAGE FEE:** A fee for the collection of garbage is established that will cover the cost of the collection and disposal. The fee will be included on the quarterly waste water bill as a separate line item.

The term garbage covers the yard waste and recycling collection as well as standard household garbage. The fee schedule will be as follows:

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Oversized items will be collected for a flat fee of \$20 per item. Resident will purchase a sticker at City Hall for this service.

The costs for this service will be reviewed periodically and the fee adjusted as necessary. (Ord. No. 2698-13/14 04/14/14)

5-2A-3: RECEPTACLES REQUIRED: It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

Oversized items will be collected and users are encouraged to notify the Department of such items to allow for assistance to be provided to the driver for the pickup. Oversized items will not be picked unless there is a sticker attached to each item.

Approved containers shall include:

- A. Carts: Are wheeled carts which have been specifically approved by the City for use with the collection vehicles. Sizes available range from 35 to 95 gallon capacity.
- B. Bundles: Any material such as limbs, branches or wood, which cannot be properly placed in a container for collection, must be tied securely in bundles not to exceed four feet (4') in length or over fifty (50) pounds in weight.
- C. Plastic Bags: Commercial plastic bags sold as trash or garbage bags including biodegradable plastic bags as defined by State statutes shall be collected if the cart is full. Should this become a regular occurrence, then an additional cart will be required.
- D. Weight: No bag or bundle, except those items defined as bulky waste, shall exceed fifty (50) pounds in weight. This limitation shall not apply to toters.

5-2A-4: PROHIBITED ACTS:

- A. Deposits: 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 Article. 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. 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.
- 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. Anyone convicted of a violation of this Section 5-2A-4 shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each offense. Each day that there is a violation shall constitute a separate offense. (Ord. No. 2329 5/12/03)

5-2A-5: **PENALTY:** Except as otherwise provided in this Article, any person violating any of the provisions of this Article shall be subject to penalty as provided in Section 1-4-1 of this Code. (Ord. No. 2329 5/12/03)

ORDINANCE NO. 2757-16/17

**AN ORDINANCE TO REVISE FEES FOR GARBAGE COLLECTION
CHAPTER 2 SECTION 5 OF THE CODE OF THE CITY OF PEKIN**

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

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

WHEREAS, the City Council operates a solid waste department for the collection of garbage, yard waste, recyclables and refuse matters, pursuant to Chapter 2, Section 5-2A of the Code of the City of Pekin and in accordance with State Statute 625 ILCS 5/11-208.7;

WHEREAS, the City Council has determined that it is necessary and appropriate that the fees charged for collection of the garbage be revised and amended, so as to provide that the fees collected, over time, will meet the operating costs of the department.

WHEREAS, it is in the best interests of the City of Pekin that that be done as this time.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

1. That Chapter 2 Section ~~5~~5-2A-2, entitled "Garbage fees" is hereby adopted and as the following:

Garbage, Refuse and Littering Fee Schedule

May 1, 2017 – monthly fee of \$16.00

May 1, 2018 – monthly fee of \$18.00

May 1, 2019 – monthly fee of \$20.00

May 1, 2020 – monthly fee of \$22.00

May 1, 2021 – monthly fee of \$23.00

A monthly fee equaling 150% of the fee charged residents shall be charged to extra territorial customers, who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2017; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

CHAPTER 2

GARBAGE, REFUSE AND LITTERING

ARTICLE A. GENERAL REGULATIONS

SECTION:

- 5-2A-1: City to Collect
- 5-2A-2: Garbage Fee
- 5-2A-3: Receptacles Required
- 5-2A-4: Prohibited Acts
- 5-2A-5: Penalty

5-2A-1: CITY TO COLLECT: The City shall be the sole provider of residential garbage collection and maintain a collection service for the collecting of garbage, yard waste, recyclables, and refuse matter which shall be under the supervision of the Superintendent of Streets and Solid Waste. (Ord. No. 2323 02/24/03)

All garbage shall be placed at the curb by 5 A.M. the day of collection. Days of collection are established and available from the Street Department Office or on the City web site. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

- New Years Day
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- 4th of July
- Labor Day
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- Thanksgiving (Thursday and Friday)
- Christmas Day

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday. (Ord. No. 2698-13/14 04/14/14)

5-2A-2: GARBAGE REFUSE AND LITTERING FEE SCHEDULE:

- May 1, 2017 - monthly fee of \$16.00
- May 1, 2018 - monthly fee of \$18.00
- May 1, 2019 - monthly fee of \$20.00
- May 1, 2020 - monthly fee of \$22.00
- May 1, 2021 - monthly fee of \$23.00

A monthly fee equaling 150% of the fee charged residents shall be charged to extra territorial customers, who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City. (Ord. No. 2757-16/17 01-23-17)

5-2A-3: RECEPTACLES REQUIRED: It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

Oversized items will be collected and users are encouraged to notify the Department of such items to allow for assistance to be provided to the driver for the pickup. (Ord. No. 2732-15/16 oversize \$20)

Approved containers shall include:

- A. Carts: Are wheeled carts which have been specifically approved by the City for use with the collection vehicles. Sizes available range from 35 to 95 gallon capacity.
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5-2A-4: PROHIBITED ACTS:

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old

CHAPTER 2

GARBAGE, REFUSE AND LITTERING

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May 1, 2014 - a monthly fee of \$12.00

Oversized \$20 (Ord. No. 2698-13/14 04/14/14) (Ord. No. 2732-15/16 10/26/15)

The costs for this service will be reviewed periodically and the fee adjusted as necessary. (Ord. No. 2698-13/14 04/14/14)

5-2A-3: RECEPTACLES REQUIRED: It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

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- D. Weight: No bag or bundle, except those items defined as bulky waste, shall exceed fifty (50) pounds in weight. This limitation shall not apply to carts.

5-2A-4: PROHIBITED ACTS:

- A. Deposits: 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 Article. 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. 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.

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. Anyone convicted of a violation of this Section 5-2A-4 shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each offense. Each day that there is a violation shall constitute a separate offense. (Ord. No. 2329 5/12/03)

5-2A-5: **PENALTY:** Except as otherwise provided in this Article, any person violating any of the provisions of this Article shall be subject to penalty as provided in Section 1-4-1 of this Code. (Ord. No. 2329 5/12/03)

CITY OF PEKIN

ORDINANCE NO. 2880-19/20

**AMENDING TITLE 5, CHAPTER 2A OF THE CITY OF PEKIN CODE
REGARDING SOLID WASTE REMOVAL FEE**

PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 13TH DAY OF APRIL 2020

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 13TH DAY OF APRIL 2020

EFFECTIVE MAY 1, 2020

ORDINANCE NO. 2880-19/20

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 2A OF THE CITY CODE
REGARDING SOLID WASTE REMOVAL FEE**

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 has established a fee schedule for garbage collection within the City; and

WHEREAS, pursuant to such schedule, garbage collection fees will increase by \$2.00 per month, from \$20.00 to \$22.00, beginning May 1, 2020; and

WHEREAS, in light of the current COVID-19 pandemic and the economic impact thereof, the City Council of the City of Pekin has determined it is in the best interest of the City's residents to suspend the fee increase scheduled for May 1, 2020.

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

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

Section 2. Title 5, Chapter 2A, Section 2 of the City of Pekin, Illinois, Municipal Code is hereby amended as follows:

5-2A-2: GARBAGE COLLECTION FEE SCHEDULE:

May 1, 2017 - monthly fee of \$16.00
May 1, 2018 - monthly fee of \$18.00
May 1, 2019 - monthly fee of \$20.00
May 1, 2020 - monthly fee of \$20.00
May 1, 2021 - monthly fee of \$23.00

A monthly fee equaling 150% of the fee charged residents shall be charged to extra territorial customers, who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

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

Section 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, approval and ten (10) day period of publication in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this 13th day of April, 2020; and upon roll call the vote was as follows:

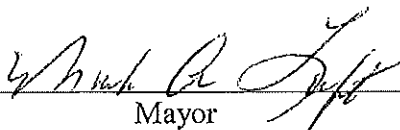
AYES: Orrick, Nutter, Abel, Hohimer, Hilst, Garrison, Luft

NAYS: None

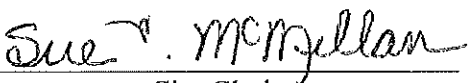
ABSENT: None

ABSTAINING: None

APPROVED this 13th day of April, 2020


Mayor

ATTEST:


City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 13th DAY OF April, 20 20 ADOPTED ORDINANCE NO. 2880-19/20 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS 13th DAY OF April, 20 20

(SEAL)

Sue^W. McMillan
CITY CLERK

Ordinance No. 3033-21/22

Amending Code Related to Holiday Schedule for Solid Waste Collection

WHEREAS, staff has recommended amending the solid waste collection schedule to remove the Veteran's Day holiday in accordance with the collective bargaining agreement between the City and the Teamsters, Chauffers and Helpers Local Union No. 627; and

WHEREAS, the City Council finds it is in the best interest of the City to do so.

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

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

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

Sec. 3-1-2-1. - City to collect.

(a) The City shall be the sole provider of residential solid waste collection for the collecting of garbage, yard waste, recyclables, and refuse matter. Solid waste collection shall be under the supervision of the Superintendent of Streets and Solid Waste. For purposes of this Division, "residential" shall refer to all single-family residences, and multi-family residences consisting of four units or less.

(b) All garbage shall be placed at the curb by 6:00 a.m. the day of collection. Days of collection are established and available from the Street Department office or on the City website. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

(1) New Year's Day.

(2) Memorial Day.

(3) Fourth of July.

(4) Labor Day.

~~(5) Veterans Day.~~

~~(6) Thanksgiving Day.~~

~~(7) Christmas Day.~~

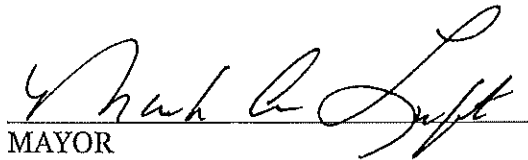
Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday.

(c) Receptacles placed for pick-up shall be placed at or near the alley lot line (if permitted by the City) or curblane where the pick-up occurs. Receptacles placed at the curblane may be so placed for a period not to exceed 24 hours.

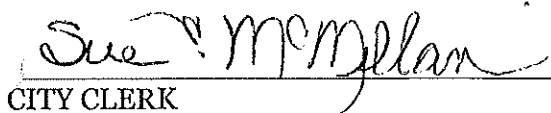
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 8th day of November, 2021.


MAYOR

ATTEST:


CITY CLERK

CITY OF PEKIN

ORDINANCE NO. 2966-20/21

AMENDING SOLID WASTE COLLECTION PROVISIONS OF THE CITY CODE

PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 26TH DAY OF APRIL 2021

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 26TH DAY OF APRIL 2021

ORDINANCE NO. 2966-20/21

Amending Solid Waste Collection Provisions of the City Code

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 provides residential solid waste collection service to City residents; and

WHEREAS, the Solid Waste Department has recommended revisions to the City Code to increase the efficiency of solid waste collection and bring the Code up to date with current market conditions and practices; 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 of the Pekin City Code is hereby amended as follows:

Sec. 3-1-2-1. City to collect.

(a) The City shall be the sole provider of residential solid waste collection for the collecting of garbage, yard waste, recyclables, and refuse matter. Solid waste collection shall be under the supervision of the Superintendent of Streets and Solid Waste. For purposes of this Division, "residential" shall refer to all single-family residences, and multi-family residences consisting of 4 units or less.

(b) All garbage shall be placed at the curb by 6:00 a.m. the day of collection. Days of collection are established and available from the Street Department Office or on the City website. The schedule will change during those weeks in which an observed holiday occurs. Holidays observed by the City are:

- (1) New Year's Day.
- (2) Memorial Day.
- (3) 4th of July.
- (4) Labor Day.
- (5) Veterans Day.
- (6) Thanksgiving Day.
- (7) Christmas Day.

Holidays that occur on a Saturday or Sunday will be observed either Friday or Monday.

(c) Receptacles placed for pick-up shall be placed at or near the alley lot line (if permitted by the City) or curblane where the pick-up occurs. Receptacles placed at the curblane may be so placed for a period not to exceed 24 hours.

Sec. 3-1-2-2. Garbage collection fee schedule.

(a) A monthly fee for solid waste collection services shall be charged according to the following schedule:

(1) May 1, 2021: \$20.00

(b) With approval of the Council, a monthly fee equaling 150 percent of the fee charged residents shall be charged to extra territorial customers who request garbage service. Said service shall be available where it is economically feasible for the City, solely within the discretion of the City.

(c) Residents 65 years of age or older and residents with disabilities may request walk-up collection of solid waste, recycling or yard waste. An additional fee of \$8.00 per month will be charged for this service.

Sec. 3-1-2-3. Receptacles required.

(a) *Owner responsible for garbage, waste storage on property.* It shall be the duty of every owner or his agent or occupant of any house, building, flat or apartment or tenement in the City where people reside, board or lodge, or where animal or vegetable matter is prepared or served, and at all times, to maintain in good order and repair a covered receptacle for garbage and waste matter. All items shall be in an approved container for collection.

(b) *Collection of bulk items.* Bulk items will be collected in accordance with the following procedures:

(1) Residents must schedule pick-up of bulk items at least two weeks in advance of the desired pick up date by contacting the City Solid Waste Department.

(2) An additional fee of \$10.00 will be charged for each bulk item collected, which will be added to the resident's monthly invoice.

(b) *Approved containers.* Approved containers shall include:

(1) *Carts.* Wheeled carts which have been specifically approved by the City for use with the collection vehicles. Acceptable sizes are 96-gallon for garbage and 64-gallon for recycling. Carts must have a lid and a lift-bar.

(2) *Yard waste.* Yard waste may be disposed of in paper yard waste bags, or in carts not exceeding 35 gallons, except that yard waste may be disposed of in a 64- or 96-gallon cart so long as such cart has a lift bar and is properly marked as containing yard waste. Yard waste material such as limbs, branches or wood which cannot be properly placed in a container for collection must be tied securely in bundles not to exceed four feet in length; provided that fresh Christmas trees will be collected regardless of size

Yard waste collection shall be from April 1st through December 15th of each year. Christmas trees may be collected at any time with regular household waste.

(3) *Weight.* No yard waste bag or bundle shall exceed 50 pounds in weight. Carts shall not exceed the weight limit stated on the cart.

(c) *Prices for the purchase of wheeled carts.* The City shall offer for purchase by residents wheeled carts compatible with the City's waste collection vehicles for the following prices:

(1) 96-gallon cart: \$60.00

(2) 64-gallon cart: \$40.00

Such prices include assembly of the cart and delivery to the purchaser's residence, as well as a 10-year warranty.

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.

(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.

Sec. 3-1-2-5. Penalty.

Any person found to be in violation of any provision of this Division shall be subject to a fine of not less than \$100.00 and not more than \$750.00 for each offense. Each day that a violation continues shall constitute a separate offense.

Section 2. Chapter 3, Article I, Division 2 of the Pekin City Code is hereby amended by the addition of a new Section 3-1-2-6 as follows:

Sec. 3-1-2-6. Semi-Annual Clean-up. The City shall hold two clean-up events per calendar year, one in the spring and one in the fall, in which residents may dispose of bulk items and other items and materials not eligible for general collection under this Division. The Superintendent of Streets and Solid Waste shall have the authority and power to schedule these semi-annual clean-up events, and to make rules and regulations regarding items that may be collected during those events. The scheduled dates and rules and regulations shall be made public at least one month in advance of the event.

Section 3. Chapter 5, Article 6, Division 2, Section 2-3 of the Pekin City Code is hereby amended as follows:

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.

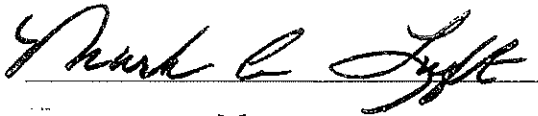
(3) All litter containers placed for pick up must be compatible with the City's waste collection vehicles and their lifter systems, and must meet the specification set forth in Chapter 3, Article I, Division 2 of this Code.

(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 curblin or alley lot line for collection.

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.

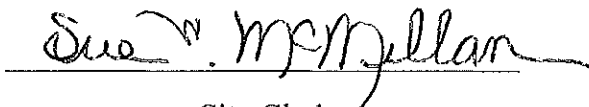
Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this 26th day of April, 2021.



Mayor

ATTEST:



City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 26TH DAY OF APRIL, 2021 ADOPTED ORDINANCE NO. 2966-20/21 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 26th DAY OF April, 2021.

(SEAL)

Sue E. McMillan
SUE E. MCMILLAN
CITY CLERK

original



PDC Services, Inc.

July 16, 2021

Mark Rothert
Pekin City Manager
111 South Capitol Street
Pekin, IL 61554

RE: Bid Response to City of Pekin Solid Waste Collection

Dear Mr. Rothert,

Please find with this letter PDC Services' response to your *Requests for Proposals for City of Pekin Solid Waste Collection*.

PDC enjoys a long-standing relationship with the City of Pekin as evidenced by our agreements to accept solid waste at the Indian Creek Landfill and recycling material at the AREA recycling processing facility in Pekin.

This bid response has PDC collecting the monthly fee and providing customer service on behalf of the City for the solid waste services described in the RFP. Under this proposal, PDC would collect the fee quarterly in advance from each household in the City covered by the contract.

To clarify, this proposal is to collect solid waste in the City of Pekin and deliver it for disposal and/or processing. The only processing fee included in this proposal and the monthly pricing is for the cost of yard waste disposal. The fee table over seven years does not include the cost for trash disposal at Indian Creek Landfill or recycling processing fees at Area Recycling, Inc.

We appreciate the opportunity to win your business for garbage, recycling, and landscape waste collections. Let me know if you have any questions regarding this bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Shangraw", followed by a horizontal line.

Eric Shangraw
Municipal Marketing & Comminutions Manager
PDC/AREA Disposal
eshangraw@pdcarearea.com
Phone: (309)681-3364

P.O. Box 9071
Peoria, IL 61612-9071
309.688.0760

www.pdcarea.com

4700 N. Sterling Avenue
Peoria, IL 61615
Fax 309.688.9611

EXHIBIT 2
Public Facility & Alley Pickup Locations

GARBAGE PICKUP at PUBLIC LOCATIONS*

City Hall	111 South Capitol St	Once A Week	2-1.5cy
Municipal Bus Garage	1130 Koch	Once A Week	2-1.5cy
South Side Fire Station	272 Derby St	Once A Week	1-1.5cy
North Side Fire Station	1000 N 14th St	Once A Week	1-1.5cy
Eastside Fire Station	3232 Court St	Once A Week	1-1.5cy
Street Dept	1208 Koch Street	Once A Week	2-1.5cy
Riverfront Park	Foot Of Court St	Twice A Week	1-1.5cy
Downtown Garbage Cans	Downtown	Once A Week	1-1.5cy

YARD WASTE PICKUP at PUBLIC LOCATIONS*

City Hall	111 S. Capitol	Once a Week
Pekin Public Library	301 S. Fourth St	Once a Week

RECYCLING PICKUP at PUBLIC LOCATIONS*

Pekin City Hall	111 S. Capitol	Once a Week
Pekin Public Library	301 S. Fourth St.	Once a Week
Pekin Public Schools (District 108)	Various locations	Once a Week
Altman School	1730 Highwood St.	Once a Week
Dirksen	501 Maywood Ave.	Once a Week
Jefferson	900 S. Capitol St.	Once a Week
CB Smith	1314 Maltida St.	Once a Week
Starke	1610 Holiday St.	Once a Week
Willow	1110 Veerman St.	Once a Week
Washington	501 Washington St.	Once a Week
Wilson	900 Koch St.	Once a Week
Pekin YWCA	315 Buena Vista Ave	Once a Week
Pekin Park District (including golf course)	Various locations	Once a Week

SOLID WASTE COLLECTION SERVICES - ALLEY PICKUP LOCATIONS

800-826 Park Ave between 8th & 9th St
 1600 block of Catherine, back in off of 16th St
 300 block of Prince between 3rd & Summer St
 305 Fayette alley by Illinois American Water
 402 & 408 S 2nd turn in alley across from NAPA Auto Parts - Fayette St
 1200 block alley between Black & S 14th St
 1100 block Ann Eliza between 11th & 12th St
 1300 block between 6th & 7th & South & Derby

*All containers at locations will be provided by the successful Bidder who receives the City of Pekin's Franchise Agreement.

EXHIBIT 3
City Assets and Personnel

LIST OF EXISTING CITY VEHICLES

<u>Vehicle</u>	<u>ID</u>	<u>Year</u>	<u>Make</u>	<u>Miles</u>	<u>Type</u>
Garbage Truck	RC 01	2018	Freight	36,753	Rear Load, Right side standup
Recycle Truck	RC 02	2018	Freight	33,901	Rear Load, Right side standup
Garbage Truck	SW 11	2018	Freight	46,244	Rear Load, Right side standup
Garbage Truck	SW 12	2019	Freight	32,374	Rear Load, Right side standup
Garbage Truck	SW 13	2019	Freight	32,524	Rear Load, Right side standup
Garbage Truck	SW 14	2018	Freight	49,111	Rear Load, Right side standup
Garbage Truck	SW 15	2020	Freight	6,914	Rear Load, Right side standup
Garbage Truck	SW 07	2016	International	70,115	Rear Load, Right side standup
Garbage Truck	YW 04	2013	Freight	95,046	Rear Load, Right side standup

In lieu of buying equipment, PDC will help with the sale of equipment.

LIST OF CURRENT PERSONNEL

1 Foreman
1 Utility Person
4 Garbage Drivers
2 Yard Waste Drivers
2 Recycle Drivers

Pekin City employees will be encouraged to apply for jobs at PDC and use the City of Pekin employment as a reference.

Rockin

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Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 21.00

Garbage: Size 96 gallon

 Size _____

\$ 60.00/cart

\$ _____

Recycle: Size 64 gallon

\$ 40.00/cart

Size

Size	Value
Size	1000

\$ _____

\$ 10.00

\$ 8.00

\$ Free

\$ Free

\$ Included with monthly fee

\$ N/A

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

\$ 21.53

Garbage: Size 96 gallon
 Size _____

\$ 65.00/cart

\$ _____

Recycle: Size 64 gallon

\$ 45.00/cart

Size

§ _____

\$ 10.00

\$ 8.00

\$ Free\$ Free

\$ Included with monthly fee

\$ N/A

YEAR 3

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 22.06

Cart Purchase Cost

Garbage: Size 96 gallon \$ 65.00/cart

Size \$

Recycle: Size 64 gallon \$ 45.00/cart

Size \$

| | |
|---|----------|
| On-Request Bulk-Item Pickup - Cost per item | \$ 10.00 |
|---|----------|

| | |
|---|---------|
| On-Request Monthly residential walkup service for those 65 years or older | \$ 8.00 |
|---|---------|

| | |
|---|----------------|
| Collection at various public locations and facilities | \$ <u>Free</u> |
|---|----------------|

Two city-wide bulk-item clean up events per year \$ Free

| | | |
|-------------|--|-------------------------------------|
| Other/Misc: | <u>Alley pickup due to unique customer circumstances</u> | <u>\$ Included with monthly fee</u> |
|-------------|--|-------------------------------------|

Other/Misc: \$ N/A

YEAR 4

| | |
|---|----------|
| Monthly flat rate for Garbage, Recycling and Yard Waste | \$ 22.61 |
|---|----------|

Cart Purchase Cost

Garbage: Size 96 gallon \$ 65.00/cart

Size \$

| | | | | |
|----------|------|-----------|----|------------|
| Recycle: | Size | 64 gallon | \$ | 45.00/cart |
|----------|------|-----------|----|------------|

Size _____ \$ _____

| | |
|---|----------|
| On-Request Bulk-Item Pickup - Cost per item | \$ 10.00 |
|---|----------|

| | |
|---|---------|
| On-Request Monthly residential walkup service for those 65 years or older | \$ 8.00 |
|---|---------|

| | |
|---|----------------|
| Collection at various public locations and facilities | \$ <u>Free</u> |
|---|----------------|

Two city-wide bulk-item clean up events per year \$ Free

| | | |
|-------------|--|-------------------------------------|
| Other/Misc: | <u>Alley pickup due to unique customer circumstances</u> | <u>\$ Included with monthly fee</u> |
|-------------|--|-------------------------------------|

| | | |
|-------------|----|-----|
| Other/Misc: | \$ | N/A |
|-------------|----|-----|

YEAR 5

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 23.18

Cart Purchase Cost

Garbage: Size 96 gallon \$ 65.00/cart

Size _____ \$ _____

Recycle: Size 64 gallon \$ 45.00/cart

Size _____ \$ _____

| | |
|---|----------|
| On-Request Bulk-Item Pickup - Cost per item | \$ 10.00 |
|---|----------|

On-Request Monthly residential walkup service for those 65 years or older \$ 8.00

Collection at various public locations and facilities \$ Free

Two city-wide bulk-item clean up events per year \$ Free

Other/Misc: Alley pickup due to unique customer circumstances \$ Included with monthly fee

Other/Misc: _____ \$ N/A

YEAR 6

Monthly flat rate for Garbage, Recycling and Yard Waste \$ 23.76

Cart Purchase Cost

Garbage: Size 96 gallon \$ 65.00/cart

Size _____ \$ _____

Recycle: Size 64 gallon \$ 45.00/cart

Size _____ \$ _____

On-Request Bulk-Item Pickup - Cost per item \$ 10.00

On-Request Monthly residential walkup service for those 65 years or older \$ 8.00

Collection at various public locations and facilities \$ Free

Two city-wide bulk-item clean up events per year \$ Free

Other/Misc: Alley pickup due to unique customer circumstances \$ Included with monthly fee

| | |
|-------------|--------|
| Other/Misc: | \$ N/A |
|-------------|--------|

YEAR 7

| | | | |
|---|------|------------------|----------------------------------|
| Monthly flat rate for Garbage, Recycling and Yard Waste | | \$ | <u>24.35</u> |
| Cart Purchase Cost | | | |
| Garbage: | Size | <u>96 gallon</u> | \$ <u>65.00/cart</u> |
| | Size | <u></u> | \$ <u></u> |
| Recycle: | Size | <u>64 gallon</u> | \$ <u>45.00/cart</u> |
| | Size | <u></u> | \$ <u></u> |
| On-Request Bulk-Item Pickup - Cost per item | | \$ | <u>10.00</u> |
| On-Request Monthly residential walkup service for those 65 years or older | | \$ | <u>8.00</u> |
| Collection at various public locations and facilities | | \$ | <u>Free</u> |
| Two city-wide bulk-item clean up events per year | | \$ | <u>Free</u> |
| Other/Misc: <u>Alley pickup due to unique customer circumstances</u> | | \$ | <u>Included with monthly fee</u> |
| Other/Misc: <u></u> | | \$ | <u>N/A</u> |

PDC

**EXHIBIT 4
Fee Schedule**

YEAR 1

| | | |
|---|-----------------|----------|
| Monthly flat rate for Garbage, Recycling and Yard Waste | | \$ 20.25 |
| Cart Purchase Cost | | |
| Garbage: | Size 95 gallons | \$ 100 |
| | Size | \$ |
| Recycle: | Size 95 gallons | \$ 100 |
| | Size | \$ |
| On-Request Bulk-Item Pickup - Cost per item | | \$ 40.00 |
| On-Request Monthly residential walkup service for those 65 years or older | | \$.00 |
| Collection at various public locations and facilities | | \$.00 |
| Two city-wide bulk-item clean up events per year | | \$.00 |
| Other/Misc: | | \$ |
| Other/Misc: | | \$ |

YEAR 2

| | | |
|---|-----------------|----------------------|
| Monthly flat rate for Garbage, Recycling and Yard Waste | | \$ 20.98 |
| Cart Purchase Cost | | |
| Garbage: | Size 95 gallons | \$ 100 |
| | Size | \$ |
| Recycle: | Size 95 gallons | \$ 100 |
| | Size | \$ |
| On-Request Bulk-Item Pickup - Cost per item | | \$ 40 .00 |
| On-Request Monthly residential walkup service for those 65 years or older | | \$.00 |
| Collection at various public locations and facilities | | \$.00 |
| Two city-wide bulk-item clean up events per year | | \$.00 |
| Other/Misc: | | \$ |
| Other/Misc: | | \$ |

YEAR 3

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 21.55

Cart Purchase Cost

Garbage:

Size 95 gallons

\$ 100

Size

\$

Recycle:

Size 95 gallons

\$ 100

Size

\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc: _____

\$

Other/Misc: _____

\$

YEAR 4

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 21.14

Cart Purchase Cost

Garbage:

Size 95 gallons

\$ 100

Size

\$

Recycle:

Size 95 gallons

\$ 100

Size

\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc: _____

\$

Other/Misc: _____

\$

YEAR 5

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 22.74

Cart Purchase Cost

Garbage:

Size

95 gallons

\$ 100

Size

\$

Recycle:

Size

95 gallons

\$ 100

Size

\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc:

\$

Other/Misc:

\$

YEAR 6

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 23.36

Cart Purchase Cost

Garbage:

Size

95 gallons

\$ 110

Size

\$

Recycle:

Size

95 gallons

\$ 110

Size

\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc:

\$

Other/Misc:

\$

YEAR 7

Monthly flat rate for Garbage, Recycling and Yard Waste

\$ 24.00

Cart Purchase Cost

Garbage:

Size 95 gallons

\$ 110

Size

\$

Recycle:

Size 95 gallons

\$ 110

Size

\$

On-Request Bulk-Item Pickup - Cost per item

\$ 40.00

On-Request Monthly residential walkup service for those 65 years or older

\$.00

Collection at various public locations and facilities

\$.00

Two city-wide bulk-item clean up events per year

\$.00

Other/Misc:

\$

Other/Misc:

\$

CITY OF PEKIN
FIRST AMENDMENT
TO RFP FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES

YOU ARE HEREBY NOTIFIED that the Request for Proposals: Residential Solid Waste Collection Services for Garbage, Recycling and Yard Waste published by the City of Pekin on June 22, 2021, is hereby amended as follows:

I. In instances throughout the RFP document and Franchise Agreement template where special walkup services are listed for collection for those 65 years old or over, such services shall also be available for those with disabilities, as per the current City Code. In other words, the Grantee shall provide on-request walkup service collection to those Dwelling Units where the resident is disabled or 65 years old or over. Please make any adjustment to your bid response with this change in mind.

II. Exhibit D - Paragraph 2 – GRANT OF FRANCHISE AUTHORITY is deleted in its entirety and replaced with the following:

2. GRANT OF FRANCHISE AUTHORITY

The City hereby grants to the Grantee an exclusive Franchise authorizing the Grantee to provide residential Solid Waste Collection Services in the Public Ways within the Franchise Area and to provide such services under the terms and conditions contained herein and within the Grantee's bid proposal made in response to the City of Pekin's request for such services, as outlined in Exhibit 1. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of a Solid Waste Collection Services.

III. Exhibit D - Paragraph 3 – TERM OF FRANCHISE, is deleted in its entirety and replaced with the following:

3. TERM OF FRANCHISE

The term of the Franchise granted hereunder shall be seven (7) years from the Operational Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law.

- A. This Agreement may be renewed for one additional term of up to seven (7) years by agreement of the parties. Any such renewal must be agreed upon no later than eighteen (18) months prior to the expiration of the initial term.
- B. If no agreement is reached by the parties to renew this Agreement within the time period set forth in subsection A, the City shall have the option to (i) re-bid the collection of residential solid waste and award an exclusive franchise to the

successful bidder, or (ii) to assume responsibility for the collection of residential solid waste. Any new franchise agreement granted or assumption of solid waste removal by the City would take effect upon expiration of this Agreement.

IV. Exhibit D - Paragraph 4.M. -- Collection Vehicles, Equipment & Personnel, is amended by the addition of a new subsection (iii) as follows:

- iii. Upon the expiration or earlier termination of this Agreement in accordance with the terms hereof, the City shall have the option of purchasing all assets acquired by Grantee from the City pursuant to subsection 4.M.(i) and listed on Exhibit 3 hereto at their then-current fair market value.

REGULAR CITY COUNCIL MEETING
MONDAY, JULY 26, 2021
5:30 PM

| | |
|-----------|--|
| 1. | Pledge of Allegiance |
| 2. | Call to Order |
| 3. | Approve Agenda |
| 3.1. | Approve agenda |
| 4. | Approval of Minutes |
| 4.1. | City Council - Regular Meeting - Jul 12, 2021 5:30 PM |
| 5. | Public Input |
| 6. | Consent Agenda |
| 6.1. | Pekin Public Library Annual Report 2021 |
| 6.2. | Police Department Stats - June 2021 |
| 6.3. | Accounts Payable To Be Paid Proof List thru July 23, 2021 |
| 6.4. | Ordinance No. 2994-21/22 Parking Variance for Property Located at 1016 Court Street |
| 6.5. | Ordinance No. 2995-21/22 Front Yard Setback Deck Variance Request for Property Located at 721 13th Street |
| 6.6. | Ordinance No. 2996-21/22 Special Use Request for Open-Front/Walk-Up Food Service for Kenzi Hibachi Express, LLC Located at 3322 Court Street |
| 6.7. | Ordinance No. 2997-21/22 Rezoning Request for 283 Herman Street from B-3 General Business to R-4 One-Family Residential |
| 6.8. | Receive & File Bids for 5th St. Mill & Overlay Project |
| 6.9. | Receive and File Bids for Solid Waste Collection Services |

| | |
|----------------------------|--|
| Unfinished Business | |
| 7.1. | Ordinance No. 2958-20/21 An Ordinance Amending Chapter 5 Article 1 Division 1 and Division 2 to Create a Business Registration License for the City of Pekin Illinois
ACTION REQUESTED: Approve and Adopt the Ordinance. |
| 8. New Business | |
| 8.1. | Resolution No. 295-21/22 Authorization to Enter into Agreements for Expenditures Under \$15,000
ACTION REQUESTED: Approve and Adopt the Resolution. |
| 8.2. | Resolution No. 296-21/22 Award Street Department Painting Project to RP Coatings
ACTION REQUESTED: Approve and Adopt the Resolution. |
| 8.3. | Resolution No. 297-21/22 Bid Award for Solid Waste Collection Services to City of Pekin
ACTION REQUESTED: Approve and Adopt the Resolution. |
| 8.4. | Ordinance No. 2998-21/22 Amending the City Code Chapter 3 Article I Division 2 Section 3-1-2-2 Related to Fee Schedule for Solid Waste Collection Services
ACTION REQUESTED: Approve and Adopt the Ordinance. |
| 8.5. | Ordinance No. 2999-21/22 Amending the City Code to Create Chapter 5 Article IV Division 2 Subdivision 1 Section 5-4-2-1-8 to Require Sidewalk Construction Permits
ACTION REQUESTED: Approve and Adopt the Ordinance. |
| 8.6. | Ordinance No. 3000-21/22 Amending the Liquor Code to Create Chapter 5 Article II Section 5-2-25 to Allow Class A Licensed Establishments to Allow Carry Out or Delivery of Mixed Drinks, Cocktails, and Single Servings of Wine
ACTION REQUESTED: Approve and Adopt the Ordinance. |
| 8.7. | Ordinance No. 3001-21/22 Amending the Zoning Code Chapter 2 Article VI Division 10 Section 2-6-10-1 to Combine Zoning Board of Appeals with Planning Commission into a Single Body
ACTION REQUESTED: Approve and Adopt the Ordinance. |
| 8.8. | Resolution No. 298-21/22 Annual Appointments |

| | |
|-------|---|
| 8.9. | Discussion - Amendments to Ethics Ordinance and City Council Code of Conduct |
| 8.10. | Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project to UCM
ACTION REQUESTED: Approve and Adopt the Resolution. |
| 9. | City Council or Staff Reports |
| 10. | Executive Session 5 ILCS 120/2 (c) 1. Personnel |
| 11. | Adjourn |

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY JULY 26, 2021 AT 5:30 O'CLOCK P.M.
MARK LUFT * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Orrick. City Clerk Sue. E. McMillan confirmed all members were present and logged on for electronic voting. A quorum was declared by Mayor Luft.

| Attendee Name | Organization | Title | Status | Arrived |
|---------------|---------------|---------------|---------|---------|
| Rick Hilst | City of Pekin | Councilman | Present | 5:13 PM |
| Karen Hohimer | City of Pekin | Councilwoman | Present | 5:06 PM |
| Dave Nutter | City of Pekin | Councilman | Present | 5:11 PM |
| Becky Cloyd | City of Pekin | Councilwoman | Present | 5:11 PM |
| Lloyd Orrick | City of Pekin | Mayor Pro-Tem | Present | 5:07 PM |
| John P Abel | City of Pekin | Councilman | Present | 5:09 PM |
| Mark Luft | City of Pekin | Mayor | Present | 5:10 PM |

APPROVE AGENDA

3.1. Motion to: Approve agenda

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Lloyd Orrick, Mayor Pro-Tem |
| SECONDER: | Karen Hohimer, Councilwoman |
| AYES: | Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft |

APPROVAL OF MINUTES

4.1. City Council - Regular Meeting - Jul 12, 2021 5:30 PM

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

PUBLIC INPUT

Mr. John Marshall informed Council that his neighbors have had a pig on their property for the last three years and despite requests made to the City for removal, nothing had been done. Mr. Marshall also reported that his neighbors had a dead tree along with 16 foot weeds.

Mayor Luft responded to Mr. Marshall stating that the individual with the pet pig had been addressed and was determined that the pig was an emotional pet approved by the State of Illinois. Mayor Luft also stated that he would look into the possible code violations.

Mr. Jim Mangan, spoke against the solid waste bid from the City and stated that the City's proposed annual increase of 2.5% was inaccurate and deceptive. Mr. Mangan spoke in favor of the solid waste bid from PDC and felt it would give taxpayers relief. Additionally, Mr.

Mangan spoke regarding the City's proposed franchise fee and how he felt it was illegal. Mayor Luft questioned why Mr. Mangan felt the franchise fee was illegal and explained to him that if the bid was awarded to PDC it would have a franchise fee within it, therefore, the reason it was included.

CONSENT AGENDA

Motion to: Approve Consent Agenda

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Lloyd Orrick, Mayor Pro-Tem |
| SECONDER: | Karen Hohimer, Councilwoman |
| AYES: | Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft |

- 6.1. Pekin Public Library Annual Report 2021
- 6.2. Police Department Stats - June 2021
- 6.3. Accounts Payable To Be Paid Proof List thru July 23, 2021
- 6.4. Ordinance No. 2994-21/22 Parking Variance for Property Located at 1016 Court Street
- 6.5. Ordinance No. 2995-21/22 Front Yard Setback Deck Variance Request for Property Located at 721 13th Street
- 6.6. Ordinance No. 2996-21/22 Special Use Request for Open-Front/Walk-Up Food Service for Kenzi Hibachi Express, LLC Located at 3322 Court Street
- 6.7. Ordinance No. 2997-21/22 Rezoning Request for 283 Herman Street from B-3 General Business to R-4 One-Family Residential
- 6.8. Receive & File Bids for 5th St. Mill & Overlay Project
- 6.9. Receive and File Bids for Solid Waste Collection Services

UNFINISHED BUSINESS

- 7.1. Ordinance No. 2958-20/21 An Ordinance Amending Chapter 5 Article 1 Division 1 and Division 2 to Create a Business Registration License for the City of Pekin Illinois
City Manager, Mr. Mark Rothert, introduced the request to Council summarizing that the requirement would be to require all businesses to register with the City. Mr. Rothert reminded Council of past discussions and running into operational issues with businesses that were out of code compliance.

Councilmember Cloyd expressed concern as a small business owner that a fee would be added to the registration in the future. Councilmember Cloyd advised that the purpose of the business registration was to bring integrity to professions and that all registration would be completed online similar to car registration.

Councilmember Orrick agreed with Councilmember Cloyd and advised that he now supports the license to help address businesses that do not do things properly.

Councilmember Abel spoke in favor of the agenda item.

Councilmember Nutter informed Council that he had received an email from the Pekin Chamber of Commerce and that they were not in favor of the license.

Mr. Rothert explained the process to set up an online portal over the next 5 months giving businesses a grace period. City staff will be in charge of the process with the help of the Chamber to help with the registration process.

Councilmember Nutter expressed concern about not being able to communicate the registration requirement to businesses.

City Attorney, Ms. Swise, explained that if a business refused to register for a license than they would be subject to code violations and fines.

Ms. Swise also pointed out that the Council packet and proposed ordinance under Section 2 had the incorrect chapter and that it should be Chapter 5.

Mayor Luft commented on communicating the registration through the media, newspapers, facebook, the website and possibly the waste water billings.

Councilmember Hohimer suggested an outline portal accessible for residents to access businesses by specialty. Mr. Rothert added that the City would need permission from each business.

Ms. Swise added that the information given from businesses to the City would still be subject to the FOIA Act.

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

NEW BUSINESS

8.1. Resolution No. 295-21/22 Authorization to Enter into Agreements for Expenditures Under \$15,000

City Manager, Mr. Mark Rothert, advised Council that the City had adopted its Procurement Policy on January 28, 2019 where purchases under \$15,000 were allowed to be made by the City Manager or designated purchasing agent but the policy was silent on how to treat any associated contracts or service agreements for such purchases under \$15,000. Mr. Rothert explained that the resolution in the packet clarified and amended the Procurement Policy to delegate the authority to sign contracts or agreements for purchases under \$15,000 to the City Manager. He added that the amendment also addressed right of way or easement purchases as it related to capital projects, similarly to the major construction with Court Street.

City Engineer, Ms. Josie Esker, informed Council that there were over 100 parcels on Court Street, but the amendment would include all capital projects, and it was her opinion that it was not necessary to bring those right of way or easement purchases to Council each time. Council requested a list of those purchases be provided should a member have questions.

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

8.2. Resolution No. 296-21/22 Award Street Department Painting Project to RP Coatings

City Manager, Mr. Mark Rothert, introduced the request to award the Street Department painting projects to RP Coatings. The project consisted of a thorough cleaning, scraping, and pressure washing the building prior to priming and coating the exterior and interior. The City did not use the formal RPP process as it fell under the procurement procedure for Public Facility

Improvements. The City received 3 proposals. Council discussed not having knowledge of RP Coatings previous jobs. Mr. Rothert informed Council that funds were budgeted out of the CBD TIF but explained that all TIF improvements were aggregated together and comingled in the capital budget. If no funding was available in the Court Street TIF it would likely come from the CBD TIF as listed in the packet. Council discussed amending the budget to allow for such transfer if necessary.

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

8.3. Resolution No. 297-21/22 Bid Award for Solid Waste Collection Services to City of Pekin

City Manager, Mr. Mark Rothert, presented the request to Council regarding the bid award for solid waste collection services to the City of Pekin. The city accepted sealed bids for residential solid waste collection through an RFP solicitation at the request of Council. The city received two bids, one from Peoria Disposal Company, and the other from the City's Solid Waste Division of Public Works. Bid proposals were reviewed by staff and it was determined that the PDC bid excluded the landfill disposal cost from their submitted bid price. Staff projected those monthly tipping fees based on current fees paid by the City; estimated to be \$3 per household. Bids were evaluated for their full operational cost with the City's being the most economically favored.

Council compared the garbage can bins, recycling bins and bulk item pickup cost of PDC and the City as listed on the bid tabulation included in the packet. It was stated that PDC chose to deny the option to purchase the City's vehicles and would not guarantee hiring any of the City's current employees. Council also discussed proposing a policy that required a 5% franchise fee agreement to be used for roads. Council discussed other considerations such as how the cost of PDC's employees' pensions and fuel costs would directly be paid by residents of the City should they be awarded the bid. The request also included within the RFP an increase in fees over several years and it was discussed by Council to determine instead those increases if any each year. Finance Director, Mr. Bruce Marston, addressed the Council regarding the transfer from the Solid Waste Fund to the General Fund made at the end of each year.

| | |
|------------------|------------------------------------|
| RESULT: | APPROVED [5 TO 2] |
| MOVER: | Karen Hohimer, Councilwoman |
| SECONDER: | Becky Cloyd, Councilwoman |
| AYES: | Hohimer, Cloyd, Orrick, Abel, Luft |
| NAYS: | Rick Hilst, Dave Nutter |

8.4. Ordinance No. 2998-21/22 Amending the City Code Chapter 3 Article I Division 2 Section 3-1-2-2 Related to Fee Schedule for Solid Waste Collection Services

City Manager, Mr. Mark Rothert, requested that the City's bid for solid waste collection be treated as any other bid and asked Council for consideration of the fee structure.

| | |
|------------------|--|
| RESULT: | FAILED [3 TO 4] |
| MOVER: | Karen Hohimer, Councilwoman |
| SECONDER: | Becky Cloyd, Councilwoman |
| AYES: | Karen Hohimer, Becky Cloyd, John P Abel |
| NAYS: | Rick Hilst, Dave Nutter, Lloyd Orrick, Mark Luft |

8.5. Ordinance No. 2999-21/22 Amending the City Code to Create Chapter 5 Article IV Division 2 Subdivision 1 Section 5-4-2-1-8 to Require Sidewalk Construction Permits

The Council was advised that based their consensus during a past discussion item on the agenda brought forward by the City Engineer, the city code would need revised to require sidewalk permits for new construction and replacement of existing sidewalk within the City's right-of-way. The permit would be at no cost to the contractor or resident. The permit would allow for staff to oversee all sidewalk construction to ensure compliance with the Americans with Disabilities Act.

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

8.6. Ordinance No. 3000-21/22 Amending the Liquor Code to Create Chapter 5 Article II Section 5-2-25 to Allow Class A Licensed Establishments to Allow Carry Out or Delivery of Mixed Drinks, Cocktails, and Single Servings of Wine

City Manager, Mr. Mark Rothert, explained that cocktails to go was allowed at restaurants and bars during the pandemic and the ordinance brought forth was a permanent continuation of that.

Mayor Luft advised that a bill was passed on the house floor regarding the request in which he was a co-sponsor.

Councilmember Cloyd expressed some concern as to why during the last meeting the request to allow alcohol to be sold in fuel stations was denied but the current request to allow cocktails to go was on the agenda. She felt it was an oxymoron.

Police Chief John Dossey advised Council that there had been no adverse action to allowing cocktails to go or the sale of alcohol in gas stations. The numbers of any adverse effects have been lower nationally because of the use of technology.

Council continued the discussion stating that the ordinance was to help businesses and that adding alcohol to gas stations would create more entities that sell liquor and only wanted to help those that are current local businesses.

| | |
|------------------|-------------------------------------|
| RESULT: | ADOPTED [5 TO 2] |
| MOVER: | Rick Hilst, Councilman |
| SECONDER: | Lloyd Orrick, Mayor Pro-Tem |
| AYES: | Hohimer, Nutter, Orrick, Abel, Luft |
| NAYS: | Rick Hilst, Becky Cloyd |

8.7. Ordinance No. 3001-21/22 Amending the Zoning Code Chapter 2 Article VI Division 10 Section 2-6-10-1 to Combine Zoning Board of Appeals with Planning Commission into a Single Body

City Manager, Mr. Mark Rothert, informed Council that the Pekin Planning Commission had recommended an amendment of the zoning code to combine the functions of the Zoning Board of Appeals and the Planning Commission into a single body to be called the city of Pekin Zoning Board of Appeals to make it more efficient.

City Attorney, Ms. Kate Swise, advised that the Zoning Board of Appeals handled two primary functions: recommending an application for a variance to the Council and zoning determinations. All recommendations by the Zoning Board of Appeals would still be voted on by Council. Council discussed the number of appointed members and that current members on the committee will finish serving their term to allow for staggered terms.

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Becky Cloyd, Councilwoman |
| SECONDER: | Karen Hohimer, Councilwoman |
| AYES: | Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft |

8.8. Resolution No. 298-21/22 Annual Appointments

The Council was informed that the annual appointments were in the packet for consideration and review.

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|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Becky Cloyd, Councilwoman |
| SECONDER: | Lloyd Orrick, Mayor Pro-Tem |
| AYES: | Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft |

8.9. Discussion - Amendments to Ethics Ordinance and City Council Code of Conduct

Councilmember Cloyd led the discussion regarding amendments to the ethics ordinance and City Council code of conduct. Mr. Rothert gave the Council a historical context on the background of the ordinance to be repealed and replaced. The request would repeal the 2004 ordinance with a new ordinance that touches on political activity and gift bans. Additionally, the code of ethics adopted in 2011 needed revised with more substance. Council discussed creating an ethics commission for violations but the discussion led to having an ethics advisor. The item will be placed on the next agenda at the request of the Mayor and Council. City Attorney, Ms. Kate Swise, advised Council to review Section C regarding compliance and sanctions.

8.10. Resolution No. 294-21/22 Award 5th Street Mill & Overlay Project to UCM
City Engineer, Ms. Josie Esker, presented the request to Council to award the 5th Street mill and overlay project to UCM. The project was approved by Council in the 2021 Street Maintenance Plan. The company is located out of Tremont, Illinois and the bid total was 3% under the engineer's estimate.

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

CITY COUNCIL OR STAFF REPORTS

Councilmember Orrick requested an updated staff telephone pocket card for Council.

Councilmember Hohimer thanked the Conway family for donating an air conditioner to a resident that had their unit go out and thanked Pekin residents for helping facilitate.

Councilmember Abel acknowledged that the City did not have a full summer crew and yard crew but informed staff that the weeds on the island streets were knee high near 10th and Court and 13th and Broadway. Property Manager, Mr. Jayson Brienon explained that he spoke with Golf Green and they did not realize they had a three year contract with the City. The weeds will be sprayed and removed.

Councilmember Hilst informed staff that the furniture store on Court Street had a couch and chair on the sidewalk in front of their building. Sunset Golf Course hosted Best Ball last weekend and presented a Community Hero award to John Campbell.

Councilmember Cloyd shared her Wastewater Treatment Plant tour experience and suggested everyone take a look at the video she created on her facebook page.

Councilmember Cloyd added that the Wastewater Treatment Plant was also hiring for a 5th employee.

Mayor Luft announced that Bike Night and the Downtown Super Cruise will be next weekend on Court Street. Mayor Luft also asked that everyone think about utilizing wastewater bills as a way of providing communication to residents. Lastly, Mayor Luft reminded Council and residents that 80% of staff present at the meeting had only been here for five years or less.

City Manager, Mr. Mark Rothert, happily reported that the Discover Pekin's facebook page had 55,000 impressions on the Bike Night and Super Cruise posting with the Chamber's efforts.

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

A motion was made by Councilmember Nutter seconded by Councilmember Abel to move into Executive Session to discuss 5 ILCS 120/2 (c) 1. Personnel at 8:21 P.M. Motion carried viva voce. Mayor Luft announced that no action would be taken after Executive Session.

ADJOURN

The Council returned to open session and without further action to come, motion was made by Council Member Orrick, seconded by Council Member Hohimer to adjourn. Motion carried viva voce. Mayor Luft adjourned the meeting at 8:45 P.M.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 22, 2024
To: Members of the City Council
From: Robert Grogan, Finance Consultant

AGENDA ITEM: Ordinance No. 4187-23/24 Amending Chapter 3 of the Pekin City Code Regarding Sewer Charges

DESCRIPTION: The City charges user fees for wastewater and storm water collection and treatment that are paid and expensed in the Sewer Fund. The current fees are not sufficient to maintain acceptable sewer services, which has resulted in negative cash balances in the Sewer Fund totaling over \$11 million owed to the General fund that could be spent on other projects. Therefore, staff has included increases to these fees in the FY2025 budget to address the structural insufficiency as follows:

| | Volumetric Rate | Capital Improvement Fee |
|---------------------------------|---------------------------|-------------------------|
| Current Monthly Rate | \$7.66 per 1,000 gallons | \$4.41 |
| Monthly Rate as of May 1, 2024 | \$10.70 per 1,000 gallons | \$4.90 |
| Monthly Rate Increase Each year | 5% | 5% |

A more detailed memo from staff is included in the packet.

Staff recommends approval of the attached ordinance implementing the increases described above.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

Notes: Projected revenue increases for FY25 based on these rate increases are \$2.38 million to Sewer Fund. Aside from covering regularly increasing expenses, the additional revenue will be used to pay back money owed to the General fund (unless forgiven by Council), pay new debt service required for the EPA mandated CSO project, and create a true preventative maintenance program to be more financially responsible over time.

REVIEWED BY:

Katherine Swise, City Attorney

Approved - 4/18/2024

Robert Grogan, Finance Consultant
John Dossey, City Manager
Sue McMillan, City Clerk

Approved - 4/19/2024
Approved - 4/19/2024
New -

Ordinance No. 4187-23/24 Amending Chapter 3 of the Pekin City Code Regarding Sewer Charges

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 provides wastewater and stormwater collection and treatment services to City utility customers; and

WHEREAS, the City has established user charges to be paid to the Sewer Fund; and

WHEREAS, the capital improvement fee is currently set for May 1, 2024 to be at \$4.41 per month, and the volumetric rate used for calculating the operational fee is currently set at \$7.66 per 1,000 gallons of water consumption per month; and

WHEREAS, the City Council of the City of Pekin has determined it is in the best interest of the City to increase these charges to maintain financial sustainability of the Sewer Fund.

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

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

Section 2. Chapter 3, Article 2, Division 4, Section 2 of the Pekin City Code is hereby amended as follows (strikethrough indicates removal, and underline indicates addition):

Sec. 3-2-4-2. Wastewater charges.

(a) *Basis for wastewater charges.* The wastewater charge is for the use of and services supplied by the wastewater facilities of the City. ~~The wastewater charge shall consist of the operational charge and the minimum charge.~~

(d) *Computation of wastewater charge.* The wastewater charge shall consist of the capital improvement charge, the operational charge, and a surcharge where applicable.

(1) *Capital improvement charge.* A capital improvement charge will be charged for every user that is connected to the sanitary sewer system, regardless of whether they are present through the winter months, have no water usage, or have had their meter pulled. The capital improvement charge shall be ~~\$4.40~~\$4.90 per month beginning May 1, 2024, and shall increase each May 1 thereafter by five percent (5%).~~(\$52.80 per year) through June 30, 2021. Commencing July 1, 2021, the capital improvement charge will be charged according to~~

the following schedule:- [delete current table].

(2) *Operational charge*. This charge is based on the volumetric flow of water to the user (Subsection (b) of this Section) times the established rate (Subsection (e) of this Section).

(3) *Surcharge*. The charge for having BOD and SS concentrations above normal domestic levels as computed per Subsection (c) of this Section.

(e) *Volumetric rate*. There shall be and there is hereby established a volumetric rate for the use of and for service supplied by the wastewater facilities of the City. A volumetric rate of ~~\$7.66~~ \$10.70 ~~for~~ per 1,000 gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City ~~May 1, 2018~~ beginning May 1, 2024, and shall increase each May 1 thereafter by five percent (5%).

Section 3. All provisions of Section 3-2-4-2 not expressly amended herein remain in full force and effect.

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

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

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law but not before May 1, 2024.

| | |
|------------------|-----------------|
| RESULT: | (0 TO 0) |
| MOVER: | None |
| SECONDER: | None |
| AYES: | None |
| NAYS: | None |
| ABSTAIN: | None |
| ABSENT: | |

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

Office of the City Manager

To: Mayor Burress, City Council

From: John Dossey, City Manager

Date: April 15, 2024

Subject: Wastewater Charges

Mayor, and City Council

As part of the budget discussions, it has been recommended by staff to evaluate the current rates as they apply to the sewer fund. As has been presented in the current budgets, it is clear that currently the Sewer Fund is being subsidized by the General Fund. Because of this, we are at a crossroads where we must make a decision on the future of the department and the direction our community and Council wish to go regarding this service. Staff is looking for direction so that we may best utilize our resources regarding this issue. The following is to provide necessary information to the Council so that an informed decision can be made.

History

Staff looked into the history of the Sewer Fund in efforts to have a complete understanding of decisions and discussions had by former administrations and Councils. The following information is what we have found in efforts to establish a time line and provide information to this Council and future administrations moving forward.

| | |
|--------------|--|
| May 1986 | Sewer user fees established: basic rate (volumetric) set at \$1.08 per 1,000 gallons and debt service charge set a \$4.30 |
| May 1990 | Volumetric rate lowered to \$1.00 per 1,000 gallons |
| July 1996 | Debt Service Charge eliminated and Capital Improvement Charge enacted |
| October 2003 | Rate set at \$1.99 per 1,000 gallons |
| August 2010 | First rate increase schedule approved to address capital spending needed for wastewater treatment plant improvements and the CSO project: \$1.99 to \$5.24 over 5 years. |
| FY2015 | Audit reported concern that the Sewer Fund was accumulating negative cash flow. |
| April 2016 | Second rate increase schedule approved to address capital spending needed for treatment plant improvements and the CSO project: \$5.24 to \$7.66 over 3 years. |

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CITY OF PEKIN

Office of the City Manager

| | |
|-----------------|--|
| FY2020 | Storm sewer operations are moved in to the Sewer Fund, which the audit noted as “increasing financial transparency” since the Storm Sewer Fund alone had no funding source and had to be subsidized by other funds. |
| FY2022 / FY2023 | \$11 million cash moved from General Fund to Sewer Fund (two \$5.5 million tranches), bringing negative cash balance up to approximately \$5 million (see paragraph about ARPA below). |
| May 2023 | FY2024 Budget approved with one-sided \$5.5 million transfer into Capital Projects Fund to help pay for road projects without the balancing transfer out of Sewer Fund, which would have used all cash in the Sewer Fund. |
| April 2024 | Budget Amendment to correct one-sided transfer. General Fund will now make the transfer to Capital Projects Fund to pay for the Court Street expenses, which is both more transparent and more accurate in the accounting. |

Financial Analysis

Staff’s overall analysis is that the Sewer Fund has a structural problem funding its expenses, which will be significantly exacerbated by new spending required to complete the CSO project and to address decades of little preventative maintenance.

In 2010, the City made a plan to fund the 7 phases of improvements to the wastewater treatment plan and the combines sewer system required by EPA totaling \$59.7 million. This plan showed a 14-year project implementation period with an additional 10 years of planned rate adjustments where the city would incrementally increase rates from \$1.99 in FY2011 up to \$8.52 in FY2018 and then decrease incrementally down to \$4.29 in FY2034.

From fiscal year 2012 through 2019, standard rate increases were approved each year averaging 19% increase per year but slowing to 6% increase in the last two years of that time period. The first set of increases from FY2012 through FY2016 supported major improvements to the wastewater treatment plant, and operating net income appeared to be well in the positive, but cash in the Sewer Fund was actually spent down from \$5 million to just \$885,000 largely due to capital improvements not being counted as expenses. Rather, they were done off-budget as exchange of assets (e.g., cash down and capital asset up) without showing the effect on cash to Council. While this is technically correct accounting practice, it is very misleading in budgeting and decision-making.

Some effort was made to pay back the General Fund the millions of dollars loaned to the Sewer Fund (and others) through enacting a broad enterprise fund transfer policy in 2019, but this

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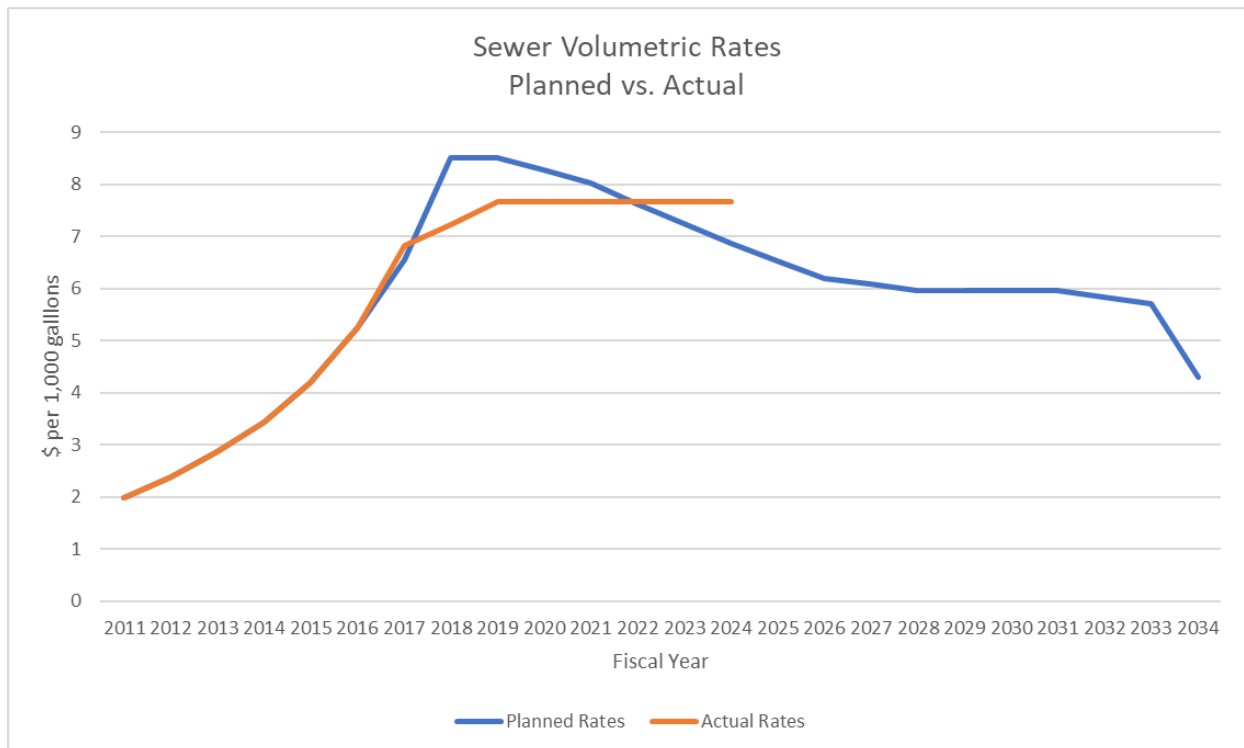


CITY OF PEKIN

Office of the City Manager

policy was severely flawed and was subsequently repealed by Council in 2024 at Financial Consultant Bob Grogan's recommendation.

After the 2015 audit reported concern of the Sewer Fund accumulating negative cash flow, Council approved a new rate schedule for FY2017 through FY2019 but at lower levels than originally planned in 2010. This brought cash back up to \$7 million, and the Sewer Fund finally seemed to be self-sustaining and well-positioned to fund the remaining phases of the CSO project as long as the planned rate increases were maintained.



In the FY2020 budget, Council made the decision to move storm sewer operations and its \$5 million negative balance back into the Sewer Fund rather than hold it as its own separate enterprise fund solely supported by General Fund money, which according to the FY2020 audit, “increases financial transparency.” This resulted in a cash balance of \$2 million in the Sewer Fund at the end of FY2020, and storm water operations have continued to be paid for out of the preexisting rates.



CITY OF PEKIN

Office of the City Manager

No rate increase has been approved in the last 5 years despite the increasing operations costs for the Sewer Fund and the looming EPA mandate to finish the CSO project.

One note about how ARPA funding affected the Sewer Fund. While we found no official action approving it, staff is told the \$11 million of cash generated by the ARPA money coming into the General Fund was transferred to Sewer, likely to help pay for the last phases of the CSO project. However, the negative \$6 million in the Sewer Fund used up more than half of that cash inflow. Furthermore, since staff has found no official action taken by Council to make such a transfer, so it is currently classified as an interfund loan owed back to the General Fund.

As a result, available cash in the Sewer Fund now stands at \$5.5 million projected at the end of FY2024 with approximately \$11 million owed to the General Fund unless the Council decides to forgive that interfund debt.

| Sewer History | | | | | | | | | | | |
|---------------|------|-----------|--------------|-----------|--------------|-----------------------------------|-------------|-------------|---------------------------------|-----------------|--|
| Cash + DTDF | Year | Cash | DTDF | Rev | Exp | capital outlays not in net income | debt pmt | Net Income | Net Inc w/ also minus debt pmts | Transfers to GF | Comments |
| (5,546,525) | 2024 | 5,496,653 | (11,043,178) | 6,446,811 | (3,575,257) | 1,210,982 | (2,799,636) | 2,871,554 | 71,917 | - | not yet full year, no depreciation yet |
| (4,934,600) | 2023 | 6,851,144 | (11,785,743) | 7,076,743 | (3,896,124) | 211,753 | (2,710,694) | 3,180,619 | 469,925 | - | depreciation not booked yet |
| (5,287,470) | 2022 | 751,997 | (6,039,467) | 6,824,468 | (3,646,906) | 3,309,559 | (2,530,050) | 3,177,562 | 647,512 | 53,649 | transfer from repealed policy, depreciation not booked yet |
| (1,635,107) | 2021 | 4,287,800 | (5,922,907) | 7,213,103 | (6,855,942) | 4,722,909 | (2,425,848) | 357,162 | (2,068,686) | 860,000 | transfer from repealed policy |
| 2,020,101 | 2020 | 1,898,929 | 121,172 | 7,855,255 | (13,208,491) | 1,258,479 | (2,172,036) | (5,353,236) | (7,525,272) | 7,196,437 | transfer from repealed policy, assumption of storm sewer |
| 7,022,690 | 2019 | 6,794,875 | 227,815 | 7,541,776 | (5,569,498) | 502,444 | (2,209,343) | 1,972,278 | (237,065) | - | |
| 5,055,313 | 2018 | 5,433,075 | (377,762) | 7,505,752 | (4,911,285) | 4,285,020 | (2,171,347) | 2,594,467 | 423,119 | 289,807 | Admin overhead cost |
| 3,012,504 | 2017 | 3,012,504 | - | 7,467,947 | (5,046,196) | 51,046 | (2,123,548) | 2,421,751 | 298,203 | 259,876 | Admin overhead cost |
| 884,898 | 2016 | 884,898 | - | 5,126,630 | (4,929,983) | 6,142,720 | (2,117,672) | 196,647 | (1,921,025) | 243,886 | Admin overhead cost |
| 1,695,762 | 2015 | 1,889,405 | (193,642) | 3,985,319 | (4,821,107) | 38,585,433 | (1,464,887) | (835,788) | (2,300,674) | 114,648 | Admin overhead cost |
| 1,822,637 | 2014 | 1,822,637 | - | 3,384,894 | (3,305,846) | 130,767 | (2,147,631) | 79,049 | (2,068,582) | 114,648 | Admin overhead cost |
| 2,436,174 | 2013 | 2,436,174 | - | 3,068,587 | (3,309,497) | 27,422 | (285,000) | (240,910) | (525,910) | 114,648 | Admin overhead cost |
| 2,642,413 | 2012 | 2,642,413 | - | 3,083,938 | (2,792,504) | 9,699,958 | (285,000) | 291,435 | 6,435 | 114,648 | Admin overhead cost |
| 9,137,384 | 2011 | 9,137,384 | - | 2,809,676 | (2,797,216) | - | - | 12,460 | 12,460 | 114,648 | Admin overhead cost |
| 4,312,607 | 2010 | 4,312,607 | - | 2,559,738 | (2,494,744) | 302,718 | - | 64,995 | 64,995 | 114,648 | Admin overhead cost |
| 4,033,741 | 2009 | 4,033,741 | - | 2,635,590 | (2,470,351) | 429,967 | - | 165,240 | 165,240 | 114,648 | Admin overhead cost |
| 3,853,076 | 2008 | 3,853,076 | - | 2,804,673 | (2,238,637) | 714,677 | - | 566,036 | 566,036 | 143,099 | Admin overhead cost |

This poor net position comes from many years of negative net income, and it is not getting better. With the last phases of the CSO project being mandated by the EPA, the Sewer Fund will see an estimated \$1.2 million in new spending annually,¹ and delaying this project will likely result in EPA fines and total cost for the project increasing due to inflation. Without any rate increase, General Fund revenues paid by taxpayers will have to foot the bill instead of ratepayers which include other taxing bodies and the federal prison that alone accounts for about 10% of sewer usage.

¹ Assumes \$15 million total cost, 5% loan over 20 years

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CITY OF PEKIN

Office of the City Manager

Additionally, the City has never had a true preventative maintenance program. With the cost of an emergency repair being five to ten times more than the cost of preventative maintenance, it is fiscally irresponsible to continue this way, so staff strongly recommends including funding for some level of proactive work that will include lining sewers, acquiring back-up parts and equipment at the treatment plant, repairing manholes, etc.

Considering just sewer lining alone, City Engineer Josie Esker provided the following calculations for preventative maintenance:

| | |
|--|--|
| Approx. miles of sanitary sewer | 250 miles |
| Approx. percent in poor condition | 70% or 175 miles |
| Current avg. cost of lining per mile | \$264,000 |
| Total cost to do poor condition lines | $\$264,000 \times 210 = \$46,200,000$ |
| Assumed annual funding | \$1 million (annual 3% increases for rising costs of lining) |
| Years to complete current poor condition lines | 46 years |

Just for the pipes currently in poor condition as of today, would take 46 years to complete funding at \$1 million per year. With the average pipe expected lifetime (including lined pipes) is about 50 to 75 years, this pace is not really quick enough to address all sanitary lines, but it is a good start. Furthermore, it would take 10 years to address sewer lines that are currently in extremely poor condition. Note that by the time all of the lines in extremely poor condition are lined, the remaining sewers that are currently in poor condition will likely be much worse and need lining immediately. These figures do not include lining sanitary sewer laterals (from the sewer main to the back of curb for individual houses) or lining manholes, which is also necessary.

Recommendations

Staff recommends Option A below, increasing the volumetric rate to \$10.70 per 1,000 gallons effective May 1, 2024.

Option A: To (1) address the inflationary operational increases assuming no major changes to operations in the coming years, (2) create a true preventative maintenance program that avoids costly emergency fixes, and (3) account for the additional estimated spending for the CSO project, the current volumetric rate per 1,000 gallons needs to increase from \$7.66 to \$10.70.

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This rate is proposed to increase by 5% annually as operational costs increase with inflation and to make ground on a better preventative maintenance program.

The rate increase will lead to the following table of billing fees effective May 1, 2024, variable with gallons of water used:

| Usage | Current | FY25 |
|-----------|---------|-------|
| 1,000 gal | 7.66 | 10.70 |
| 2,000 gal | 15.32 | 21.40 |
| 3,000 gal | 22.98 | 32.10 |
| 4,000 gal | 30.64 | 42.80 |
| 5,000 gal | 38.30 | 53.50 |
| 6,000 gal | 45.96 | 64.20 |
| 7,000 gal | 53.62 | 74.90 |

This increase is projected to generate \$2.2 million in additional revenue for the Sewer Fund in order to afford the new debt obligations for the CSO project and to start a preventative maintenance program.

Option B: Alternatively, if the Council desires to lessen the first-year impact of raising rates by delaying preventative maintenance, staff recommends the following 5-year rate increase schedule followed by a standard 5% increase per year:

| | |
|--------|---------|
| FY2025 | \$10.06 |
| FY2026 | \$10.66 |
| FY2027 | \$11.41 |
| FY2028 | \$12.23 |
| FY2029 | \$13.07 |

This schedule will still cover the estimated \$1.2 million in debt service for the CSO project and will build a preventative maintenance program over time along with accounting for a 3% increase in operational costs per year.

Note: Staff also needs direction from the Council as to whether the \$11 million owed from Sewer Fund to General Fund should be forgiven or paid back over time.



CITY OF PEKIN

Office of the City Manager

To: Mayor Burress, City Council

From: John Dossey, City Manager

Date: April 15, 2024

Subject: Wastewater Charges

Mayor, and City Council

As part of the budget discussions, it has been recommended by staff to evaluate the current rates as they apply to the sewer fund. As has been presented in the current budgets, it is clear that currently the Sewer Fund is being subsidized by the General Fund. Because of this, we are at a crossroads where we must make a decision on the future of the department and the direction our community and Council wish to go regarding this service. Staff is looking for direction so that we may best utilize our resources regarding this issue. The following is to provide necessary information to the Council so that an informed decision can be made.

History

Staff looked into the history of the Sewer Fund in efforts to have a complete understanding of decisions and discussions had by former administrations and Councils. The following information is what we have found in efforts to establish a time line and provide information to this Council and future administrations moving forward.

| | |
|--------------|--|
| May 1986 | Sewer user fees established: basic rate (volumetric) set at \$1.08 per 1,000 gallons and debt service charge set a \$4.30 |
| May 1990 | Volumetric rate lowered to \$1.00 per 1,000 gallons |
| July 1996 | Debt Service Charge eliminated and Capital Improvement Charge enacted |
| October 2003 | Rate set at \$1.99 per 1,000 gallons |
| August 2010 | First rate increase schedule approved to address capital spending needed for wastewater treatment plant improvements and the CSO project: \$1.99 to \$5.24 over 5 years. |
| FY2015 | Audit reported concern that the Sewer Fund was accumulating negative cash flow. |
| April 2016 | Second rate increase schedule approved to address capital spending needed for treatment plant improvements and the CSO project: \$5.24 to \$7.66 over 3 years. |

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| | |
|-----------------|--|
| FY2020 | Storm sewer operations are moved in to the Sewer Fund, which the audit noted as “increasing financial transparency” since the Storm Sewer Fund alone had no funding source and had to be subsidized by other funds. |
| FY2022 / FY2023 | \$11 million cash moved from General Fund to Sewer Fund (two \$5.5 million tranches), bringing negative cash balance up to approximately \$5 million (see paragraph about ARPA below). |
| May 2023 | FY2024 Budget approved with one-sided \$5.5 million transfer into Capital Projects Fund to help pay for road projects without the balancing transfer out of Sewer Fund, which would have used all cash in the Sewer Fund. |
| April 2024 | Budget Amendment to correct one-sided transfer. General Fund will now make the transfer to Capital Projects Fund to pay for the Court Street expenses, which is both more transparent and more accurate in the accounting. |

Financial Analysis

Staff’s overall analysis is that the Sewer Fund has a structural problem funding its expenses, which will be significantly exacerbated by new spending required to complete the CSO project and to address decades of little preventative maintenance.

In 2010, the City made a plan to fund the 7 phases of improvements to the wastewater treatment plan and the combines sewer system required by EPA totaling \$59.7 million. This plan showed a 14-year project implementation period with an additional 10 years of planned rate adjustments where the city would incrementally increase rates from \$1.99 in FY2011 up to \$8.52 in FY2018 and then decrease incrementally down to \$4.29 in FY2034.

From fiscal year 2012 through 2019, standard rate increases were approved each year averaging 19% increase per year but slowing to 6% increase in the last two years of that time period. The first set of increases from FY2012 through FY2016 supported major improvements to the wastewater treatment plant, and operating net income appeared to be well in the positive, but cash in the Sewer Fund was actually spent down from \$5 million to just \$885,000 largely due to capital improvements not being counted as expenses. Rather, they were done off-budget as exchange of assets (e.g., cash down and capital asset up) without showing the effect on cash to Council. While this is technically correct accounting practice, it is very misleading in budgeting and decision-making.

Some effort was made to pay back the General Fund the millions of dollars loaned to the Sewer Fund (and others) through enacting a broad enterprise fund transfer policy in 2019, but this

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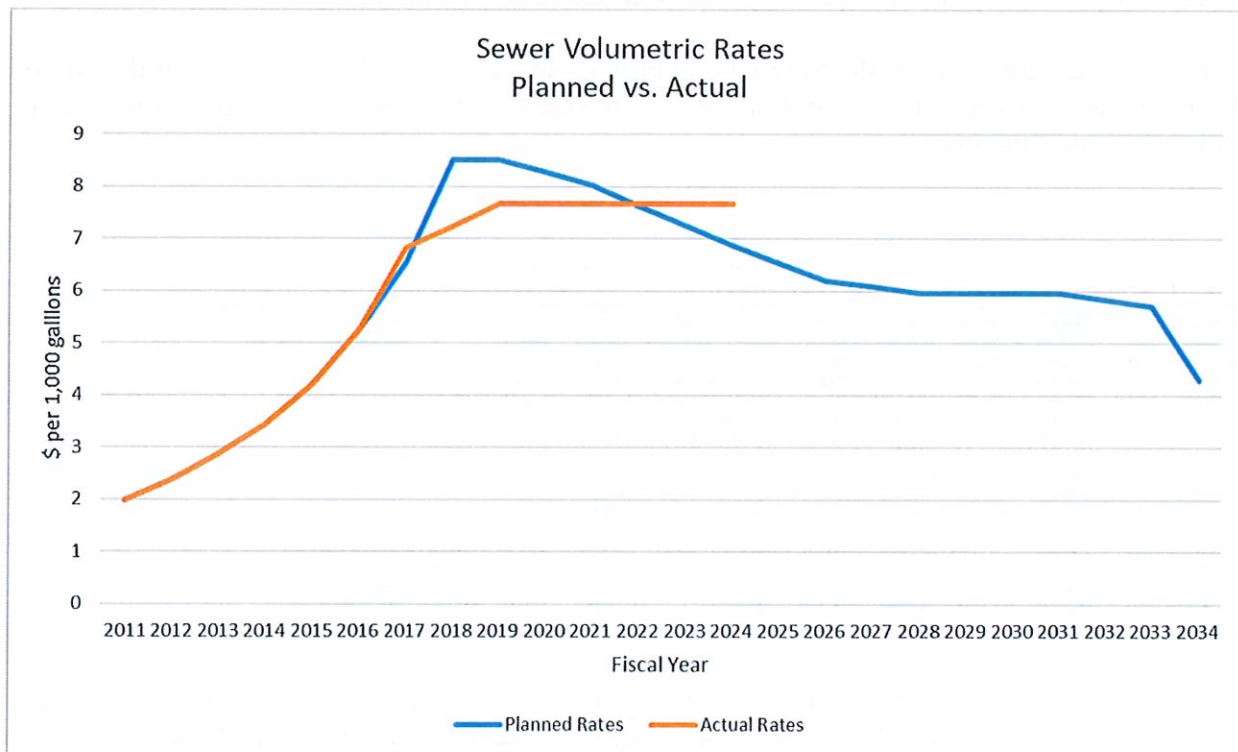


CITY OF PEKIN

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policy was severely flawed and was subsequently repealed by Council in 2024 at Financial Consultant Bob Grogan's recommendation.

After the 2015 audit reported concern of the Sewer Fund accumulating negative cash flow, Council approved a new rate schedule for FY2017 through FY2019 but at lower levels than originally planned in 2010. This brought cash back up to \$7 million, and the Sewer Fund finally seemed to be self-sustaining and well-positioned to fund the remaining phases of the CSO project as long as the planned rate increases were maintained.



In the FY2020 budget, Council made the decision to move storm sewer operations and its \$5 million negative balance back into the Sewer Fund rather than hold it as its own separate enterprise fund solely supported by General Fund money, which according to the FY2020 audit, "increases financial transparency." This resulted in a cash balance of \$2 million in the Sewer Fund at the end of FY2020, and storm water operations have continued to be paid for out of the preexisting rates.



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No rate increase has been approved in the last 5 years despite the increasing operations costs for the Sewer Fund and the looming EPA mandate to finish the CSO project.

One note about how ARPA funding affected the Sewer Fund. While we found no official action approving it, staff is told the \$11 million of cash generated by the ARPA money coming into the General Fund was transferred to Sewer, likely to help pay for the last phases of the CSO project. However, the negative \$6 million in the Sewer Fund used up more than half of that cash inflow. Furthermore, since staff has found no official action taken by Council to make such a transfer, so it is currently classified as an interfund loan owed back to the General Fund.

As a result, available cash in the Sewer Fund now stands at \$5.5 million projected at the end of FY2024 with approximately \$11 million owed to the General Fund unless the Council decides to forgive that interfund debt.

| Sewer History | | | | | | | | | | | | |
|---------------|------|-----------|--------------|-----------|--------------|-----------------------------------|-------------|-------------|---------------------------------|-----------------|--|--|
| Cash + DTDF | Year | Cash | DTDF | Rev | Exp | capital outlays not in net income | debt pmt | Net Income | Net Inc w/ also minus debt pmts | Transfers to GF | Comments | |
| (5,546,525) | 2024 | 5,496,653 | (11,043,178) | 6,446,811 | (3,575,257) | 1,210,982 | (2,799,636) | 2,871,554 | 71,917 | - | not yet full year, no depreciation yet | |
| (4,934,600) | 2023 | 6,851,144 | (11,785,743) | 7,076,743 | (3,896,124) | 211,753 | (2,710,694) | 3,180,619 | 469,925 | - | depreciation not booked yet | |
| (5,287,470) | 2022 | 751,997 | (6,039,467) | 6,824,468 | (3,646,906) | 3,309,559 | (2,530,050) | 3,177,562 | 647,512 | 53,649 | transfer from repealed policy, depreciation not booked yet | |
| (1,635,107) | 2021 | 4,287,800 | (5,922,907) | 7,213,103 | (6,855,942) | 4,722,909 | (2,425,848) | 357,162 | (2,068,686) | 860,000 | transfer from repealed policy | |
| 2,020,101 | 2020 | 1,898,929 | 121,172 | 7,855,255 | (13,208,491) | 1,258,479 | (2,172,036) | (5,353,236) | (7,525,272) | 7,196,437 | transfer from repealed policy, assumption of storm sewer | |
| 7,022,690 | 2019 | 6,794,875 | 227,815 | 7,541,776 | (5,569,498) | 502,444 | (2,209,343) | 1,972,278 | (237,065) | - | | |
| 5,055,313 | 2018 | 5,433,075 | (377,762) | 7,505,752 | (4,911,285) | 4,285,020 | (2,171,347) | 2,594,467 | 423,119 | 289,807 | Admin overhead cost | |
| 3,012,504 | 2017 | 3,012,504 | - | 7,467,947 | (5,046,196) | 51,046 | (2,123,548) | 2,421,751 | 298,203 | 259,876 | Admin overhead cost | |
| 884,898 | 2016 | 884,898 | - | 5,126,630 | (4,929,983) | 6,142,720 | (2,117,672) | 196,647 | (1,921,025) | 243,886 | Admin overhead cost | |
| 1,695,762 | 2015 | 1,889,405 | (193,642) | 3,985,319 | (4,821,107) | 38,585,433 | (1,464,887) | (835,788) | (2,300,674) | 114,648 | Admin overhead cost | |
| 1,822,637 | 2014 | 1,822,637 | - | 3,384,894 | (3,305,846) | 130,767 | (2,147,631) | 79,049 | (2,068,582) | 114,648 | Admin overhead cost | |
| 2,436,174 | 2013 | 2,436,174 | - | 3,068,587 | (3,309,497) | 27,422 | (285,000) | (240,910) | (525,910) | 114,648 | Admin overhead cost | |
| 2,642,413 | 2012 | 2,642,413 | - | 3,083,938 | (2,792,504) | 9,699,958 | (285,000) | 291,435 | 6,435 | 114,648 | Admin overhead cost | |
| 9,137,384 | 2011 | 9,137,384 | - | 2,809,676 | (2,797,216) | - | - | 12,460 | 12,460 | 114,648 | Admin overhead cost | |
| 4,312,607 | 2010 | 4,312,607 | - | 2,559,738 | (2,494,744) | 302,718 | - | 64,995 | 64,995 | 114,648 | Admin overhead cost | |
| 4,033,741 | 2009 | 4,033,741 | - | 2,635,590 | (2,470,351) | 429,967 | - | 165,240 | 165,240 | 114,648 | Admin overhead cost | |
| 3,853,076 | 2008 | 3,853,076 | - | 2,804,673 | (2,238,637) | 714,677 | - | 566,036 | 566,036 | 143,099 | Admin overhead cost | |

This poor net position comes from many years of negative net income, and it is not getting better. With the last phases of the CSO project being mandated by the EPA, the Sewer Fund will see an estimated \$1.2 million in new spending annually,¹ and delaying this project will likely result in EPA fines and total cost for the project increasing due to inflation. Without any rate increase, General Fund revenues paid by taxpayers will have to foot the bill instead of ratepayers which include other taxing bodies and the federal prison that alone accounts for about 10% of sewer usage.

¹ Assumes \$15 million total cost, 5% loan over 20 years

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Additionally, the City has never had a true preventative maintenance program. With the cost of an emergency repair being five to ten times more than the cost of preventative maintenance, it is fiscally irresponsible to continue this way, so staff strongly recommends including funding for some level of proactive work that will include lining sewers, acquiring back-up parts and equipment at the treatment plant, repairing manholes, etc.

Considering just sewer lining alone, City Engineer Josie Esker provided the following calculations for preventative maintenance:

| | |
|--|--|
| Approx. miles of sanitary sewer | 250 miles |
| Approx. percent in poor condition | 70% or 175 miles |
| Current avg. cost of lining per mile | \$264,000 |
| Total cost to do poor condition lines | $\$264,000 \times 210 = \$46,200,000$ |
| Assumed annual funding | \$1 million (annual 3% increases for rising costs of lining) |
| Years to complete current poor condition lines | 46 years |

Just for the pipes currently in poor condition as of today, would take 46 years to complete funding at \$1 million per year. With the average pipe expected lifetime (including lined pipes) is about 50 to 75 years, this pace is not really quick enough to address all sanitary lines, but it is a good start. Furthermore, it would take 10 years to address sewer lines that are currently in extremely poor condition. Note that by the time all of the lines in extremely poor condition are lined, the remaining sewers that are currently in poor condition will likely be much worse and need lining immediately. These figures do not include lining sanitary sewer laterals (from the sewer main to the back of curb for individual houses) or lining manholes, which is also necessary.

Recommendations

Staff recommends Option A below, increasing the volumetric rate to \$10.70 per 1,000 gallons effective May 1, 2024.

Option A: To (1) address the inflationary operational increases assuming no major changes to operations in the coming years, (2) create a true preventative maintenance program that avoids costly emergency fixes, and (3) account for the additional estimated spending for the CSO project, the current volumetric rate per 1,000 gallons needs to increase from \$7.66 to \$10.70.

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This rate is proposed to increase by 5% annually as operational costs increase with inflation and to make ground on a better preventative maintenance program.

The rate increase will lead to the following table of billing fees effective May 1, 2024, variable with gallons of water used:

| Usage | Current | FY25 |
|-----------|---------|-------|
| 1,000 gal | 7.66 | 10.70 |
| 2,000 gal | 15.32 | 21.40 |
| 3,000 gal | 22.98 | 32.10 |
| 4,000 gal | 30.64 | 42.80 |
| 5,000 gal | 38.30 | 53.50 |
| 6,000 gal | 45.96 | 64.20 |
| 7,000 gal | 53.62 | 74.90 |

This increase is projected to generate \$2.2 million in additional revenue for the Sewer Fund in order to afford the new debt obligations for the CSO project and to start a preventative maintenance program.

Option B: Alternatively, if the Council desires to lessen the first-year impact of raising rates by delaying preventative maintenance, staff recommends the following 5-year rate increase schedule followed by a standard 5% increase per year:

| | |
|--------|---------|
| FY2025 | \$10.06 |
| FY2026 | \$10.66 |
| FY2027 | \$11.41 |
| FY2028 | \$12.23 |
| FY2029 | \$13.07 |

This schedule will still cover the estimated \$1.2 million in debt service for the CSO project and will build a preventative maintenance program over time along with accounting for a 3% increase in operational costs per year.

Note: Staff also needs direction from the Council as to whether the \$11 million owed from Sewer Fund to General Fund should be forgiven or paid back over time.

ORDINANCE NO. 1572

AN ORDINANCE ESTABLISHING AND REGULATING
SEWER USER CHARGES FOR THE CITY OF PEKIN

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

SECTION 1. DEFINITIONS. Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

1.01 STATE GOVERNMENT.

"State Grant" shall mean the State of Illinois participation in the financing of the construction of treatment works as provided for by the Illinois Anti-Pollution Bond Act and for making such grants as filed with the Secretary of State of the State of Illinois.

1.02 LOCAL GOVERNMENT.

"Ordinance" means this Ordinance.

1.03 "PERSON" shall mean any and all persons, natural or artificial including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

1.04 CLARIFICATION OF WORD USAGE: "Shall" is mandatory; "may" is permissible.

1.05 WASTEWATER AND ITS CHARACTERISTICS:

"Wastewater" shall mean the spent water of a community. From this standpoint, of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present.

"Sewage" is used interchangeably with "wastewater".

"Suspended Solids" (SS) shall mean solids that either float on the surface of, or are in suspension in water, sewage or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination

of suspended solids shall be made in accordance with procedures set forth in the IEPA Division of Laboratories Manual of Laboratory Methods.

"BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic mater under standard laboratory procedure in five (5) days at 20° C, expressed in milligrams per liter.

"Industrial Waste" shall mean any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

1.06 SEWER TYPES AND APPURTENANCES:

"Sewer" shall mean a pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and groundwater drainage.

"Public Sewer" shall mean a sewer provided by or subject to the jurisdiction of the City of Pekin. It shall also include sewers within or outside the City of Pekin boundaries that serve one or more persons and ultimately discharge into the City of Pekin sanitary (or combined sewer system), even though those sewers may not have been constructed with City of Pekin funds.

"Sewerage" shall mean the system of sewers and appurtenances for the collection, transportation and pumping of sewage.

1.07 "WASTEWATER FACILITIES" shall mean the structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and transport effluent to a watercourse.

1.08 USER TYPES:

"User Class" shall mean the type of user "residential, institutional/governmental, commercial", or "industrial" as defined herein.

"Residential User" shall mean all dwelling units such as houses, mobile homes, apartments, permanent multi-family dwellings.

"Commercial User" shall include transit lodging, retail and wholesela establishments or places engaged in selling merchandise or rendering services.

the Wastewater Facilities of the City of Pekin shall consist of a basic user charge for operation and maintenance plus replacement (OM&R), applicable surcharges and local debt service charge.

The Debt Service Charge shall be computed by dividing the annual debt service for all outstanding wastewater bonds (less any special debt service imposed) by the number of users. Through further divisions, the monthly and/or quarterly debt service charges can be computed.

The Basic User Charge shall be based on water usage as recorded by water meters and/or sewage meters for wastes having the following normal domestic concentrations:

(a) A five day, 20 degree centigrade (20°C) biochemical oxygen demand (BOD) of 200 mg/l.

(b) A suspended solids (SS) content of 250 mg/l.

The Basic User Charge shall consist of operation and maintenance costs plus replacement and shall be computed for all users except North Pekin as follows:

(a) Estimate wastewater volume, pounds of SS and pounds of BOD to be treated.

(b) Estimate the projected annual revenue required to operate and maintain the Wastewater Facilities, including a replacement fund for the year.

(c) Proportion the estimated OM&R costs to each user class by volume, suspended solids and BOD.

(d) Proportion the estimated operation, maintenance and replacement (OM&R) costs to wastewater facility categories by Volume, Suspended Solids and BOD.

(e) Compute costs per 1000 gallons for normal sewage strength.

(f) Compute surcharge costs per pound per 1000 gallons in excess of normal sewage strength for BOD and SS.

A surcharge will be levied to all users whose waters exceed the normal domestic concentrations of BOD (200 mg/l) and SS (250 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes which exceed the 200 mg/l and 250 mg/l concentration for BOD and SS respectively. Section 2.06 specifies the procedure to compute a surcharge.

The Village of North Pekin will be billed in accordance with the requirements of the most recent contractual

agreement with the City of Pekin regarding wastewater services.

The adequacy of the wastewater service charge shall be reviewed, not less often than annually, at the same time and as part of the annual audit report to the City of Pekin. The wastewater service charge shall be revised periodically to reflect a change in operation and maintenance costs, including replacement costs.

The users of wastewater treatment services will be notified annually of the rate and that portion of the user charges which are attributable to the wastewater treatment operation, maintenance and replacement.

2.02 MEASUREMENT OF FLOW: The volume of flow used for computing basic user charges and surcharges shall be the metered water consumption read to the lowest even increments of 1000 gallons.

(a) If the user discharging wastes into the public sewers procures any part, or all, of his water from sources other than the Illinois-American Water Company - Pekin District, all or a part of which is discharged into the public sewers, said user shall install and maintain, at his expense, water meters of a type approved by the Illinois-American Water Company - Pekin District for the purpose of determining the volume of water obtained from these other sources.

(b) Devices for measuring the volume of waste discharged may be required by the City of Pekin if these volumes cannot otherwise be determined from the metered water consumption records.

(c) Metering devices for determining the volume of waste shall be installed, owned and maintained by the user discharging wastes into the public sewers. Following approval and installation, such meters may not be removed, unless service is cancelled, without the consent of the City of Pekin.

2.03 DEBT SERVICE CHARGE: A minimum debt service charge of \$4.30 per month to each user of the Wastewater Facility of the City of Pekin is hereby established.

The Council of the City of Pekin may require additional special debt service charges be paid by certain users when, upon the Council's evaluation, it is deemed necessary and/or appropriate. The Council shall establish and approve these special debt charges.

2.04 BASIC USER RATE: There shall be and there is hereby established a minimum charge and a basic user rate for

the use of and for service supplied by the Wastewater Facilities of the City of Pekin.

A Basic User Rate of \$1.08 per 1000 gallons of metered water consumption shall be applied to all users of the Wastewater Facilities of the City of Pekin.

All non-metered residential users of the Wastewater Facilities shall pay a minimum flat rate charge of \$29.10 per quarter to cover the costs of the minimum quarterly service charge of \$12.90 and the basic user rate of \$1.08 per 1000 gallons. The flat rate charge will allow a maximum of 15,000 gallons per quarter.

In the event discharge of wastewater is determined by the City of Pekin to be in excess of 15,000 gallons per quarter, the City of Pekin may require such flat rate user to install metering devices on the water supply or sewer main to indicate the actual quantity discharged.

- 2.05 SURCHARGE RATE: The rates of surcharges for BOD₅ and SS shall be as follows:

Per lb. of BOD: \$0.23
Per lb. of SS: \$0.16

- 2.06 COMPUTATION OF SURCHARGE: The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the City of Pekin and shall be binding as a basis for surcharges.

- 2.07 COMPUTATION OF WASTEWATER SERVICE CHARGE: The wastewater service charge shall be computed by the following formula:

$$CW = CD + (VU)CU + CS$$

Where CW = Amount of waste service charge (\$) per billing period.

Where CD = Debt Service Charge (Section 2.03)

Where VU = Basic User Rate for Operation, Maintenance and Replacement (Section 2.04)

Where CS = Amount of Surcharge (Sections 2.05 and 2.06)

SECTION III. GENERAL PROVISIONS.

- 3.01 BILLS: Said rates or charges for service shall be payable monthly or quarterly depending on the classification of service for which bills are rendered.

The owner of the premises (including the beneficiary of any land trust which owns the premises), the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service to such premises and the service is furnished to the premises by the City of Pekin only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the City of Pekin.

Bills for sewer service shall be sent out by the Illinois-American Water Company - Pekin District during the month or quarter during which the service is rendered or during the succeeding month.

All sewer bills are due and payable twenty-one (21) days after being sent out for those users in the residential class and ten (10) days after being sent out for those users in the commercial class.

- 3.02 **LIEN NOTICE OF DELINQUENCY:** Whenever a bill for sewer service remains unpaid for forty-five (45) days for monthly service or sixty (60) days for quarterly service after it has been rendered, the City of Pekin Treasurer shall file with the County Recorder of Deeds a statement of lien claim. This statement shall contain the legal description of the premises and/or current address of the premises served, the amount of the unpaid bill, and a notice that the City of Pekin claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.

If the user whose bill is unpaid is not the owner of the premises and the City of Pekin Treasurer has notice of this, notice shall be mailed to the owner of the premises if his address be known to the Treasurer, whenever such bill remains unpaid for the period forty-five (45) days for a monthly bill or one hundred and five (105) days for a quarterly bill after it has been rendered.

The failure of the City of Pekin Treasurer to record such lien or to mail such notice or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid bills as mentioned in the following section.

- 3.03 **ENFORCEMENT OF LIEN:** If payment shall not be made for charges as provided in this Ordinance, any amount due for sewer service, additional charges, or benefits when the same become due, the City may file or cause to be filed a complaint in the Circuit Court of Tazewell County, Illinois, for the foreclosure thereof in the same manner as a foreclosure of a real estate mortgage, and the City shall be allowed to collect its reasonable attorneys' fees and costs in the collection of any such amounts due

and owing.

- 3.04 REVENUES: All revenues and moneys derived for the operation of the sewerage system shall be deposited in the sewerage account of the sewerage fund. All such revenues and monies shall be held by the City of Pekin Treasurer separate and apart from his private funds and separate and apart from all other funds of the City of Pekin and all of said sum, without any deductions whatever, shall be delivered to the City of Pekin Treasurer not more than ten (10) days after receipt of the same, or at such more frequent intervals as may from time to time be directed by the Commissioner of Finance.

The City of Pekin Treasurer shall receive all such revenues from the sewerage system and all other funds and monies incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Sewerage Fund of the City of Pekin". Said Treasurer shall administer such fund in every respect in the manner provided by statute of the "Revised Cities and Villages Act", effective January, 1942.

- 3.05 ACCOUNTS: The City of Pekin Treasurer shall be responsible for establishing a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals, he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the Wastewater Facilities, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system and capital amounts required to be recovered under the industrial cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

- (a) Flow data showing total gallons received at the wastewater plant for the current fiscal year.
- (b) Billing data to show total number of gallons billed per fiscal year.
- (c) Debt service for the next succeeding fiscal year.
- (d) Number of users connected to the system.

(e) Number of non-metered users.

(f) A list of users discharging non-domestic and industrial wastes and volume of waste discharged.

3.06 NOTICE OF RATES: Users of the sewerage system will be notified by the City of Pekin of the rates and that portion of the user charges which are attributable to wastewater treatment services, including the financial information of Section 3.05.

3.07 ACCESS TO RECORDS: The Illinois Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers and records of the City of Pekin which are applicable to the City of Pekin system of user charges or industrial cost recovery for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the Special and General Conditions to any State Grant.

SECTION IV. EFFECTIVE DATE OF RATES.

The rates and service charges established for user charges in Sections 2.03 through 2.07 shall be effective as of July 1, 1986, and on bills to be rendered for the next succeeding month being August for monthly users and on bills to be rendered for the next succeeding quarter being October for quarterly users.

SECTION V. VALIDITY

Should any Section, Subsection or provision of this Ordinance be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so decided to be unconstitutional or invalid.

SECTION VI. SERVICE DISCONNECTION; NONPAYMENT OF BILL:

If the charges for the sewerage service of the City shall remain unpaid until the 10th day of the month next following the due date of the bill, the Director of Public Works shall notify such customer in writing by certified or registered mail, return receipt requested, or personal delivery, that said sewer service is to be terminated. Said notice shall also specifically inform such user of the following:

"Institutional/Governmental User" shall include schools, churches, penal institutions and user associated with Federal, State and local governments.

"Industrial Users" shall include establishments engaged in manufacturing activities involving the mechanical or chemical transformation of materials of substance into products.

1.09 TYPES OF CHARGES:

"Wastewater Service Charge" shall be the charge per quarter or month levied on all users of the Wastewater Facilities. The service charge shall be computed as outlined in Section II and shall consist of the total or the Basic User Charge and a Surcharge, if applicable.

"User Charge" shall mean a charge levied on users of treatment works for the cost of operation, maintenance and replacement.

"Basic User Charge" shall be the amount to be paid each billing period for payment of interest, principal and coverage of (loan, bond, etc.) outstanding.

"Local Capital Cost Charge" shall mean charges for costs other than the Operation, Maintenance and Replacement costs, i.e. debt service and capital improvement costs.

"Surcharge" shall mean the assessment in addition to the basic user charge and debt service charge which is levied on those persons whose wastes are greater in strength than the concentration values established in Section II.

"Replacement" shall mean expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

"Useful Life" shall mean the estimated period during which the collection system and/or treatment works will be operated.

"Sewerage Fund" is the principal accounting designation for all revenues received in the operation of the sewerage system.

SECTION II. WASTEWATER SERVICE CHARGES.

2.01 BASIS FOR WASTEWATER SERVICE CHARGES: The wastewater service charge for the use of and for service supplied by

(a) The user may contact the Director of Public Works to request a hearing on the matter; and

(b) The said request must be made within three (3) days of the receipt of said termination notice; and

(c) If said request is made, a hearing will be held within ten (10) days of the receipt of said delinquent notice; and

(d) The service will be discontinued within ten (10) days of the receipt of said notice if no request for a hearing is made.

The Director of Public Works shall advise anyone making a request for such a hearing of the time, place and date of hearing at such time said request is made.

If the findings at said hearing are adverse to the user, said decision shall be reduced to writing, with a copy thereof to be forwarded to said user, by certified or registered mail, return receipt requested, or personal delivery. Said decision should also contain the date on which service to the user in question will be discontinued.

In the event sewerage service has been discontinued due to nonpayment of bills, then such sewer service shall not be reconnected until all outstanding bills for sewerage service to the property have been paid in full and the cost incurred by the City as a result of the discontinuance and reinstatement of said service has been paid in full.

The person serving as Director of Public Works shall serve as hearing officer for any hearings which may be held under this Section. In the event said person is unable to serve as said hearing officer, then the City Council shall designate an alternate hearing officer for any such hearings.

SECTION VII APPEALS.

The method of computation of rates and service charges established for user charges in Section II, Paragraphs 2.01 through 2.06 shall be made available to a user within thirty (30) days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by the City of Pekin within sixty (60) days after notification of a formal written appeal outlining the discrepancies.

SECTION VIII. EFFECTIVE DATE.

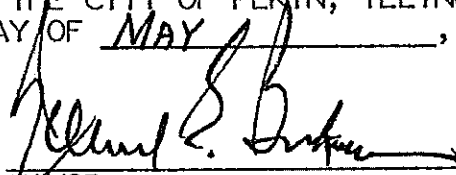
This Ordinance shall be in full force and effect from and after its passage according to law.

This Ordinance shall be published by printing the same in pamphlet form, which shall bear thereon the statement "Published by Authority of the City Council of the City of Pekin, Illinois".

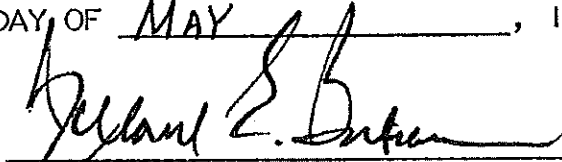
SECTION IX. HOME RULE POWER.

This Ordinance is enacted pursuant to Section 6a of Article VII of the Constitution of the State of Illinois, and all applicable provisions of the Illinois Municipal Code; and any limitation in the Illinois Municipal Code in conflict with this Ordinance shall not apply to this Ordinance, pursuant to Section 6a of Article VII of the Constitution of the State of Illinois.

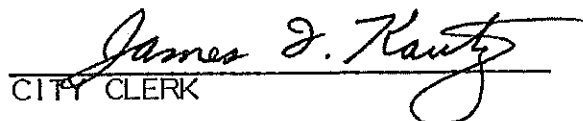
PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, AT ITS MEETING HELD ON THE 5TH DAY OF MAY, 1986.


MAYOR

APPROVED THIS 5TH DAY OF MAY, 1986.


MAYOR

ATTEST:


CITY CLERK

STATE OF ILLINOIS
COUNTY OF TAZEWELL SS

CERTIFICATE

I, JAMES F. KAUTZ, CERTIFY THAT I AM THE DULY APPOINTED
AND ACTING MUNICIPAL CLERK OF THE CITY OF PEKIN, TAZEWELL
COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT ON MAY 5TH, 1986 THE
CORPORATE AUTHORITIES OF SUCH MUNICIPALITY PASSED ORDINANCE
No. 1572, ENTITLED "AN ORDINANCE ESTABLISHING AND REGULATING
SEWER USER CHARGES FOR THE CITY OF PEKIN"

WHICH PROVIDED BY ITS TERMS THAT IT SHOULD BE PUBLISHED IN
PAMPHLET FORM.

THE PAMPHLET FORM OF ORDINANCE No. 1572, INCLUDING
THE ORDINANCE AND A COVER SHEET THEREOF WAS PREPARED, AND
A COPY OF SUCH ORDINANCE WAS POSTED IN THE MUNICIPAL BUILD-
ING, COMMENCING ON MAY 15TH, 1986, AND CONTINUING FOR
AT LEAST TEN DAYS THEREAFTER. COPIES OF SUCH ORDINANCE
WERE ALSO AVAILABLE FOR PUBLIC INSPECTION UPON REQUEST IN
THE OFFICE OF THE MUNICIPAL CLERK.

DATED AT PEKIN, ILLINOIS, THIS 29TH DAY OF MAY,
1986.

(SEAL)

James F. Kautz
JAMES F. KAUTZ, CITY CLERK

Posted until May 29, 86.

CITY OF PEKIN

ORDINANCE NO. 1572

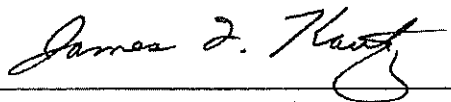
AN ORDINANCE ESTABLISHING AND REGULATING
SEWER USER CHARGES FOR THE CITY OF PEKIN

ADOPTED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 5TH DAY OF MAY, 1986.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 15TH DAY OF MAY, 1986.

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT HE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 5TH DAY OF MAY, 1986, PASSED ORDINANCE No. 1572, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.



JAMES F. KAUTZ, CITY CLERK

ORDINANCE NO. 1773

AN ORDINANCE AMENDING ORDINANCE NO. 1707,

ORDINANCE NO. 1611,

AND ORDINANCE NO. 1572

BEING ENTITLED

"AN ORDINANCE ESTABLISHING AND REGULATING
SEWER USER CHARGES FOR THE CITY OF PEKIN"

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

SECTION 1. Ordinance No. 1572 adopted by the City Council of the City of Pekin on the 5th day of May, 1986, and as first amended by Ordinance No. 1611 adopted by the City Council of the City of Pekin on the 27th day of April, 1987, and as amended by Ordinance No. 1707 adopted by the City Council of the City of Pekin on the 30th day of January, 1989, be and the same is hereby amended as follows:

A. That the second and third paragraphs of SECTION II, WASTEWATER SERVICE CHARGES, Paragraph 2.04, VOLUMETRIC RATE, shall be deleted and in lieu thereof the following shall be substituted:

"A Volumetric Rate of \$1.00 for 1000 gallons of metered water consumption shall be applied to all users of the Wastewater Facilities of the City of Pekin.

All non-metered residential users of the Wastewater Facilities shall pay a minimum flat rate charge of \$27.90 per quarter to cover the costs of the minimum quarterly Debt Service Charge of \$12.90 and the Volumetric Rate of \$1.00 per 1000 gallons. The flat

rate charge will allow a maximum of 15,000 gallons per quarter."

B. The effective date for the implementation of the changes to SECTION II, Paragraph 2.04 shall be as of June 1, 1990.

SECTION II. This Ordinance is an addition to Ordinance No. 1572, Ordinance No. 1611 and Ordinance No. 1707 and shall be construed therewith, excepting as to those parts in direct conflict with this Amendatory Ordinance, and in the event of any such conflict, the provisions of this Ordinance shall govern.

SECTION III. Should any section, sub-section or provision of this Ordinance be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so decided to be unconstitutional or invalid.

SECTION IV. This Amendatory Ordinance is enacted pursuant to Section 6a of Article 7 of the Constitution of the State of Illinois and all applicable provisions of the Illinois Municipal Code and any limitation in the Illinois Municipal Code in conflict with this Ordinance shall not apply to this Ordinance pursuant to Section 6a of Article 7 of the Constitution of the State of Illinois.

SECTION V. This Ordinance shall be in full force and effect from and after its passage according to law. This Ordinance shall be published by printing the same in pamphlet form, which shall bear thereon the statement "Published by authority of the City Council of the City of Pekin, Illinois."

PASSED by the City Council of the City of Pekin at its
meeting held on the 29th day of MAY, 1990.

Larry W. Homerin
MAYOR

APPROVED this 30th day of MAY, 1990.

Larry W. Homerin
MAYOR

ATTEST:

James D. Hunt
CITY CLERK

COMPOSITE

ORDINANCE NO. 1773

ADOPTED MAY 29, 1990,

AMENDING ORDINANCE NO. 1572,

ADOPTED MAY 5, 1986, AND

ORDINANCE NO. 1611, ADOPTED APRIL 27, 1987,

AND ORDINANCE NO. 1707 ADOPTED JANUARY 30, 1989,

AN ORDINANCE ESTABLISHING AND REGULATING

SEWER USER CHARGES FOR THE CITY OF PEKIN

PUBLISHED IN PAMPHLET FORM BY AUTHORITY

OF THE CITY OF PEKIN, ILLINOIS.

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

SECTION 1. DEFINITIONS. Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

1.01 STATE GOVERNMENT.

"State Grant" shall mean the State of Illinois participation in the financing of the construction of treatment works as provided for by the Illinois Anti-Pollution Bond Act and for making such grants as filed with the Secretary of State of the State of Illinois.

1.02 LOCAL GOVERNMENT.

"Ordinance" means this Ordinance.

1.03 "PERSON" shall mean any and all persons, natural or artificial including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

1.04 CLARIFICATION OF WORD USAGE: "Shall" is mandatory; "may"

is permissible.

1.05 WASTEWATER AND ITS CHARACTERISTICS:

"Wastewater" shall mean the spent water of a community. From this standpoint, of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present.

"Sewage" is used interchangeably with "wastewater".

"Suspended Solids" (SS) shall mean solids that either float on the surface of, or are in suspension in water, sewage or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in the IEPA Division of Laboratories Manual of Laboratory Methods.

"BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic mater under standard laboratory procedure in five (5) days at 20° C, expressed in milligrams per liter.

"Industrial Waste" shall mean any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

1.06 SEWER TYPES AND APPURTENANCES:

"Sewer" shall mean a pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and groundwater drainage.

"Public Sewer" shall mean a sewer provided by or subject to the jurisdiction of the City of Pekin. It shall also include sewers within or outside the City of Pekin boundaries that serve one or more persons and ultimately discharge into the City of Pekin sanitary (or combined sewer system), even though those sewers may not have been constructed with City of Pekin funds.

"Sewerage" shall mean the system of sewers and appurtenances for the collection, transportation and pumping of sewage.

1.07 "WASTEWATER FACILITIES" shall mean the structures, equipment and processes required to collect, carry away

and treat domestic and industrial wastes and transport effluent to a watercourse.

1.08 USER TYPES:

"User Class" shall mean the type of user "residential, institutional/governmental, commercial", or "industrial" as defined herein.

"Residential User" shall mean all quarterly-billed dwelling units such as houses, mobile homes, permanent multi-family dwellings.

"Commercial User" shall include transit lodging, retail and wholesale establishments or places engaged in selling merchandise or rendering services.

"Institutional/Governmental User" shall include schools, churches, penal institutions and users associated with Federal, State and local governments.

"Industrial Users" shall include establishments engaged in manufacturing activities involving the mechanical or chemical transformation of materials of substance into products. "

1.09 TYPES OF CHARGES:

"Wastewater Service Charge" shall be the charge per quarter or month levied on all users of the Wastewater Facilities. The service charge shall be computed as outlined in Section 11 and shall consist of the total of the Volumetric Charge, the Local Capital Cost Charge, and a Surcharge, if applicable.

"Volumetric Charge" shall mean a charge levied on users of the treatment works for the cost of operation, maintenance and replacement.

"Debt Service Charge" shall be the amount to be paid each billing period for payment of interest, principal and coverage of (loan, bond, etc.) outstanding.

"Local Capital Cost Charge" shall mean charges for costs other than the Operation, Maintenance and Replacement costs, i.e. debt service and capital improvement costs.

"Capital Improvement Charge" shall mean a charge levied on certain users when, upon the Council's evaluation, it is deemed necessary and/or appropriate due to the user's substantial or unusual flows, loads, or other related factors."

"Surcharge" shall mean the assessment in addition to the

Volumetric Charge and Debt Service Charge which is levied on those persons whose wastes are greater in strength than the concentration values established in Section 11.

"Replacement" shall mean expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

"Useful Life" shall mean the estimated period during which the collection system and/or treatment works will be operated.

"Sewerage Fund" is the principal accounting designation for all revenues received in the operation of the sewerage system."

SECTION 11. WASTEWATER SERVICE CHARGES.

2.01 BASIS FOR WASTEWATER SERVICE CHARGES: The wastewater service charge for the use of and for service supplied by the Wastewater Facilities of the City of Pekin shall consist of a Volumetric Charge for operation and maintenance plus replacement (OM&R), applicable surcharges, and a Local Capital Cost Charge composed of a Debt Service Charge and a Capital Improvement Charge.

The Debt Service Charge shall be computed by dividing the annual debt service for all outstanding wastewater bonds (less any Capital Improvement Charge imposed) by the number of users. Through further divisions, the monthly and/or quarterly debt service charges can be computed.

The Volumetric Charge shall be based on water usage as recorded by water meters and/or sewage meters for wastes having the following normal domestic concentrations:

(a) A five day, 20 degree centigrade (20°C) biochemical oxygen demand (BOD) of 200 mg/l.

(b) A suspended solids (SS) content of 250 mg/l.

The Volumetric Charge shall consist of operation and maintenance costs plus replacement and shall be computed for all users except North Pekin as follows:

(a) Estimate wastewater volume, pounds of SS and pounds of BOD to be treated.

(b) Estimate the projected annual revenue required to

operate and maintain the Wastewater Facilities, including a replacement fund for the year.

(c) Proportion the estimated OM&R costs to each user class by volume, suspended solids and BOD.

(d) Proportion the estimated operation, maintenance and replacement (OM&R) costs to wastewater facility categories by Volume, Suspended Solids and BOD.

(e) Compute costs per 1000 gallons for normal sewage strength.

(f) Compute surcharge costs per pound per 1000 gallons in excess of normal sewage strength for BOD and SS.

A surcharge will be levied to all users whose waters exceed the normal domestic concentrations of BOD (200 mg/l) and SS (250 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes which exceed the 200 mg/l and 250 mg/l concentration for BOD and SS respectively. Section 2.06 specifies the procedure to compute a surcharge.

The Village of North Pekin will be billed in accordance with the requirements of the most recent contractual agreement with the City of Pekin regarding wastewater services.

The adequacy of the wastewater service charge shall be reviewed, not less often than annually, at the same time and as part of the annual audit report to the City of Pekin. The wastewater service charge shall be revised periodically to reflect a change in local capital costs or a change in operation and maintenance costs, including replacement costs.

The users of wastewater treatment services will be notified annually of the rate and that portion of the user charges which are attributable to the wastewater treatment operation, maintenance and replacement.

2.02 MEASUREMENT OF FLOW: The volume of flow used for computing Volumetric Charges and surcharges shall be the metered water consumption read to the lowest even increments of 1000 gallons, unless the user qualifies for nine month averaging (as defined below) or a separate wastewater meter or water meter has been installed in conformance with the requirements of the City of Pekin.

(a) If the user discharging wastes into the public sewers procures any part, or all, of his water from sources other than the Illinois-American Water Company -

Pekin District, all or a part of which is discharged into the public sewers, said user may be required by the City of Pekin to install and maintain, at his expense, water meters of a type approved by the Illinois-American Water Company - Pekin District for the purpose of determining the volume of water obtained from these other sources.

(b) Devices for measuring the volume of waste discharged may be required by the City of Pekin if these volumes cannot otherwise be determined from the metered water consumption records.

(c) An additional water meter may be installed in a user's home plumbing at the user's expense if a user desires to distinguish between the water usage that enters the sewer system from that portion of water usage which is used for such purposes as lawn watering, swimming pools, etc. Where the water does not enter the sewer system, the meter must be installed so water going through the "non-sewered" meter cannot be returned to the sewer. Upon installation, a City Inspector will examine the installation for conformance to this requirements. Periodic checks will be made by the City Inspector to assess the adequacy of the installation and verify the reported meter readings.

(d) Metering devices, including additional water meters, for determining the volume of waste shall be installed, owned and maintained by the user discharging wastes into the public sewers. Following approval and installation, such meters may not be removed, unless service is cancelled, without the consent of the City of Pekin.

(e) "Nine month averaging" will only be allowed for those quarterly customers classified as residential. The usage from the three off-peak quarterly billing periods (spring, fall and winter) will be averaged, and the lesser of this average or the actual metered usage during the summer billing period will be the amount charged for the summer billing period. Meter readings (and, therefore, bills rendered) during the months of August, September and October would be considered as the end of the summer billing period. If a customer has not been serviced for a full nine-month period, the customer will not be eligible for averaging.

2.03 DEBT SERVICE CHARGE: A minimum debt service charge of \$4.30 per month to each user of the Wastewater Facility of the City of Pekin is hereby established.

Any resident of the City of Pekin who operates and maintains an individual septic tank system shall be charged the Debt Service Charge.

The Council of the City of Pekin may require a Capital Improvement Charge in addition to the Debt Service Charge paid by certain users when, upon the Council's evaluation, it is deemed necessary and/or appropriate. The Council shall establish and approve the Capital Improvement Charge.

- 2.04 VOLUMETRIC RATE: There shall be and there is hereby established a Volumetric Rate for the use of and for service supplied by the Wastewater Facilities of the City of Pekin.

A Volumetric Rate of \$1.00 for 1000 gallons of metered water consumption shall be applied to all users of the Wastewater Facilities of the City of Pekin.

All non-metered residential users of the Wastewater Facilities shall pay a minimum flat rate charge of \$27.90 per quarter to cover the costs of the minimum quarterly Debt Service Charge of \$12.90 and the Volumetric Rate of \$1.00 per 1000 gallons. The flat rate charge will allow a maximum of 15,000 gallons per quarter.

In the event discharge of wastewater is determined by the City of Pekin to be in excess of 15,000 gallons per quarter, the City of Pekin may require such flat rate user to install metering devices on the water supply or sewer main to indicate the actual quantity discharged.

Any resident of the City of Pekin who currently operates and maintains an individual septic tank system shall be exempt from the Volumetric Charge.

- 2.05 SURCHARGE RATE: The rates of surcharges for BOD₅ and SS shall be as follows:

Per lb. of BOD: \$0.23
Per lb. of SS: \$0.16

- 2.06 COMPUTATION OF SURCHARGE: The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the City of Pekin and shall be binding as a basis for surcharges.

- 2.07 COMPUTATION OF WASTEWATER SERVICE CHARGE: The wastewater service charge shall be computed by the following formula:

$$CW = CD + (VU)CU + CS + CC$$

Where CW = Amount of Wastewater Service Charge (\$) per

billing period.

Where CD = Debt Service Charge (Section 2.03)

Where VU = Volume of Wastewater for the billing period (Section 2.02)

Where CU = Volumetric Rate for Operation, Maintenance and Replacement (Section 2.04)

Where CS = Amount of Surcharge (Sections 2.05 and 2.06)

Where CC = Capital Improvement Charge (Section 2.03)"

SECTION III. GENERAL PROVISIONS.

- 3.01 **BILLS:** Said rates or charges for service shall be payable monthly or quarterly depending on the classification of service for which bills are rendered. The owner of the premises (including the beneficiary of any land trust which owns the premises), the occupant thereof and the user of the service shall be jointly and severally liable to pay for the service to such premises and the service is furnished to the premises by the City of Pekin only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the City of Pekin.

Bills for sewer service shall be sent out by the City of Pekin, or its designated agent, during the month or quarter during which the service is rendered or during the succeeding month.

All sewer bills are due and payable twenty-one (21) days after being sent out for those users in the residential class and ten (10) days after being sent out for those users in the commercial class.

- 3.02 **LIEN NOTICE OF DELINQUENCY:** Whenever a bill for sewer service remains unpaid for forty-five (45) days for monthly service or sixty (60) days for quarterly service after it has been rendered, the City of Pekin Director of Finance shall file with the County Recorder of Deeds a statement of lien claim. This statement shall contain the legal description of the premises and/or current address of the premises served, the amount of the unpaid bill, and a notice that the City of Pekin claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.

If the user whose bill is unpaid is not the owner of the premises and the City of Pekin Director of Finance has

notice of this, notice shall be mailed to the owner of the premises if his address be known to the Director of Finance, whenever such bill remains unpaid for the period forty-five (45) days for a monthly bill or one hundred and five (105) days for a quarterly bill after it has been rendered.

The failure of the City of Pekin Director of Finance to record such lien or to mail such notice or the failure of the owner to receive such notice shall not affect the right to foreclose the lien for unpaid bills as mentioned in the following section.

3.03 ENFORCEMENT OF LIEN: If payment shall not be made for charges as provided in this Ordinance, any amount due for sewer service, additional charges, or benefits when the same become due, the City may file or cause to be filed a complaint in the Circuit Court of Tazewell County, Illinois, for the foreclosure thereof in the same manner as a foreclosure of a real estate mortgage, and the City shall be allowed to collect its reasonable attorneys' fees and costs in the collection of any such amounts due and owing.

3.04 REVENUES: All revenues and moneys derived for the operation of the sewerage system shall be deposited in the sewerage account of the sewerage fund. All such revenues and monies shall be held by the City of Pekin Director of Finance separate and apart from his private funds and separate and apart from all other funds of the City of Pekin and all of said sum, without any deductions whatever, shall be delivered to the City of Pekin Treasurer not more than ten (10) days after receipt of the same, or at such more frequent intervals as may from time to time be directed by the Commissioner of Finance.

The City of Pekin Director of Finance shall receive all such revenues from the sewerage system and all other funds and monies incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Sewerage Fund of the City of Pekin". Said Director of Finance shall administer such fund in every respect in the manner provided by statute of the "Revised Cities and Villages Act", effective January, 1942.

3.05 ACCOUNTS: The City of Pekin Director of Finance shall be responsible for establishing a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals, he shall cause to be made an audit by an independent auditing concern of the books to

show the receipts and disbursements of the sewerage system.

In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the Wastewater Facilities, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system and capital amounts required to be recovered under the industrial cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

- (a) Flow data showing total gallons received at the wastewater plant for the current fiscal year.
- (b) Billing data to show total number of gallons billed per fiscal year.
- (c) Debt service for the next succeeding fiscal year.
- (d) Number of users connected to the system.
- (e) Number of non-metered users.
- (f) A list of users discharging non-domestic and industrial wastes and volume of waste discharged.

3.06 NOTICE OF RATES: Users of the sewerage system will be notified by the City of Pekin of the rates and that portion of the user charges which are attributable to wastewater treatment services, including the financial information of Section 3.05.

3.07 ACCESS TO RECORDS: The Illinois Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers and records of the City of Pekin which are applicable to the City of Pekin system of user charges or industrial cost recovery for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the Special and General Conditions to any State Grant.

3.08 The Code Enforcement Officer or other designated administrator of the City of Pekin Wastewater Division shall assure that every effort is made to collect all sums that become due and owing to the City under this Ordinance. In addition to the provisions of Paragraph 3.03 of this Section and to the provisions of Section VI of this Ordinance, the designated administrator of the Wastewater Division shall establish consistent procedures

for the collection of sums that become due and owing under this Ordinance. Such procedures may include the use of commercial collection agencies or other parties.

Additionally, the Code Enforcement Officer or other designated administrator shall report on a periodic basis to the City of Pekin's Director of Finance as to the amount and nature of all accounts due the City under this Ordinance.

SECTION IV. EFFECTIVE DATE OF RATES.

The rates and service charges established for user charges in Sections 2.03 through 2.07 shall be effective as of June 1, 1990, and on bills to be rendered for the next succeeding month being July for monthly users and on bills to be rendered for the next succeeding quarter being October for quarterly users.

SECTION V. VALIDITY

Should any Section, Subsection or provision of this Ordinance be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so decided to be unconstitutional or invalid.

SECTION VI. SERVICE DISCONNECTION; NONPAYMENT OF BILL:

If the charges for the sewerage service of the City shall remain unpaid until the 10th day of the month next following the due date of the bill, the Code Enforcement Officer shall notify such customer in writing by certified or registered mail, return receipt requested, or personal delivery, that said sewer service is to be terminated. Said notice shall also specifically inform such user of the following:

(a) The user may contact the Code Enforcement Officer to request a hearing on the matter; and

(b) The said request must be made within three (3) days of the receipt of said termination notice; and

(c) If said request is made, a hearing will be held within ten (10) days of the receipt of said delinquent notice; and

(d) The service will be discontinued within ten (10)

days of the receipt of said notice if no request for a hearing is made.

The Code Enforcement Officer shall advise anyone making a request for such a hearing of the time, place and date of hearing at such time said request is made.

If the findings at said hearing are adverse to the user, said decision shall be reduced to writing, with a copy thereof to be forwarded to said user, by certified or registered mail, return receipt requested, or personal delivery. Said decision should also contain the date on which service to the user in question will be discontinued.

In the event sewerage service has been discontinued due to nonpayment of bills, then such sewer service shall not be reconnected until all outstanding bills for sewerage service to the property have been paid in full and the cost incurred by the City as a result of the discontinuance and reinstatement of said service has been paid in full.

The person serving as Code Enforcement Officer shall serve as hearing officer for any hearings which may be held under this Section. In the event said person is unable to serve as said hearing officer, then the City Council shall designate an alternate hearing officer for any such hearings.

SECTION VII APPEALS.

The method of computation of rates and service charges established for user charges in Section II, Paragraphs 2.01 through 2.06 shall be made available to a user within thirty (30) days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by the City of Pekin within sixty (60) days after notification of a formal written appeal outlining the discrepancies.

SECTION VIII. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage according to law.

This Ordinance shall be published by printing the same in pamphlet form, which shall bear thereon the statement "Published by Authority of the City Council of the City of Pekin, Illinois".

SECTION IX. HOME RULE POWER.

This Ordinance is enacted pursuant to Section 6a of Article VII of the Constitution of the State of Illinois, and all applicable provisions of the Illinois Municipal Code; and any limitation in the Illinois Municipal Code in conflict with this Ordinance shall not apply to this Ordinance, pursuant to Section 6a of Article VII of the Constitution of the State of Illinois.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS, AT ITS MEETING HELD ON THE 29TH DAY OF MAY, 1990.

Larry W. Hornstein
MAYOR

APPROVED THIS 30 TH DAY OF MAY, 1990.

Larry W. Hornstein
MAYOR

ATTEST:

James Z. Kautz
CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 1773

AMENDING ORDINANCE NO. 1572, ADOPTED
MAY 5, 1986, AND ORDINANCE NO. 1611, ADOPTED
APRIL 27, 1987, AND ORDINANCE NO. 1707 ADOPTED
JANUARY 30, 1989, AN ORDINANCE ESTABLISHING
AND REGULATING SEWER USER CHARGES FOR THE CITY
OF PEKIN PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE CITY OF PEKIN, ILLINOIS,

ADOPTED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 29TH DAY OF MAY, 1990.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 6TH DAY OF JUNE, 1990.

CITY OF PEKIN

**ORDINANCE NO. 2049
AN ORDINANCE AMENDING TITLE 4,
CHAPTER 2
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SEWER USER CHARGES**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 22TH DAY OF JULY, 1996**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 22TH DAY OF JULY, 1996**

EFFECTIVE AUGUST 1, 1996

ORDINANCE NO. 8049

AN ORDINANCE AMENDING TITLE 4, CHAPTER 2,
OF THE CODE OF THE
CITY OF PEKIN 1995
REGARDING SEWER USER CHARGES

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

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Sewer User Charges.

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

1. That Title 4, Chapter 4, Article C, Section 1 be amended by deleting the definition of Capital Improvement Charge and inserting in its place the following language:

"Capital Improvement Charge: A charge levied on users, when the Council deems it necessary, for capital improvement costs."

2. That Title 4, Chapter 4, Article C be amended by redesignating the following sections:

4-4C-2-1-F to 4-4C-2-1-G

4-4C-2-1-E to 4-4C-2-1-F

4-4C-2-1-D to 4-4C-2-1-E

3. That Title 4, Chapter 4, Article C, be amended by adding the following language:

4-4C-2-1-D. Capital Improvement Charge: The wastewater charge for the use of and for service supplied by the wastewater facilities of the City, which shall be computed based on usage, and the funds so generated shall be used for capital improvements.

4. That Title 4, Chapter 4, Article C, Section 2-3 be amended by deleting the existing section in its entirety, and inserting the following language:

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, OCTOBER 27, 2003 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, MADDOX, RICHMOND, JONES, AND MASSAGLIA

ABSENT: NONE

The Pledge of Allegiance was led by Mayor Howard.

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the agenda be approved as presented.
On roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the Minutes of the Regular City Council Meeting of October 13, 2003 be approved as written. Correct date of October 13 was noted.
On roll call vote, all present voted Aye.

Public Input on Agenda Items

Tim Pleasants Manager Continental Carbonic Products, Inc. told Council from a prepared statement that the company was a good corporate citizen. He asked to go on record, voicing alarm at the size of the proposed wastewater increase and the speed of implementation of December 1. He understood the position of the City but doubling the industry's user fees in addition to increased surcharges required time to explore usage or pretreating. He encouraged Council to look at other options or phase-in the \$3.00 per month minimum plus \$1.99 per 1000 gallons user rate.

Council discussed mandates that the system operates from, needed repairs to the treatment facility, and the costs to televise sewers to correct problems.

Public Works Director Dennis Kief told Council the plant was designed for domestic waste not triple the waste threshold of some commercial users. He recommended the increase be enacted now to cover operations in the red and to pay fees to the State that were not budgeted.

John Reed 1112 S. 18th Street first thanked Dick Hierstein for his work before leaving his position as City Manager. He then addressed Council regarding their direction to the Public Works Department to find source of waste backup problems in the 18th Street and Derby Street areas. He requested an update on findings. He was informed the briefing had taken place at a previous meeting. Mayor Howard pledged to meet with Mr. Reed to inform him of the impact of the televising of that problem area.

Dennis Crotty approached Council to disagree that there was a deficit in operating the treatment plant. He cited balances in all City funds from audits he requested 3 years ago. Council disagreed with Mr. Crotty's figures.

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

1. Receive and File Monthly Reports: Inspections, Airport
2. Proclamation: "Scott Altman" October 28, 2003
"Make a Difference Day" 2003
3. Charitable Solicitation: South Pekin Police Department December 14, 2003
Pekin Union Mission Tag Days October 31, November 1 & 2, 2003

4. Receive and File Resignation of Jack Kluever from the Zoning Board of Appeals
5. Receive and Accept Warranty Deed from Maincamp L.P. for Audubon Drive Right-of-Way
6. Receive and File Treasurers Annual Report Combined Statement Revenues, Expenditures and Changes in Fund Balance Fiscal Year 2002 as of April 30, 2003
7. Pekin Planning Commission Minutes Dated October 8, 2003
8. Pekin Planning Commission Hearings and Recommendations:
 - #1594 – approval of the site plan for a twelve unit apartment building to be built in the 1000 block of Edgewater Drive, in a RM-2 Zoning District
 - #1596 – approval of the ordinance change, of 9-4b-2A in the RT Zoning District, which will provide a more restrictive side yard setback when you are using a RM (multi-family Zone) as an R Zone (single family zone).

On roll call vote, all present voted Aye.

New Business

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the **SITE PLAN FOR A TWELVE UNIT APARTMENT BUILDING** to be built in the 10000 block of Edgewater Drive in a RM-2 Zoning District be approved. City Engineer Joe Wuellner told Council it had been standard practice to bring site plans of apartments before them for approval. Council was told no variances were being requested. On roll call vote, all present voted Aye.

ORDINANCE NO. 2343-OA

AMENDING ARTICLE 9, BEING THE ZONING CODE

Motion by Com'r. Massaglia, seconded by Com'r. Maddox that Ordinance No. 2343 be adopted. Mr. Wuellner explained the change in the RT Zoning District which would provide a more restrictive setback when using a RM (multi-family zone) as an R Zone (single family zone). On roll call vote, all present voted Aye.

RESOLUTION NO. 24-03/04

FINAL PLAT SUNSET HILLS EXTENSION 32

Motion by Com'r. Massaglia, seconded by Com'r. Richmond that Resolution No. 24-03/04 be adopted. Mr. Wuellner informed Council that Sunset 32 was formerly extension 26. The plat was an example of the change just adopted for zoning where the developer intended to now build more single-family dwellings. On roll call vote, all present voted Aye.

ORDINANCE NO. 2344

AMENDING TITLE 4, CHAPTER 4C, SECTION 2 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING SEWER USER CHARGES

Motion by Com'r. Massaglia, seconded by Com'r. Richmond that Ordinance No. 2344 be adopted. Com'r. Maddox questioned Mr. Pleasants desire to phase-in the increase for industrial users. Mr. Hierstein explained the costs of televising, mandated IEPA permits, upgrades and first flush study. Council questioned Finance Director Bob Reis regarding generated funds and were told the increased fees would bring an additional 1.2 million into the wastewater fund per year. Mr. Kief recommended enacting the ordinance. On roll call vote, all present voted Aye.

ORDINANCE NO. 2345

AMENDING TITLE 4, CHAPTER 4C, SECTION 2 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING SEWER USER CHARGE AVERAGING

Motion by Com'r. Massaglia, seconded by Com'r. Maddox that Ordinance No. 2345 be adopted. In discussion Council and staff emphasized the amendment would allow 8 month averaging of wastewater bills. The accounting practice would keep residential customers from being billed when filling pools and watering lawns in summer months. It would be no longer necessary to sell separate meters. On roll call vote, all present voted Aye.

ORDINANCE NO. 2346

**PROVIDING FOR THE APPROVAL OF AN AMENDMENT TO DEVELOPMENT
AGREEMENT WITH JPG COMMERCIAL REAL ESTATE COMPANY, LLC**

Motion by Com'r. Jones, seconded by Com'r. Maddox that Ordinance No. 2346 be adopted. Attorney Pat Oberle told Council the developer of the property west of Hardee's needed an additional 30 day extension of his purchase/development agreement of the old City Hall parking lot. On roll call vote, all present voted Aye.

ORDINANCE NO. 2347

**AUTHORIZING THE EXECUTION OF THE IMLRMA MINIMUM/MAXIMUM
CONTRIBUTION AGREEMENT**

Motion by Com'r. Jones, seconded by Com'r. Massaglia that Ordinance No. 2347 be adopted. Mr. Hierstein explained to Council that the City had been a participant in the cooperative effort of communities for insurance through the Illinois Municipal League Risk Management Association. He recommended paying the reduced premium for early payment. Council discussed the additional risk and significant savings of minimum/maximum contribution terms. On roll call vote, all present voted Aye.

RESOLUTION NO. 25-03/04

HERGET NATIONAL BANK A DEPOSITORY AND AUTHORIZED SIGNATURES

Motion by Com'r. Jones, seconded by Com'r. Maddox that Resolution No. 25-03/04 be adopted. Finance Director Robert Reis presented procedural action to remove Dick Hierstein as an authorized person to sign checks and add Dennis Kief as new Assistant/Interim City Manager. On roll call vote, all present voted Aye.

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that the **5-YEAR CAPITAL PLAN** be approved. Mr. Reis presented the plan as recommended by staff. Com'r. Jones requested that Council set a time to go through the proposed expenditures line by line. Council was informed that the first year is locked to the budget but all out years get tweaked. A special work session meeting was suggested. On roll call vote, all present voted Aye.

Council heard Mayor Howard present the proposal to have an additional space available at the library for visitors' inquiries. There would be no additional cost and cross training of employees would be provided. This would allow for visitors to the City to obtain information at hours the Tourism Office at City Hall was not open. He asked for action on the item in order that the directional signage that was being ordered for City Hall and the Library could be completed.

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that a **SECONDARY LOCATION OF THE VISITORS BUREAU, IN THE PEKIN PUBLIC LIBRARY**, be approved. On roll call vote, all present voted Aye.

Other Business

Council agreed to meet to discuss the line items of the budget. The Mayor directed the Clerk to post a Special Work Session for Monday, November 17, 2003 at 5:00 p.m.

Mr. Crotty again asked to address Council regarding the 25 million dollars he felt was in reserves. He was told reserves were used toward the construction of the new City Hall and other projects. Mayor Howard directed Mr. Crotty to contact the Finance Director to review the audits. Mr. Crotty also questioned why Pekin Lake was not being dredged while it is dry. Mr. Hierstein responded to the question. He confirmed Illinois Department of Natural Resources owns the lake and the funding was coming from the Army Corps of Engineers. Because of the involvement of two agencies and the requirement for environmental study, the procedure had been slow. Mr. Crotty asked a third question regarding several traffic lights. Response was given as follows by the Public Works Director Dennis Kief:

Broadway and Parkway upgrade
Park Avenue and 14th Street
Cottage Grove and Court Street

decision not to pursue - matching funds not available
projects is in 2006 PUATTS funding
intersection did not meet warrants

Mr. Crotty requested Council approve painting double yellow lines on Parkway at Court where west bound traffic turning on to Parkway does not merge properly to enter County Market. Council referred the matter to the Traffic Safety Committee and invited Mr. Crotty to attend on Friday, November 7, 2003 @ 8:30 a.m. Mr. Crotty asked why the Council chooses not to release executive session minutes. The procedure by statutes for release of minutes was explained to Mr. Crotty.

Reporters from the *Peoria Journal Star*, *Pekin Daily Times* Johnathan Ahl, WCBU were given the opportunity to ask questions.

Com'r. Richmond extended his best wishes to Mr. Hierstein in his new position as City Administrator in Marshalltown Iowa. He thanked Dick for his leadership and work over the last 8 years. Com'r. Maddox also bid Mr. Hierstein well.

Motion by Com'r. Richmond, seconded by Com'r. Massaglia that Council move to **Executive Session** at 6:55 P.M. to discuss Collective Bargaining, ILCS 120/2 (C.) (2.) and Sale of Real Estate (C.) (6.). On roll call vote, all present voted Aye.

No further business to come before the Council, a motion was made by Com'r. Richmond, seconded by Com'r. Jones that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 7:30 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN

ORDINANCE NO. 2344

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4C. SECTION 2
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SEWER USER CHARGES**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 27TH DAY OF OCTOBER 2003**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 27TH DAY OF OCTOBER 2003**

EFFECTIVE DECEMBER 1, 2003

ORDINANCE NO. 2344

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4C
SECTION 2 OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING SEWER USER CHARGES**

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

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

WHEREAS, the City of Pekin has maintained or decreased the user rate and debt service charges over the past seventeen years; and

WHEREAS, the City Council has determined that the treatment plant must now be expanded in order to provide quality service to the City; and

WHEREAS, the City Council has estimated the annual cost of expanding the treatment plant; and

WHEREAS, the City Council has determined that the appropriate method of defraying the costs of the expansion is to adjust the Minimum Charge and the Volumetric Rate for wastewater facilities in the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Sewer User Charges,

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

1. That Title 4, Chapter 4C, Section 2-3 be amended by deleting the existing definition of LOCAL CAPITAL COST CHARGE in its entirety, and inserting the following language:

LOCAL CAPITAL COST CHARGE: The Local Capital Cost Charge shall consist of the Debt Service Charge, the Capital Improvement Charge and the Minimum Charge.

2. That Title 4, Chapter 4C, Section 2-3(B) be amended by deleting the existing definition of CAPITAL IMPROVEMENT CHARGE in its entirety, and inserting the following language:

CAPITAL IMPROVEMENT CHARGE: There is a minimum capital improvement charge of zero dollars (\$0.00) per month to each user of the wastewater facility of the City.

3. That Title 4, Chapter 4C, Section 2-3 be amended by adding a Section 2-3©) as the definition of MINIMUM CHARGE with the following language:

MINIMUM CHARGE: There shall be and there is hereby established a minimum charge of three dollar (\$3.00) per month to each user of wastewater facilities.

4. That Title 4, Chapter 4C, Section 2-4 be amended by changing the volumetric rate in the second paragraph as follows:

A volumetric rate of one dollar ninety nine cents (\$1.99) for one thousand (1000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City.

5. That Title 4, Chapter 4C, Section 2-4, third paragraph, be amended to read as follows:

All nonmetered residential users of the wastewater facilities shall pay a minimum flat rate charge of three (\$3.00) dollars per month.

6. That Title 4, Chapter 4C, Section 2-5, be amended to read as follows:

The rates of surcharges for BOD and SS shall be as follows:

| | |
|-----------------|--------|
| Per lb. of BOD: | \$0.30 |
| Per lb. of SS: | \$0.20 |

7. That Title 4, Chapter 4C, Section 2-7 be amended by changing the wastewater service charge formula to read as follows:

$$CW = CD + (VU) CU + CS + CC + MC$$

8. That Title 4, Chapter 4C, Section 2-7 be amended by adding the definition of MC as follows:

Where MC = Minimum Charge (Section 4-4C-2-3)

9. That Title 4, Chapter 4C, Section 4 be deleted in its entirety and amended by changing the EFFECTIVE DATE OF RATES to read as follows:

EFFECTIVE DATE OF RATES: Effective December 1, 2002, all users shall be billed on a monthly bases. The rates and service charges established for user charges in Sections 4-4C-2-3 through 4-4C-2-7, are effective as of December 1, 2003.

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

effect.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 27 day of October, 2003; and upon roll call the vote was as follows:

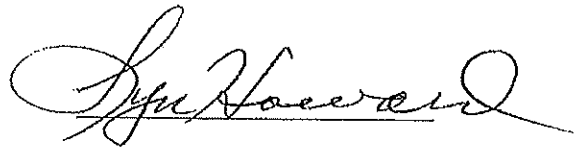
AYES: Richmond, Massaglia, Maddox, Jones, Howard

NAYS: None

ABSENT: None

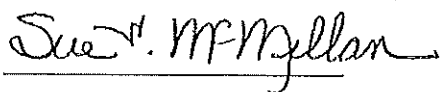
ABSTAINING: None

APPROVED this 27 day of October, 2003.



MAYOR

ATTEST:



CITY CLERK

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 27TH DAY OF OCTOBER 2003 ADOPTED ORDINANCE NO. 2344 CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF October, 2003

(SEAL)

Sue E. McMillan

SUE E. MCMILLAN
CITY CLERK

**PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, AUGUST 2, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN * MAYOR * PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, BARRA, KORTKAMP,
SCHMIDGALL, STRAND, AND DUNN

ABSENT: NONE

Council received agenda and proper notice was posted on July 13, 2010 of a special meeting for Wastewater Treatment Plant Improvements and financing.

Pledge of Allegiance was led by Mayor Dunn.

Roll was called and all Council Members were present.

AGENDA

Motion by Council Member Abel, seconded by Council Member Blanchard that the agenda be approved as presented. On roll call vote, all voted Aye.

Mayor Dunn asked that general information, comments, concerns of staff and Council be discussed prior business items and public input.

City Manager Dennis Kief first presented a short wastewater treatment chronology:

- initial collection system installed in 1905, comprised of combined sewers
- construction of Treatment Plant No. 1 in 1939
- expansions in 1963, 1970, and 1995
- 1979 Facility Plan and USEPA grant funding in the 1980's allowed treatment plant improvements with City share of construction cost in the form of bonds
- 1986 a Sewer User Fee was established

Mr. Kief distributed a listing of the Average Monthly Water compared to Sewer Rates from 1982 through the proposed 2015.

PUBLIC INPUT

Residents and 2 business owners in attendance expressed concerns of higher rates they felt would place a burden on them.

Jim Mangan, 1200 Parkway Drive, indicated that he had been in discussions with the City regarding the accuracy and fairness of the new charges. He also met with Public Works Director Joe Wuellner. Mr. Mangan shared his prepared payment plan he felt would be less of a burden on the residents. He asked that Council not vote at this meeting but take the time to analyze his figures for the same payment for all users.

Josh Fryman, owner of the Laundromat at 1306 Derby Street, addressed Council with concerns. He indicated his wastewater bill could increase based on larger business user to an estimated \$600 over the 5 year proposed fee.

Kathleen Bright told Council she worked in the medical field. She asked if a person's water could be shutoff for non payment of wastewater when residents could not afford the increased user fee. Mrs. Bright commented that year after year sewer line backup complaints in her neighborhood could not be addressed from lack of money, yet money would be made available at a cost to the community for an expanded treatment plant.

Dave Calhoun, speaking on the carwash business located at 2115 Cherry Lane, indicated the user charges would add a dramatic increase expense that would have to be passed on to the consumer. He suggested staggered rates for the bigger users.

Comments were received from individual Council Members. Staff and Patric Sheridan from Farnsworth Group addressed concerns presented on the following business items.

NEW BUSINESS

Motion by Council Member Schmidgall, seconded by Council Member Strand that the **BID FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS PHASE I** be approved in the amount of 7,664,000.00 and the contract awarded to **WILLIAMS BROTHERS, INC.** Bids were received at the Council Meeting of July 12, 2010 and the recommendation to award the contract to the lower bidder. Discussion followed. Council Member Blanchard indicated he was not against improvements but was not convince of the scope of the project. On roll call vote all present voted Ayes, Abel, Strand, Barra, Kortkamp, Schmidgall, and Dunn; Nay, Blanchard. Motion Carried.

RESOLUTION NO. 62-10/11

A RESOLUTION EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM THE PROCEEDS OF AN OBLIGATION

Motion by Council Member Kortkamp, seconded by Council Member Barra that Resolution No. 62-10/11 be adopted. Treasurer Jim Wolf spoke to the Council regarding questions of finance, IEPA low interest loan, and bonding issues. He stated the document was a preliminary step in the process intent that expenditures for the Wastewater Treatment Plant improvements would be reimbursed with proceeds from a bond issue. The interest rate of the bond would be determined at the meeting of August 23, 2010 by the bond underwriters. The maximum 7.5 million indicated in the document was not binding to be spent. Treasurer Wolf advised that the City was presently indebted less than \$3 million dollars. He responded to Council Member Blanchard's question that the bonds feature was not callable which would add an estimated 25 basis points to the rate.

During discussion of the overall projects presented Attorney Dancey advised that the City was moving forward with their obligation to meet requirements of the Pollution Control Board order and addressing the Long Term Control Plan (LTCP) for combined sewer outfalls (CSO) stated in the permit notice of violations and subsequent penalties.

Council Member Blanchard called the question. On roll call vote all present voted Ayes, Abel, Strand, Barra, Kortkamp, Schmidgall, and Dunn; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 2624-10/11

AMENDING TITLE 4, CHAPTER 4, ARTICLE C OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING SEWER USER CHARGES

Motion by Council Member Barra, seconded by Council Member Strand that Ordinance No. 2624-10/11 be adopted. Public Works Director Joe Wuellner recommended the ordinance which provided for the language in the Code for a method of defraying costs of improvements to the wastewater facility by adjustments in the volumetric rate and surcharge rate for use of treating wastewater. It was explained to Council that escalating or decreasing numbers were used in the presented spread sheet adjustments through 2015. User rates could be raised or lower after 5 years when the new plant would be operational and effectiveness to handle storm events and extent of maintenance needed could be accessed. Council Member Abel pointed out that it was not an "us against them" scenario in raising rates, Council Members also were residents impacted by rates. On roll call vote all present voted Ayes, Abel, Strand, Barra, Kortkamp, Schmidgall, and Dunn; Nay, Blanchard. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council and Staff exchanged appreciation for all of the foresight and work that was put in to the Wastewater Treatment Plant Project.

Public Works Director Joe Wuellner clarified a point that was suggested during the meeting that the Treatment Plant was not doubling in size but designed toward reducing Combined Sewer Outfalls a key component in meeting NPDES Permit and foreseeable future requirements.

Council Member Blanchard expressed sympathy in the death of Norma Bosley, a member of the Mayor's Advisory Committee for Persons with Disabilities.

Marge Melchers, 1821 Highwood, advised Council she had spoken with the Pekin High School Board President who had no opposition to renaming Stadium Drive. She asked that Council consider her request to rename the public right of way in honor of Astronaut Scott Altman. She recommended the street be dedicated on his return to Pekin September 11, 2010 in combination with the renaming of the Sunset Grade School.

No further business to come before the Council, Mayor Dunn called the meeting closed.

COUNCIL ADJOURNED AT 6:55 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN

ORDINANCE NO. 2624-10/11

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4, ARTICLE C
SECTION 2-4, 2-5, AND 4
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SEWER USER CHARGES**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE ~~26~~²⁷TH DAY OF JULY, 2010**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS ~~26~~²⁷TH DAY OF JULY, 2010**

EFFECTIVE MAY 1, 2011

ORDINANCE NO. 2624-10/11

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4, ARTICLE C
SECTION 2-4, 2-5, AND 4 OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING SEWER USER CHARGES**

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

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

WHEREAS, the City of Pekin has maintained or decreased the Local Capital Cost Charge consisting of the Debt Service Charge, the Capital Improvement Charge and the Minimum Charge over the past twenty-four years; and

WHEREAS, the City Council has determined that the treatment plant must now be improved and expanded in order to provide quality service to the City; and

WHEREAS, the City Council has estimated the annual cost of improvements and expansion of the treatment plant; and

WHEREAS, the City Council has determined that the appropriate method of defraying the costs of improvements and expansion is to adjust the Volumetric Rate and the Surcharge Rate for wastewater facilities in the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding Sewer User Charges.

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

1. That Title 4, Chapter 4C, Section 2-4, paragraph two, be amended by changing the volumetric rate as follows:

A volumetric rate of two dollars thirty-nine cents (\$2.39) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2011.

A volumetric rate of two dollars eighty-seven cents (\$2.87) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2012.

A volumetric rate of three dollars forty-four cents (\$3.44) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2013.

A volumetric rate of four dollars twenty cents (\$4.20) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2014.

A volumetric rate of five dollars twenty-four cents (\$5.24) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2015.

2. That Title 4, Chapter 4C, Section 2-5 be amended by changing the surcharge rate as follows:

| | |
|-----------------|--------|
| Per lb. of BOD: | \$0.40 |
| Per lb. of SS: | \$0.25 |

3. That Title 4, Chapter 4C, Section 4 be deleted in its entirety and amended by changing the

EFFECTIVE DATE OF RATES to read as follows:

EFFECTIVE DATE OF RATES: The rates and service charges established for user charges in Sections 4-4C-2-4 and 4-4C-2-5 are effective as of May 1, 2011 and all other effective dates remain in full force and effect. (Ord. No. 2344 10-27-03)

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 26 day of July, 2010; and upon roll call the vote was as follows:

AYES: Abel, Kortkamp, Strand, Schmidgall, Barra, Dunn

NAYS: Blanchard

ABSENT: None

ABSTAINING: None

APPROVED this 26 day of July, 2010.


MAYOR

ATTEST:

Sue W. McMillan
CITY CLERK

CHAPTER 4

SEWER REGULATIONS

ARTICLE C. SEWER USER CHARGES

SECTION:

- 4-4C-1: Definitions
- 4-4C-2: Wastewater Service Charges
 - 4-4C-2-1: Basis for Wastewater Service Charges
 - 4-4C-2-2: Measurement of Flow
 - 4-4C-2-3: Debt service Charge
 - 4-4C-2-4: Volumetric Rate
 - 4-4C-2-5: Surcharge Rate
 - 4-4C-2-6: Computation of Surcharge
 - 4-4C-2-7: Computation of Wastewater Service Charge
- 4-4C-3: General Provisions
 - 4-4C-1-1: Bills
 - 4-4C-1-2: Lien Notice of Delinquency
 - 4-4C-1-3: Enforcement of Lien
 - 4-4C-1-4: Revenues
 - 4-4C-1-5: Accounts
 - 4-4C-1-6: Notice of Rates
 - 4-4C-1-7: Access to Records
 - 4-4C-1-8: Collection
- 4-4C-4: Effective Date of Rates
- 4-4C-5: Service Disconnections
- 4-4C-6: Appeals

4-4C-1: **DEFINITIONS:** Unless the context specifically indicates otherwise, the meaning of terms used in this Article shall be as follows:

CHARGES, TYPES OF:

Capital Improvement Charge: A charge levied on users, when the Council deems it necessary, for capital improvement costs.

Debt Service Charge: The amount to be paid each billing period for payment of interest, principal and coverage of (loan, bond, etc.) outstanding.

Local Capital Cost Charge: Charges for costs other than the operation, maintenance and replacement costs, i.e., debt service and capital improvement costs.

Replacement: Expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" included replacement.

Sewerage Fund: The principal accounting designation for all revenues received in the operation of the sewerage system.

Surcharge: The assessment in addition to the Volumetric charge and debt service charge which is levied on those persons whose wastes are greater in strength than the concentration values established in Section 4-4C-2.

Useful Life: The estimated period during which the collection system and/or treatment works will be operated.

Volumetric Charge: A charge levied on users of the treatment works for the cost of operation, maintenance and replacement.

Wastewater Service Charge: The charge per quarter or month levied on all users of the wastewater facilities. The service charge shall be computed as outlined in Section 4-4C-2 and shall consist of the total of the Volumetric charge, the local capital cost charge and a surcharge, if applicable.

CLARIFICATION OF WORD USAGE: "Shall" is mandatory; "may" is permissible.

LOCAL GOVERNMENT:

Ordinance: This Ordinance.

PERSON: Any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency or other entity.

SEWER TYPES AND APPURTENANCES:

Public Sewer: A sewer provided by or subject to the jurisdiction of the City. It shall also include sewers within or outside the City boundaries that serve one or more persons and ultimately discharge into the City sanitary (or combined) sewer system, even though those sewers may not have been constructed with City funds.

Sewer: A pipe or conduit for conveying sewage or any other waste liquids, including storm, surface and ground water drainage.

Sewerage: The system of sewers and appurtenances for the collection, transportation and pumping of sewage.

STATE GOVERNMENT: State Grant: The State of Illinois' participation in the financing of the construction of treatment works as provided for by the Illinois Anti-Pollution Bond Act (30 ILCS 405/1 et seq.) and for making such grants as filed with the Secretary of State of Illinois.

USER TYPES:

Commercial User: Transit lodging, retail and wholesale establishments or places engaged in selling merchandise or rendering services.

Industrial Users: Establishments engaged in manufacturing activities involving the mechanical or chemical transformation of materials of substance into products.

Institutional/Governmental User: Schools, churches, penal institutions and users associated with Federal, State and local governments.

Residential User: All monthly-billed dwelling units such as houses, mobile homes, permanent multi-family dwellings.

User Class: The type of user, "residential, institutional/governmental, commercial", or "industrial", as defined herein.

WASTEWATER AND ITS CHARACTERISTICS:

BOD (denoting biochemical oxygen demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20) centigrade, expressed in milligrams per liter.

Industrial Waste: Any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial, manufacturing, commercial or business establishment or process or from the development, recovery or processing of any natural resource as distinct from sanitary sewage.

Sewage: Is used interchangeably with "wastewater".

Suspended Solids (SS): Solids that either float on the surface of, or are in suspension in water, sewage or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in the IEPA Division of Laboratories' "Manual of Laboratory Methods".

Wastewater: The spent water of a community. From this standpoint, of course, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground water, surface water and storm water that may be present.

WASTEWATER FACILITIES: The structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and transport effluent to a watercourse.

4-4C-2: WASTEWATER SERVICE CHARGES:

4-4C-2-1: BASIS FOR WASTEWATER SERVICE CHARGES:

- A. Wastewater Service Charge: The wastewater service charge for the use of and for service supplied by the wastewater facilities of the City shall consist of a Volumetric charge for operation and maintenance plus replacement (OM&R), applicable surcharges, and a local capital cost charge composed of a debt service charge and a capital improvement charge.
- B. Debt Service Charge: The debt service charge shall be computed by dividing the annual debt service for all outstanding wastewater bonds (less any capital improvement charge imposed) by the number of users. Through further divisions, the monthly and/or monthly debt service charges can be computed.
- C. Volumetric Charge:
 - 1. The Volumetric charge shall be based on water usage as recorded by water meters and/or sewage meters for wastes having the following normal domestic concentrations:

a. A five (5) day, twenty degree (20) centigrade biochemical oxygen demand (BOD) of two hundred (200) mg/l.

b. A suspended solids (SS) content of 250 mg/l.

2. The Volumetric charge shall consist of operation and maintenance costs plus replacement and shall be computed for all users except North Pekin as follows:

a. Estimate wastewater volume, pounds of SS and pounds of BOD to be treated.

b. Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund for the year.

c. Proportion the estimated OM&R costs to each user class by volume, suspended solids and BOD.

d. Proportion the estimated operation, maintenance and replacement (OM&R) costs to wastewater facility categories by volume, suspended solids and BOD.

e. Compute costs per one thousand (1,000) gallons for normal sewage strength.

f. Compute surcharge cost per pound per one thousand (1,000) gallons in excess of normal sewage strength for BOD and SS.

D. Capital improvement Charge: The wastewater charge for the use of and for services supplied by the wastewater facilities of the City, which shall be computed based on usage, and the funds so generated shall be used for capital improvements.

E. Surcharge for Users with Excessive BOD and SS Concentrations: A surcharge will be levied to all users whose waters will be levied to all users whose waters exceed the normal domestic concentrations of BOD (200 mg/l) and SS (250 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes which exceed the two hundred (200) mg/l and two hundred fifty (250) mg/l concentration for BOD and SS respectively. Section 4-4C-2-6 specifies the procedure to compute a surcharge.

- F. Village of North Pekin: The Village of North Pekin will be billed in accordance with the requirements of the most recent contractual agreement with the City of Pekin regarding wastewater services.
- G. Annual Review: The adequacy of the wastewater service charge shall be reviewed, not less often than annually, at the same time and as part of the annual audit report to the City. The wastewater service charge shall be revised periodically to reflect a change in local capital costs or a change in operation and maintenance costs, including replacement costs.

The users of wastewater treatment services will be notified annually of the rate and that portion of the user charges which are attributable to the wastewater treatment operation, maintenance and replacement.

4-4C-2-2: MEASUREMENT OF FLOW: The volume of flow used for computing Volumetric charges and surcharges shall be the metered water consumption read to the lowest even increments of one thousand (1,000) gallons, unless the user qualifies for nine (9) month averaging (as defined below) or a separate wastewater meter or water meter has been installed in conformance with the requirements of the City.

- A. If the user discharging wastes into the public sewers procures any part, or all, of his water from sources other than the Illinois-American Water Company - Pekin Park District, all or a part of which is discharged into the public sewers, said user may be required by the City to install and maintain, at his expense, water meters of a type approved by the Illinois-American Water Company - Pekin Park District for the purpose of determining the volume of water obtained from these other sources.
- B. Devices for measuring the volume of waste discharged may be required by the City if these volumes cannot otherwise be determined from the metered water consumption records.
- C. An additional water meter may be installed in a user's home plumbing at the user's expense if a user desires to distinguish between the water usage that enters the sewer system from that portion of water usage which is used for such purposes as lawn watering, swimming pools, etc. Where the water does not enter the sewer system, the meter must be installed so water going through the "nonsewered" meter cannot be returned to the sewer.

Upon installation, a City inspector will examine the installation for conformance to this requirement. Periodic checks will be made by the City inspector to assess the adequacy of the installation and verify the reported meter readings.

- D. Metering devices, including additional water meters, for determining the volume of waste shall be installed, owned and maintained by the user discharging wastes into the public sewers. Following approval and installation, such meters may not be removed, unless service is cancelled, without the consent of the City.
- E. "Seven (7) month averaging" will only be allowed for those monthly customers classified as residential. The usage from the months of October through April will be averaged, and the lesser of this average or the actual metered usage during the summer billing period will be the amount charged for the summer billing period. If a customer has not been serviced for a full seven (7) month period, the Wastewater Billing Department shall estimate the amount based on historical and/or compatible usage. (Ord. No. 2444 09-12-05).

4-4C-2-3: LOCAL CAPITAL COST CHARGE: the Local Capital Cost Charge shall consist of the Debt Service Charge, the Capital Improvement Charge and the Minimum Charge. (Ord. No. 2344 10-27-03).

A. **DEBT SERVICE CHARGE:** A minimum debt service charge of zero dollars (\$0.00) per month to each user of the wastewater facility is hereby established. Any resident of the City who operates and maintains an individual septic tank system shall be charged the Debt Service Charge.

B. **CAPITAL IMPROVEMENT CHARGE:** There is a minimum capital improvement charge of zero dollars (\$0.00) per month to each user of the wastewater facility of the City. (Ord. No. 2344 10-27-03).

C. **MINIMUM CHARGE:** There shall be and there is hereby established a minimum charge of three dollars (\$3.00) per month to each user of wastewater facility. (Ord. No. 2344 10-27-03).

4-4C-2-4: VOLUMETRIC RATE: There shall be and there is hereby established a volumetric rate for the use of and for service supplied by the wastewater facilities of the City.

~~A volumetric rate of one dollar ninety-nine cents (\$1.99) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City.~~

A volumetric rate of two dollars thirty-nine cents (\$2.39) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2011.

A volumetric rate of two dollars eighty-seven cents (\$2.87) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2012.

A volumetric rate of three dollars forty-four cents (\$3.44) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2013.

A volumetric rate of four dollars twenty cents (\$4.20) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2014.

A volumetric rate of five dollars twenty-four cents (\$5.24) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2015.
(Ord. No. 2624 08-02-10)

All nonmetered residential users of the wastewater facilities shall pay a minimum flat rate charge of three dollars (\$3.00) per month.
(Ord. No. 2344 10-27-03)

Any resident of the City who currently operates and maintains on individual septic tank system shall be exempt from the volumetric charge.

4-4C-2-5: **SURCHARGE RATE:** The rates of surcharges for BOD and SS shall be as follows:

| | | |
|-----------------|-------------------|--------|
| Per lb. of BOD: | \$0.30 | \$0.40 |
| Per lb. of SS: | \$0.20 | \$0.25 |

(Ord. No. 2344 10-27-09)
(Ord. No. 2624 08-02-10)

4-4C-2-6: **COMPUTATION OF SURCHARGE:** The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the City of Pekin and shall be binding as a basis for surcharges.

4-4C-2-7: **COMPUTATION OF WASTEWATER SERVICE CHARGE:** The wastewater service charge shall be computed by the following formula:

$$CW = CD + (VU) CU + CS + CC + MC$$

Where CW=Amount of wastewater service charged (\$) per billing period

Where CD=Debt service charge (Section 4-4C-2-3)

Where VU=Volume of wastewater for the billing period (Section 4-4C-2-2)

Where CU=Volumetric rate for operation, maintenance and replacement (Section 4-4C-2-4)

Where CS=Amount of surcharge (Sections 4-4C-2-5 and 4-4C-2-6)

Where CC=Capital improvement charge (Section 4-4C-2-3)

Where MC = Minimum Charge (Section 4-4C-2-3)
(Ord No. 2344 10-27-09)

4-4C-3: **GENERAL PROVISIONS:**

4-4C-3-1: **BILLS:** Said rates or charges for service shall be payable monthly or monthly depending on the classification of service for which bills are rendered. The owner of the premises (including the beneficiary of any land trust which owns the premises), the occupant thereof and the user of the service to such premises and the service is furnished to the premises by the City only upon the condition that the owner of the premises, occupant and user of the services are jointly and severally liable therefor to the City.

Bills for sewer service shall be sent out by the City, or its designated agent, during the month or quarter during which the service is rendered or during the succeeding month.

It shall be the policy of the City of Pekin to send bills for sewer service only to the record owner of the real estate except that the City of Pekin shall have the authority to make reasonable exceptions to this policy.

All sewer bills are due and payable twenty one (21) days after being sent out for those users in the residential class and ten (10) days after being sent out for those users in the commercial class, and upon nonpayment within the time period allowed a service charge for late payment shall be assessed of one and one-half percent (1.5%) per month on the unpaid balance or eighty five cents (\$0.85) per month, whichever is greater.

4-4C-3-2: **LIEN NOTICE OF DELINQUENCY:** Whenever a bill for sewer service remains unpaid for forty five (45) days for monthly service or sixty five (65) days for monthly service after it has been rendered, the City Director of Finance shall file with the County Recorder of Deeds a statement of lien claim. This statement shall contain the legal description of the premises and/or current address of the premises served, the amount of the unpaid bill and a notice that the City claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.

4-4C-3-3: **ENFORCEMENT OF LIEN:** If payment shall not be made for charges as provided in this ordinance, any amount due for sewage service, additional charges, or benefits when the same come due, the City may, as provided by the Illinois Compiled Statutes, 65 ILCS 5/11-141-7, foreclose such lien in like manner and with like effect as in the foreclosure of mortgages on real estate. In the alternative, and also pursuant to the Illinois Compiled Statutes, 65 ILCS 5/11-141-7, the City may, in its discretion, file suit to collect such amounts as are delinquent and due against the occupant or user of the real estate in a civil action, and shall collect, as well, all attorney's fees incurred by it, the same to be fixed by order of the court.

4-4C-3-4: **REVENUES:** All revenues and moneys derived for the operation of the sewage system shall be deposited in the sewerage account of the Sewerage Fund. All such revenues and monies shall be held by the City Director of Finance separate and apart from his private funds and separate and apart from all other funds of the City and all of said sum, without any deductions whatever, shall be delivered to the City Director of Finance not more than ten (10) days after receipt of the same, or at such more frequent intervals as may from time to time be directed by the City Manager.

The City Director of Finance shall receive all such revenues from the sewerage system and all other funds and monies incident to the operation of such system as the same may be delivered to him and deposit the same in the account of the fund designated as the "Sewerage Fund of the City". Said Director of Finance shall administer such fund in every respect in the manner provided by statute of the "Revised Cities and Villages Act" (65 ILCS 5/11-141-18.)

4-4C-3-5: **ACCOUNTS:** The City Director of Finance shall be responsible for establishing a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the sewerage system, and at regular annual intervals, he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the sewerage system.

In addition to the customary operating statements, the annual audit report shall also reflect the revenues and operating expenses of the wastewater facilities, including a replacement cost, to indicate that sewer service charges under the waste cost recovery system and capital amounts required to be recovered under the industrial cost recovery system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

- A. Flow data showing total gallons received at the wastewater plant for the current fiscal year.
- B. Billing data to show total number of gallons billed per fiscal year.
- C. Debt service for the next succeeding fiscal year.
- D. Number of users connected to the system.
- E. Number of nonmetered users.
- F. A list of users discharging nondomestic and industrial wastes and volume of waste discharged.

4-4C-3-6: NOTICE OF RATES: Users of the sewerage system will be notified by the City of the rates and that portion of the user charges which are attributable to wastewater treatment service, including the financial information of Section 4-4C-3-5.

4-4C-3-7: ACCESS TO RECORDS: The Illinois Environmental Protection Agency or its authorized representative shall have access to any books, documents, papers and records of the City which are applicable to the City's system of user charges or industrial cost recovery for the purpose of making audit, examination, excerpts and transcriptions thereof to insure compliance with the terms of the special and general conditions to any State grant.

4-4C-3-8: COLLECTION: The Director of Finance or other designated administrator of the City Wastewater Division shall assure that every effort is made to collect all sums that become due and owing to the City under this Article. In addition to the provisions of Section 4-4C-3-3 hereof and to the provisions of Section 4-4C-5 of this Article, the designated administrator of the Wastewater Division shall establish consistent procedures for the collection of sums that become due and owing under this Article. Such procedures may include the use of commercial collection agencies or other parties.

Additionally, the Director of Finance or other designated administrator shall report on a periodic basis to the City Director of Finance as to the amount and nature of all accounts due the City under this Article.

~~4-4C-4: **EFFECTIVE DATE OF RATES:** Effective December 1, 2002, all users shall be billed on a monthly bases. The rates and service charges established for user charges in Sections 4-4C-2-3 through 4-4C-2-7 are effective as of December 1, 2003. (Ord. No. 2344 10-27-03).~~

4-4C-4: EFFECTIVE DATE OF RATES: The rates and service charges established for user charges in Sections 4-4C-2-4 through 4-4C-2-5 are effective as of May 1, 2011. All other effective dates remain in full force and effect (Ord. No. 2344 10-27-03) (Ord. No. 2624 08-02-10)

4-4C-5: SERVICE DISCONNECTION; NONPAYMENT OF BILL:

- A. If the charges for the sewerage service of the City shall remain unpaid until the 10th day of the month next following the due date of the bill, the Code enforcement officer may elect to commence procedures resulting in termination of sewer service by notifying such customer in writing by certified or registered mail, return receipt requested or personal delivery, that said sewer service will be terminated. Said notice shall also specifically inform such user of the following:
1. The user may contact the Code Enforcement Officer to request a hearing on the matter; and
 2. The said request must be made within three (3) days of the receipt of said termination notice; and
 3. If said request is made, a hearing will be held within ten (10) days of the receipt of said delinquent notice; and
 4. The service will be discontinued within ten (10) days of the receipt of said notice if no request for a hearing is made.
- B. The Code Enforcement Officer shall advise anyone making a request for such a hearing of the time, place and date of hearing at such time said request is made.
- C. If the findings at said hearing are adverse to the user, said decision shall be reduced to writing, with a copy thereof to be forwarded to said user, by certified or registered mail, return receipt requested, or personal delivery. Said decision should also contain the date on which service to the user in question will be discontinued.
- D. In the event sewerage service has been discontinued due to nonpayment of bills, then such sewer service shall not be reconnected until all outstanding bills for sewerage service to the property have been paid in full and the cost incurred by the City as a result of the discontinuance and reinstatement of said service has been paid in full.

- E. The person serving as Code Enforcement Officer shall serve as hearing officer for any hearings which may be held under this Section. In the event said person is unable to serve as said hearing officer, then the City Council shall designate an written appeal outlining the discrepancies. alternate hearing officer for any such hearings.

4-4C-6: **APPEALS:** The method of computation of rates and service charges established for user charges in Sections 4-4C-2-1 through 4-4C-2-6 shall be made available to a user within thirty (30) days of receipt of a written request for such. Any disagreement over the method used or in the computations thereof shall be remedied by the City within sixty (60) days after notification of a formal

WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

November 11, 2010

Mayor Rusty Dunn and City Council
City of Pekin
111 South Capitol St.
Pekin, Illinois 61554

Re: Sewer User Rates

Dear Mayor and Council Members:

Section 2.01 of Sewer User Ordinance No. 1611 requires an annual review of the adequacy of the City's sewer user rates at the same time and as a part of the annual audit of the Sewerage Fund financial statements.

COMMENTS ON REVIEW OF RATES

The Sewerage Fund Statement of Net Assets at April 30, 2010 reports current assets of \$4,585,637 and current liabilities of \$44,158, resulting in net working capital of \$4,541,479. The Fund's working capital increased \$382,529 from the previous year.

The Fund earned \$64,995 for the year ended April 30, 2010. Included in operating expenses is a depreciation charge of \$620,252 and a nonoperating expense transfer of \$114,648 to the City's General Fund for reimbursement of certain estimated administrative expenses. During the year capitalized additions to fixed assets totaled \$302,718.

Total revenue from all sources decreased \$75,853 from the previous year. Basic user fees decreased \$77,907, treatment and collection fees decreased \$4,864, sewer connection fees decreased \$45,000, and license permit income decreased \$1,830. Investment income increased \$50,722.

Actual operating costs for the year (excluding depreciation) increased \$17,326. From 1993 to July 31, 2005 the City contracted the sewer operations to private companies. Since August, 2005 the City has operated and maintained its own wastewater treatment plant, lift stations, and combination sewer overflows.

Currently there is one charge to users of the City's sewerage collection and treatment system. The water-based usage charge is \$1.99 per thousand gallons of water used with a minimum \$3.00 per month charge. The usage is based on meter readings furnished by Illinois-American Water Co. The current rate was enacted October 27, 2003. Prior to the revised rate, the City charged users two different rates for the sewerage system's operations and capital improvements. Those rates had not changed in over thirteen years.

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In September 2010 the City Council authorized the issuance of general obligation bonds for the purpose of financing construction costs related to the upgrading and expansion of the wastewater treatment facility in the amount of \$7,110,000. The bonds will be repaid over an eighteen year period beginning in 2011 and ending in 2030.

In August 2010 the City Council approved increases in the volumetric rate and surcharge rate to residential and commercial users of the wastewater treatment facility. The new rates are intended to continue covering operating costs of the plant, maintain sewer lines throughout the City, and accumulate sufficient funds for the debt service obligations of the new bond issue.

The new rates, which are effective May 1, 2011, are as follows:

- A minimum charge of \$3.00 for each user of the wastewater facility;
- A user rate of \$2.39 per thousand gallons of water used effective May 1, 2011;
- A user rate of \$2.87 per thousand gallons of water used effective May 1, 2012;
- A user rate of \$3.44 per thousand gallons of water used effective May 1, 2013;
- A user rate of \$4.20 per thousand gallons of water used effective May 1, 2014;
- A user rate of \$5.24 per thousand gallons of water used effective May 1, 2015;
- An increase of the surcharge rate to \$.40 per pound of BOD (biochemical oxygen demand) and \$.25 per pound of SS (suspended solids).

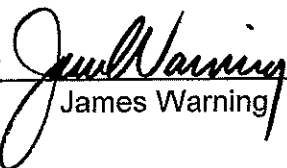
City staff will assess the effectiveness of the facility to handle storm situations over the next five years. Consideration for adjustments to the approved rates should also be reviewed annually by City staff to insure all costs are adequately covered.

Attached is a summary of selected financial data for the past ten years.

Please contact us if there are questions on these matters.

Yours truly,

WILLOCK WARNING & CO., P.C.

by  _____
James Warning CPA

JW/dl

Enclosures, as above

cc: City Manager

City Corporation Counsel

City Clerk

Assistant Finance Director

City Treasurer

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
SELECTED FINANCIAL DATA - REVENUES AND EXPENSES
FOR THE TEN YEARS 2001-2010

| Year Ended
April 30. | Total
Operating
Revenues | Service
Fees | Other
Fees | Investment
Income | Total
Operating
Expenses | Sewer
Operating
Costs | Maintenance
and
Repairs | Depreciation | Billing and
Collection
Costs | Other
Costs | Transfer to
City
General Fund | Net
Income
(Loss) |
|-------------------------|--------------------------------|-----------------|---------------|----------------------|--------------------------------|-----------------------------|-------------------------------|--------------|------------------------------------|----------------|-------------------------------------|-------------------------|
| 2010 | \$2,451,896 | \$2,325,089 | \$126,807 | \$107,842 | \$2,380,095 | \$663,708 | \$362,157 | \$620,252 | \$127,197 | \$606,781 | \$114,648 | \$64,995 |
| 2009 | 2,578,471 | 2,402,996 | 175,475 | 57,120 | 2,355,703 | 584,407 | 423,706 | 613,186 | 121,930 | 612,474 | 114,648 | 165,240 |
| 2008 | 2,722,762 | 2,591,804 | 130,958 | 113,883 | 2,191,511 | 608,924 | 338,061 | 584,970 | 123,689 | 535,867 | 143,099 | 502,035 |
| 2007 | 2,727,070 | 2,596,757 | 130,313 | 113,765 | 2,108,386 | 683,154 | 212,408 | 565,073 | 129,493 | 518,258 | 200,000 | 532,449 |
| 2006 | 2,464,639 | 2,338,119 | 126,520 | 29,445 | 1,890,440 | 572,654 | 172,360 | 578,233 | 124,082 | 443,111 | 100,000 | 503,644 |
| 2005 | 2,754,059 | 2,632,061 | 121,998 | 5,470 | 2,276,659 | 1,102,770 | 272,793 | 575,719 | 132,322 | 193,055 | 100,000 | 382,870 |
| 2004 | 2,233,265 | 2,094,460 | 138,805 | 22 | 2,234,001 | 1,059,101 | 161,213 | 577,144 | 155,563 | 280,980 | 120,000 | (120,714) |
| 2003 | 1,713,051 | 1,519,552 | 193,499 | 283 | 2,138,826 | 1,008,171 | 236,590 | 567,353 | 77,072 | 250,449 | 175,000 | (600,492) |
| 2002 | 1,891,403 | 1,515,449 | 375,954 | 32,734 | 1,924,447 | 893,071 | 221,257 | 521,443 | 22,850 | 265,826 | 155,000 | (130,910) |
| 2001 | 1,696,013 | 1,583,380 | 112,633 | 117,535 | 1,914,977 | 918,446 | 270,749 | 459,827 | 19,824 | 246,131 | 242,070 | (343,499) |

Information taken from Sewerage Fund Annual Reports, 2001-2010.

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
SELECTED FINANCIAL DATA - ASSETS AND LIABILITIES
FOR THE TEN YEARS 2001-2010

| Year Ended
April 30. | Cash | Investments | Receivables | Additions
to Capital
Assets | Total
Assets | Current
Liabilities | Total
Net Assets |
|-------------------------|--------------|--------------|-------------|-----------------------------------|-----------------|------------------------|---------------------|
| 2010 | \$ 2,100,895 | \$ 2,240,000 | \$ 244,742 | \$ 302,718 | \$ 16,185,130 | \$ 44,158 | \$ 16,140,972 |
| 2009 | 32,090 | 4,001,651 | 200,624 | 429,967 | 16,151,392 | 75,415 | 16,075,977 |
| 2008 | 179,637 | 3,673,487 | 189,293 | 522,300 | 16,142,663 | 231,926 | 15,910,737 |
| 2007 | 543,035 | 2,612,985 | 58,332 | 192,377 | 15,377,269 | 32,567 | 15,344,702 |
| 2006 | 484,834 | 1,812,376 | 58,616 | 19,415 | 14,891,439 | 79,186 | 14,812,253 |
| 2005 | 652,444 | 540,271 | 183,821 | 162,258 | 14,470,967 | 162,358 | 14,308,609 |
| 2004 | 322,173 | - | 210,372 | 77,324 | 14,040,437 | 114,698 | 13,925,739 |
| 2003 | 36,659 | - | 35,406 | 720,829 | 14,079,777 | 33,324 | 14,046,453 |
| 2002 | 21,119 | 758,499 | 152,903 | 1,577,033 | 14,786,757 | 140,413 | 14,646,344 |
| 2001 | 158,372 | 1,652,763 | 176,828 | 1,473,204 | 14,835,268 | 57,955 | 14,777,313 |

Information taken from Sewerage Fund Annual Reports, 2001-2010.

1/25/16 CITY COUNCIL
MEETING

WILLOCK WARNING & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

23 OLT AVENUE
PEKIN, ILLINOIS 61554

TELEPHONE (309) 347-3152
FAX (309) 347-3153

January 18, 2016

Dear Mayor and City Council Members:

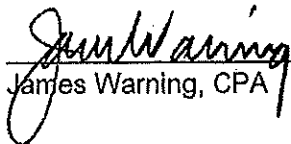
Please find attached an outline and a summary of selected financial information of the City of Pekin for fiscal year ended April 30, 2015. I will be reviewing this information with you at next Monday's City Council meeting.

I will comment on the overall financial condition of the City; however, most of my time will be spent on the General Fund and two Funds I believe should be looked at carefully by you due to the cash deficits being accumulated - the Sewerage Fund and the Solid Waste Fund.

I ask that you bring your copy of the annual financial statements of the City as well as the individual financial statements of the Sewerage Fund (along with our letter of comments) and the Solid Waste Fund.

If you have questions on this information or on any items within the financial statements; please feel free to contact me.

Sincerely,


James Warning, CPA

JW/dl

Enclosures, as above

SEWERAGE FUND

Our concern of the Sewerage Fund involves the cash flow results from operating activities and debt service costs.

The following is information from the past three fiscal years and our projections for the next two years:

| | Fiscal
Year Ended
<u>April 30,</u> | Operating
<u>Income</u> | Operating
<u>Expenses</u> | Debt
Service
<u>Costs</u> | Net
Cash
<u>Flow</u> |
|-----------|--|----------------------------|------------------------------|---------------------------------|----------------------------|
| | 2013 | \$ 3,048,626 | \$ (2,121,058) | \$ (490,510) | \$ 437,058 |
| | 2014 | 3,359,919 | (2,023,750) | (1,016,053) | 320,116 |
| | 2015 | 3,852,825 | (2,728,871) | (2,081,771) | (957,817) |
| Projected | 2016 | 4,600,000 | (2,300,000) | (2,607,000) | (307,000) |
| Projected | 2017 | 4,600,000 | (2,400,000) | (2,933,000) | (733,000) |

Notes regarding the above information:

- The last scheduled user rate increase ends after fiscal year 2016.
- The annual debt service costs will be at least \$2,933,000 beginning in fiscal year 2017 and will continue through the year 2033.
- Operating expenses are estimated to increase 3% annually.
- Operating expenses in FY15 included one-time sludge removal costs of approximately \$500,000.

Wastewater Service Fees

Number of customers - 13,400

Current scheduled service fees - \$5.24 per thousand gallons of water used plus \$3.00 per month.

Actual service fees billed - For the months May-October, the amount billed is the lesser of water actually used in those 6 months or the monthly average of water used in the winter months of November-April.

Late payment penalties:

Current penalty is the greater of 85¢ or 1.5% of the balance due.

East Peoria charges 10% of the balance due.

Washington charges a flat \$10.

Peoria charges 85¢ processing fee plus 1% of balance due.

Potential sources of additional cash:

- Discontinue the abatement of real estate taxes levied for the debt service costs of the General Obligation Bonds, Series 2010. The annual debt service costs are approximately \$500,000.
- Bill all customers the full rate per thousand gallons of water used or at least reduce the number of months used in the averaging process.
- Increase late payment fees.
- Increase other charges for services - North Pekin sewer treatment fees, sewer connection fees, licenses and permits.

SOLID WASTE FUND

Fiscal year 2015 was the first year the Solid Waste Fund was reported as a separate accounting fund rather than a department of the General Fund. The change was due to the implementation of the solid waste user fee of \$12 per month which began September, 2014.

The operating activities of the Solid Waste Fund resulted in a cash deficit of approximately \$724,000 for FY2015 (page 5 in Solid Waste financial statements).

Expected User Fees for FY2016:

Annual user fee per customer - \$144

User fees expected - \$1,666,480 (assuming no increase in customer accounts receivable. There are no penalties for late payments).

Going forward, how much of an annual cash deficit can be expected assuming:

- No change in user fee rates;
- Operating expenses maintaining an average 2% increase per year (page 9 of financial statements);
- Other revenues remain intact;
- Paying Sewerage Fund for absorbing the costs of billing and administration;
- No change in waste collection procedures.

Other questions:

- Should an amount for the eventual replacement of vehicles and equipment be included in the annual costs of operating the Fund?
- Are there alternative cost-savings methods that can be utilized?
- If the cash deficits continue and are significant, is the General Fund expected to absorb those deficits?

CITY OF PEKIN

ORDINANCE NO. 2743-15/16

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4, ARTICLE C
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SEWER USER CHARGES**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 28TH DAY OF APRIL 2016**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 25TH DAY OF APRIL 2016**

**EFFECTIVE
RATES MAY 1, 2016
PENALTY MAY 5, 2016**

ORDINANCE NO. 2743-15/16

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4, ARTICLE C
SECTION 1, 2-1, 2-2, 2-4, 2-5, 3-1, 3-2, AND 4 OF THE CODE OF THE CITY OF
PEKIN 1995 REGARDING SEWER USER CHARGES**

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

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

WHEREAS, the City of Pekin has maintained or decreased the Local Capital Cost Charge consisting of the Debt Service Charge, the Capital Improvement Charge and the Minimum Charge over the past twenty-four years; and

WHEREAS, the City Council has determined that the treatment plant needed to be improved and expanded in order to provide quality service to the City; and

WHEREAS, the City Council has estimated the annual cost of improvements, the expansion of the treatment plant and the increased capacity of Combined Sewer system to reduce outfalls; and

WHEREAS, the City Council has determined that the appropriate method of defraying the costs of improvements and expansion is to adjust the Minimum Charge and the Volumetric Rate for wastewater facilities in the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City to

amend the City Code regarding Sewer User Charges.

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

1. That Title 4, Chapter 4C, Section 1, be amended by changing the definitions as follows:

CHARGES, TYPES OF:

Minimum Charge: A flat charge to all users for the use of the wastewater facilities.

Operational Charge: A charge for the costs of operation, maintenance, debt service, and equipment replacement for the wastewater treatment plant, sewer lines, and lift stations.

Surcharge: The assessment which is levied on those persons whose waste has a greater concentration of BOD (denoting biochemical oxygen demand) and SS (suspended solids) than the values established in Section 4-4C-2-1

NEW RESIDENT: Any person who has purchased a residence and has not established a full 6 month winter period

USER TYPES:

Residential Home Owner Occupied User All monthly-billed dwelling units such as houses, mobile homes, permanent dwellings which are occupied by the owner of the property.

Residential Rental User: All monthly-billed dwelling units such as houses, mobile homes, permanent multi-family dwellings which are occupied by a leasee or others who are not the owner of the property

User Class: The type of user, "residential home owner occupied, residential rental, institutional/governmental, commercial", or "industrial", as defined herein.

2. That Title 4, Chapter 4C, Section 2-1, Article A, be amended by changing BASIS FOR WASTEWATER CHARGES to read as follows:
 - A. **Wastewater Charge:** The wastewater charge is for the use of and services supplied by the wastewater facilities of the City. The wastewater charge shall consist of the operational charge and the minimum charge.
3. That Title 4, Chapter 4C, Section 2-2, be amended by changing MEASUREMENT OF FLOW to read as follows:

The volume of flow used for computing Volumetric charges and surcharges shall be the actual metered water consumption read, unless the user qualifies for winter averaging (as defined below) or a separate wastewater meter or water meter has been installed in conformance with the requirements of the City.

A. If the user discharging waste into the public sewers procures any part, or all, of his water from sources other than the Illinois-American Water Company - Pekin District, all or a part of which is discharged into the public sewers, said user may be required by the City to install and maintain, at his expense, water meters of a type approved by the Illinois-American Water Company - Pekin District for the purpose of determining the volume of water obtained from these other sources.

B. Devices for measuring the volume of waste discharged may be required by the City if these volumes cannot otherwise be determined from the metered water consumption records.

C. "Winter averaging" will only be allowed for those monthly customers classified as residential home owner occupied user. The usage from the months of November through April will be averaged, and the lesser of this average or the actual metered usage during the summer billing period will be the amount charged for the summer billing period. If a customer has not been serviced for a full period, due to either being a new resident or a part time resident, the Wastewater Billing Department shall use an average usage of 2500 gallons per household. (Ord. No. 2344-03/04 10-27-03) (Ord.No. 2694-13/14 02-10-14)

4. That Title 4, Chapter 4C, Section 2-4, Article A, be deleted in its entirety and be amended to read as follows:

A. **MINIMUM CHARGE:** There is a minimum charge of four dollars (\$4.00) per month to each user of the wastewater facilities of the City. The Minimum Charge will be charged for every user regardless of whether they are present through the winter months, have no water usage, or have had their meter pulled since they are still connected to the sanitary sewer system. The minimum charge will automatically increase by \$0.10 a year until the year of 2026.

B. **OPERATIONAL CHARGE:** This charge is based on the volumetric flow of water to the user (Section 4-4C-2-2) times the established rate (Section 4-4C-2-5).

C. **SURCHARGE:** The charge for having BOD and SS concentrations above normal domestic levels as computed per Section 4-4C-2-3.

5. That Title 4, Chapter 4C, Section 2-5, paragraph two, be amended by changing the **VOLUMETRIC RATE** as follows:

A volumetric rate of two dollars thirty-nine cents (\$2.39) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2011.

A volumetric rate of two dollars eighty-seven cents (\$2.87) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2012.

A volumetric rate of three dollars forty-four cents (\$3.44) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2013.

A volumetric rate of four dollars twenty cents (\$4.20) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2014.

A volumetric rate of five dollars twenty-four cents (\$5.24) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2015.

A volumetric rate of six dollars eighty-two cents (\$6.82) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2016.

A volumetric rate of seven dollars twenty-three cents (\$7.23) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2017

A volumetric rate of seven dollars sixty-six cents (\$7.66) for one thousand (1,000) gallons of metered water consumption shall be applied to all users of the wastewater facilities of the City May 1, 2018.

6. That Title 4, Chapter 4C, Section 3-1 be deleted in its entirety and be amended by the BILLS to read as follows:

Said rates or charges for service shall be payable monthly. Bill amounts will be based on the monthly water usage for the address provided by the water service company then calculated using the current volumetric rate. The owner of the premises, the occupant thereof and the user of the service furnished by the City to such premises are jointly and severally liable therefore to the City.

It shall be the policy of the City of Pekin to send bills for sewer service only to the record owner of the real estate except that the City of Pekin shall have the authority to make reasonable exceptions to this policy.

All sewer bills are due and payable twenty-one (21) days after billing date. If the amount due is not paid within the time period allowed a service charge for late payment shall be assessed of ten percent (10%) on the unpaid balance. (Ord. No. 2682-13/14 06-10-13)

7. That Title 4, Chapter 4C, Section 3-2, be amended by changing the DELINQUENT BILLS to read as follows:

Whenever a bill for sewer service remains unpaid for forty five (45) days the Wastewater Billing Office shall send in a request to have the water service shutoff. Water service will be reinstated upon full payment of the past due wastewater amount, the disconnect fee, administrative fees, and any charges for lost water service revenue. If ninety (90) days after the water service has been shut off and the bill remains unpaid, a lien will be placed on the property for all costs described above plus administrative fees for processing the lien and filed with the Tazewell County Recorder of Deeds (Ord. No. 2682-13/14 06-10-13)

8. That Title 4, Chapter 4C, Section, be amended by changing the EFFECTIVE DATE OF RATES: to read as follows:

The rates and service charges established for user charges in Sections 4-4C-2-3 through 4-4C-2-6 are effective as of May 1, 2011 and as amended April 28, 2016 for rates effective May 1, 2016. All other effective dates remain in full force and effect (Ord. No. 2344 10-27-03) (Ord. No. 2624 08-02-10) (Ord. No. 2743-15/16 04-28-16)

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 28th day of April, 2016; and upon roll call the vote was as follows:

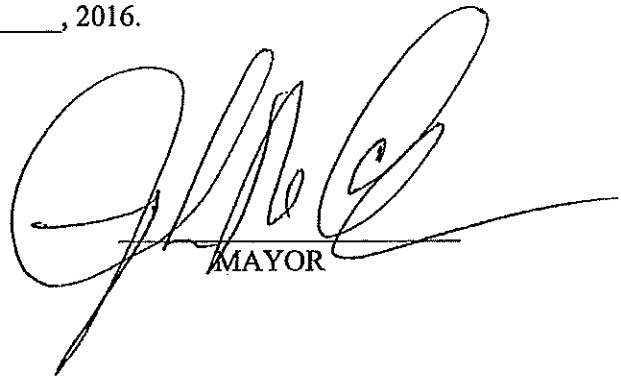
AYES: Abel, Dunn, Orrick, Ritchason, and McCabe

NAYS: Golden and Luft

ABSENT: None

ABSTAINING: None

APPROVED this 28th day of April, 2016.


MAYOR

ATTEST:

Sueⁿ McMillan
CITY CLERK

October 13, 2017

Mayor John McCabe and City Council
City of Pekin
111 South Capitol St.
Pekin, Illinois 61554

Re: Sewer User Rates

Dear Mayor and Council Members:

Section 2.01 of Sewer User Ordinance No. 1611 requires an annual review of the City's sewer user rates at the same time and as a part of the annual audit of the Sewerage Fund financial statements.

COMMENTS ON REVIEW OF RATES

The Sewerage Fund Statement of Net Position at April 30, 2017 reports current assets of \$3,680,144 and current liabilities and the current portion of long-term liabilities of \$2,453,219, resulting in net working capital of \$1,226,925. The working capital increased \$2,102,711 from the previous year.

Capital cost additions to the sewerage system for fiscal year 2017 totaled \$51,046.

The net position of the Sewerage Fund increased \$2,440,566 in fiscal year 2017.

Operating revenues increased \$2,319,834 to \$7,442,116 primarily as a result of the increase user rate fee that went into effect May 1, 2016. Sewer connection fees decreased \$170,455.

Total operating costs were \$3,872,680, an increase of \$2,275 from the previous year. Sewer operation costs increased \$39,990, employees wages, payroll taxes, and benefits decreased \$27,612, maintenance and repairs decreased \$88,301, and depreciation/amortization charges on capital assets increased \$70,453.

In August, 2010 the City Council approved increases in the volumetric rate and surcharge rate to residential and commercial users of the wastewater treatment facility. The new rates were intended to cover operating costs of the plant, maintain sewer lines throughout the City, and accumulate sufficient funds for the debt service obligations of the new bond issue and the IEPA loans.

The new rates, effective May 1, 2011, were as follows:

- A minimum charge of \$3.00 for each user of the wastewater facility;
- A user rate of \$2.39 per thousand gallons of water used effective May 1, 2011 (20.1% increase);
- A user rate of \$2.87 per thousand gallons of water used effective May 1, 2012 (20.1% increase);
- A user rate of \$3.44 per thousand gallons of water used effective May 1, 2013 (19.9% increase);
- A user rate of \$4.20 per thousand gallons of water used effective May 1, 2014 (22.1% increase);
- A user rate of \$5.24 per thousand gallons of water used effective May 1, 2015 (24.8% increase);
- An increase of the surcharge rate to \$.40 per pound of BOD (biochemical oxygen demand) and \$.25 per pound of SS (suspended solids).

On April 28, 2016, the City Council approved increases in the volumetric rate to residential and commercial users of the wastewater treatment facility.

The new rates, effective May 1, 2016 are as follows:

- A minimum charge of \$4.00 per month to each user of the wastewater facility. The minimum charge will automatically increase by \$.10 a year until the year 2026;
- A user rate of \$6.82 per thousand gallons of water used effective May 1, 2016 (30.2% increase);
- A user rate of \$7.23 per thousand gallons of water used effective May 1, 2017 (6.0% increase);
- A user rate of \$7.66 per thousand gallons of water used effective May 1, 2018 (6.0% increase).
- An assessment levied on users whose waste has a greater concentration of BOD (biochemical oxygen demand) and SS (suspended solids) than the values established in Section 4-4C-2-1 of the Municipal Code of the City of Pekin.

Page 3 of this report is a schedule of cash basis revenues and expenditures for fiscal years 2013 through 2017.

Pages 4 and 5 are summaries of selected financial data for the past ten years.

Cash Flow Requirements

Approximately \$3 million is required to pay annual debt service costs.

Capital asset additions will be needed although annual requirements cannot be determined.

The Statement of Cash Flows (Statement 3 of the financial statements) for fiscal year 2017 reports \$5.4 million of cash being generated from operating activities. \$3 million of that amount was used to pay debt service costs; \$51,000 was used to purchase fixed assets; and \$260,000 was transferred to the City's General Fund. \$2.2 million in cash was accumulated in the Sewerage Fund's bank account.

Cash balances should be monitored regularly to assure sufficient amounts are available for operating expenses, debt service requirements, and future capital development needs.

Please contact us if there are questions on these matters.

Yours truly,

By  _____
James Warning, CPA

JW/dl

Enclosures, as above

cc: City Manager
City Corporation Counsel
City Clerk
Finance Director
City Treasurer

CITY OF PEKIN SEWERAGE FUND
REVENUES AND EXPENDITURES (EXCLUDING DEPRECIATION)
FOR FISCAL YEARS 2013-2017

| | FY
2013 | FY
2014 | FY
2015 | FY
2016 | FY
2017 |
|---|--------------|--------------|--------------|--------------|--------------|
| Operating revenue | \$ 3,048,626 | \$ 3,359,919 | \$ 3,852,825 | \$ 5,122,282 | \$ 7,442,116 |
| Interest income | 19,961 | 24,976 | 5,521 | 4,269 | 9,672 |
| Transfer from Solid Waste Fund for billing reimbursements | - | - | 123,679 | - | - |
| Operating expenses (excluding depreciation) (2) | (2,121,058) | (2,023,750) | (2,728,871) | (1,984,746) | (1,916,568) |
| Transfers to General Fund for estimated administration expenses | (114,648) | (114,648) | (114,648) | (243,886) | (259,876) |
| Debt service costs (principal and interest) (1) | (490,510) | (1,016,053) | (2,081,771) | (2,651,285) | (2,999,978) |
| Net cash flow | \$ 342,371 | \$ 230,444 | \$ (943,265) | \$ 246,634 | \$ 2,275,366 |

(1) Debt service costs based on loan amortization schedules.

(2) Depreciation excluded because it does not affect cash flow results.

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
SELECTED FINANCIAL DATA - ASSETS, LIABILITIES, AND NET POSITION
FOR THE TEN YEARS 2008-2017

| Year Ended
April 30. | Unrestricted
Cash | Investments | Receivables | Additions
to Capital
Assets | Total
Assets | Current
Liabilities | Long-Term
Liabilities | Net
Position |
|-------------------------|----------------------|-------------|-------------|-----------------------------------|-----------------|------------------------|--------------------------|-----------------|
| 2017 | \$3,031,320 | \$ - | \$ 648,824 | \$ 51,046 | \$60,037,282 | \$ 284,277 | \$ 41,668,575 | \$ 18,084,430 |
| 2016 | 884,900 | - | 458,914 | 5,056,865 | 59,606,018 | 170,030 | 43,792,124 | 15,643,864 |
| 2015 | 1,889,403 | - | 438,785 | 6,021,845 | 57,419,187 | 400,594 | 41,571,376 | 15,447,217 |
| 2014 | 1,822,637 | - | 574,763 | 9,423,393 | 52,782,494 | 331,399 | 36,168,090 | 16,283,005 |
| 2013 | 2,196,174 | 240,000 | 594,643 | 21,423,831 | 47,058,383 | 1,267,527 | 29,586,900 | 16,203,956 |
| 2012 | 2,402,413 | 240,000 | 253,025 | 9,799,683 | 26,368,138 | 1,174,428 | 8,748,844 | 16,444,866 |
| 2011 | 4,967,211 | 480,267 | 272,162 | 3,394,526 | 23,834,885 | 856,453 | 6,825,000 | 16,153,432 |
| 2010 | 2,100,895 | 2,240,000 | 244,742 | 302,718 | 16,185,130 | 44,158 | - | 16,140,972 |
| 2009 | 32,090 | 4,001,651 | 200,624 | 429,967 | 16,151,392 | 75,415 | - | 16,075,977 |
| 2008 | 179,637 | 3,673,487 | 189,293 | 522,300 | 16,142,663 | 231,926 | - | 15,910,737 |

Information taken from Sewerage Fund Annual Reports, 2008-2017.

CITY OF PEKIN, ILLINOIS
SEWERAGE FUND
SELECTED FINANCIAL DATA - REVENUES AND EXPENSES
FOR THE TEN YEARS 2008-2017

| Year Ended
April 30, | Total
Operating
Revenues | Service
Fees | Other
Fees | Total
Operating
Expenses | Sewer
Operating
Costs | Maintenance
and
Repairs | Depreciation | Billing and
Collection
Costs | Other
Costs | Transfer to
City
General Fund | Net
Income
(Loss) |
|-------------------------|--------------------------------|-----------------|---------------|--------------------------------|-----------------------------|-------------------------------|--------------|------------------------------------|----------------|-------------------------------------|-------------------------|
| 2017 | \$ 7,442,116 | \$7,346,523 | \$ 95,593 | \$3,872,680 | \$ 754,486 | \$ 243,427 | \$ 1,956,112 | \$ 13,390 | \$ 905,265 | \$ 259,876 | \$2,440,566 |
| 2016 | 5,122,282 | 4,881,842 | 270,440 | 3,870,405 | 714,496 | 331,728 | 1,885,659 | 13,912 | 924,610 | 243,886 | 196,647 |
| 2015 | 3,852,825 | 3,722,975 | 129,850 | 4,044,812 | 1,643,858 | 210,334 | 1,315,941 | 58,833 | 815,846 | 114,648 | (835,788) |
| 2014 | 3,359,919 | 3,250,699 | 109,220 | 2,870,388 | 855,567 | 70,667 | 846,638 | 107,702 | 989,814 | 114,648 | 79,049 |
| 2013 | 3,048,626 | 2,916,536 | 132,090 | 2,990,023 | 874,263 | 410,315 | 868,965 | 23,037 | 813,443 | 114,648 | (240,910) |
| 2012 | 2,808,732 | 2,712,689 | 96,043 | 2,491,999 | 743,171 | 241,166 | 726,754 | 119,906 | 661,002 | 114,648 | 291,434 |
| 2011 | 2,433,420 | 2,335,873 | 97,547 | 2,542,050 | 853,269 | 244,323 | 594,248 | 123,315 | 726,895 | 114,648 | 12,460 |
| 2010 | 2,451,896 | 2,325,089 | 126,807 | 2,380,095 | 663,708 | 362,157 | 620,252 | 127,197 | 606,781 | 114,648 | 64,995 |
| 2009 | 2,578,471 | 2,402,996 | 175,475 | 2,355,703 | 584,407 | 423,706 | 613,186 | 121,930 | 612,474 | 114,648 | 165,240 |
| 2008 | 2,722,762 | 2,591,804 | 130,958 | 2,191,511 | 608,924 | 338,061 | 584,970 | 123,689 | 535,867 | 143,099 | 502,035 |

Information taken from Sewerage Fund Annual Reports, 2008-2017.

CITY OF PEKIN

ORDINANCE NO. 2826-18/19

**ORDINANCE AUTHORIZING AN ENTERPRISE FUND TRANSFER POLICY
FOR THE CITY OF PEKIN**

PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 8TH DAY APRIL 2019

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 8TH DAY OF APRIL 2019

EFFECTIVE DATE APRIL 18, 2019

Ordinance No. 2826-18/19
Enterprise Fund Transfer Policy

**ORDINANCE AUTHORIZING AN ENTERPRISE FUND TRANSFER POLICY FOR
THE CITY OF PEKIN**

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 has historically transferred certain amounts from its Enterprise Fund to its General Fund; and

WHEREAS, such transfers were and are based on costs incurred by the General Fund to support the Enterprise Fund as well as revenues foregone by the General Fund as a result of the City's ownership and operation of its Enterprise Funds; and

WHEREAS, the City now intends to memorialize the justification of the transfer of funds from the Enterprise Fund to the General Fund.

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

1. Each finding or statement of fact set forth in the recitals hereto has been examined and has been found to be in all respects true and correct.
2. The City shall implement the Enterprise Fund Transfer Policy in the form attached hereto as Exhibit A.
3. Any modification to the transfer policy shall be undertaken by and through subsequent amendatory actions of the City.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this 8th day of April, 2019; and upon roll call the vote was as follows:

AYES: Schramm, Orrick, Ritchason, Abel, Garrison and McCabe

NAYS: None

ABSENT: Luft

ABSTAINING: None

APPROVED this 8th day of April, 2019

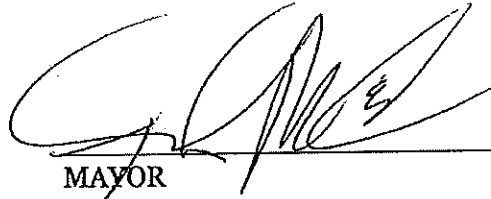
RESULT: ADOPTED [UNANIMOUS]

MOVER: Michael Ritchason, Council Member

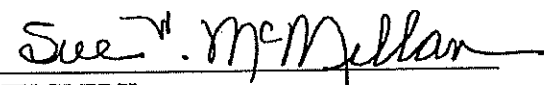
SECONDER: John P Abel, Council Member

AYES: Schramm, Garrison, Orrick, Abel, Ritchason, McCabe

ABSENT: Mark Luft


MAYOR

ATTEST:


CITY CLERK

Enterprise Fund Transfer Policy

Policy: It is the policy of the City of Pekin to allocate funds to and otherwise reimburse its General Fund for costs attributable to its Enterprise Funds (i.e. Sewer, Solid Waste, Bus, and Airport). To the extent any transfer from the Enterprise Fund to the General Fund is made under the methodology established herein, all transfer amounts are considered an expense of the Enterprise Fund.

Guidelines: As a part of its annual budget process (or as a budget amendment), the City shall determine the maximum annual transfer amount from the Enterprise Funds to the General Fund based upon an allocation methodology, the components of which consist of one or all of the following (as further described below): (1) Cost of Service; (2) Operational Franchise Fee Equivalent; (3) Street Maintenance Impact Fee; or (4) Transfers for Capital Expenditures.

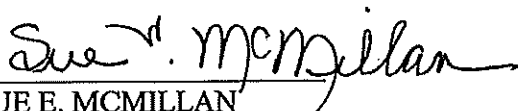
1. **Cost of Service Allocation.** The City shall budget annually, based on the City's review of the costs incurred by the General Fund to support the operations of the Enterprise Fund, a cost of services allocation for the benefit of the Enterprise Fund. The cost of services allocation assumes that the Enterprise Funds are an outside, third-party contractor, which is independent of the City and its General Fund operations. The allocation is based on first determining what percentage Enterprise Fund expenditures are to the total City budget and then multiplying that percentage times the annual expenditure costs for all non-personnel in the General Fund.
2. **Operational Franchise Fee Equivalent.** The City shall budget annually a fee that equals the fee that would have been paid by the Enterprise Fund had services of the Enterprise Fund been provided by a private entity and required to pay a franchise fee to the City for use of the City's right-of-way. The fee shall be charged as a percentage of all revenues of the Enterprise Fund.
3. **Street Maintenance Impact Fee.** The City shall budget annually a cost allocation fee for the impact that vehicles from the Bus and Solid Waste Departments have on City streets. The allocation is based on first determining what percentage Enterprise Fund expenditures are to the total City budget and multiplying that percentage times the annual Street Maintenance Budget.
4. **Transfers for Capital Expenditures.** The City may budget annually a cost for the transfer of funds related to capital expenditures that will benefit an Enterprise Fund but paid for out of the General Fund. For example, there may be instances where an enterprise fund operates out of facility owned by the General Fund. In order to pay for repairs to that facility, the Enterprise Fund may transfer funds to the General Fund for such repairs.

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 8TH DAY OF APRIL 2019 ADOPTED ORDINANCE NO. 2826-18/19 A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 8th DAY OF April, 2019.

(SEAL)


SUE E. MCMILLAN
CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: April 3, 2019

From: Mark Rothert, City Manager

AGENDA ITEM: Enterprise Fund Transfer Policy

AGENDA DATE REQUESTED: April 8, 2019

ACTION REQUESTED: Adopt Ordinance No. 2826-18/19 authorizing an enterprise fund transfer policy for the City of Pekin.

DESCRIPTION: The City of Pekin's current enterprise funds include the Sewer, Solid Waste, Bus Transportation, and Airport operations. Under Generally Accepted Accounting Principles, all organizational costs attributable to the enterprise funds should be charged to such funds and fees collected by the enterprise funds ideally should cover the cost of the enterprise. In recent years however, General Fund administrative personnel and non-personnel costs associated with aiding in the management and oversight of the City's enterprise funds have largely been paid for through the City's General Fund.

It is significant to emphasize that a number of City functions that provide substantial support for these enterprise funds. For example, the work of the Engineering Department ensures necessary coordination to provide easements and rights-of-way for sewer and storm water services of the City. Additionally, there is significant coordination with site plan and development plan review to ensure that sanitation collection can be accomplished in an orderly and efficient manner. Police and fire services are used to protect enterprise fund properties. The Building/Inspections Department enforces the City's Building code, particularly the plumbing code, and is a significant support to the work of both the water and wastewater utilities. The City's economic development efforts benefit the growth of all of the enterprise funds.

If approved and starting with the FY20 budget, the attached ordinance establishes an enterprise fund transfer policy that shall guide transfers between such funds. Annually, the City shall determine the maximum annual transfer amount from the Enterprise Funds to the General Fund based upon an allocation methodology, the components of which consist of one or all of the following (as further described in the policy): (1) Cost of Service; (2) Operational Franchise Fee Equivalent; (3) Street Maintenance Impact Fee; or (4) Transfers for Capital Expenditures.

Resolution No. 103-20/21

Reallocation of Cash Reserves

WHEREAS, the effects of the COVID-19 pandemic and subsequent stay at home executive orders by the State have had a significant impact on the local economy; and

WHEREAS, it is anticipated that general fund revenues of the City from sales tax, food and beverage taxes, use taxes will be reduced in the coming months of the 2020-2021 fiscal year substantially impacting the City's cash flow to pay for city programs and services; and

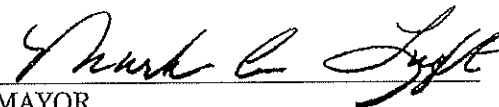
WHEREAS, a strategy to manage anticipated cash flow shortfalls is to transfer funds from the City's enterprise funds to its General Fund.

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

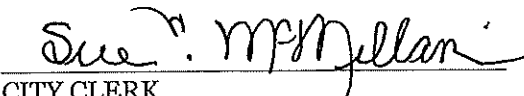
1. The recitals above are true and herein incorporated.
2. The City shall transfer funds from its Enterprise Funds to the General Fund, using principles and guidelines found in Generally Accepted Accounting Principles.
3. The City shall transfer from the following funds the following amounts to the General Fund:

| | |
|------------------------------|-------------|
| a. Bus Department Fund | \$1,213,099 |
| b. Sewer Fund | \$ 860,000 |
| c. Economic Development Fund | \$ 225,000 |

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 11th day of May, 2020.


MAYOR

ATTEST:


CITY CLERK

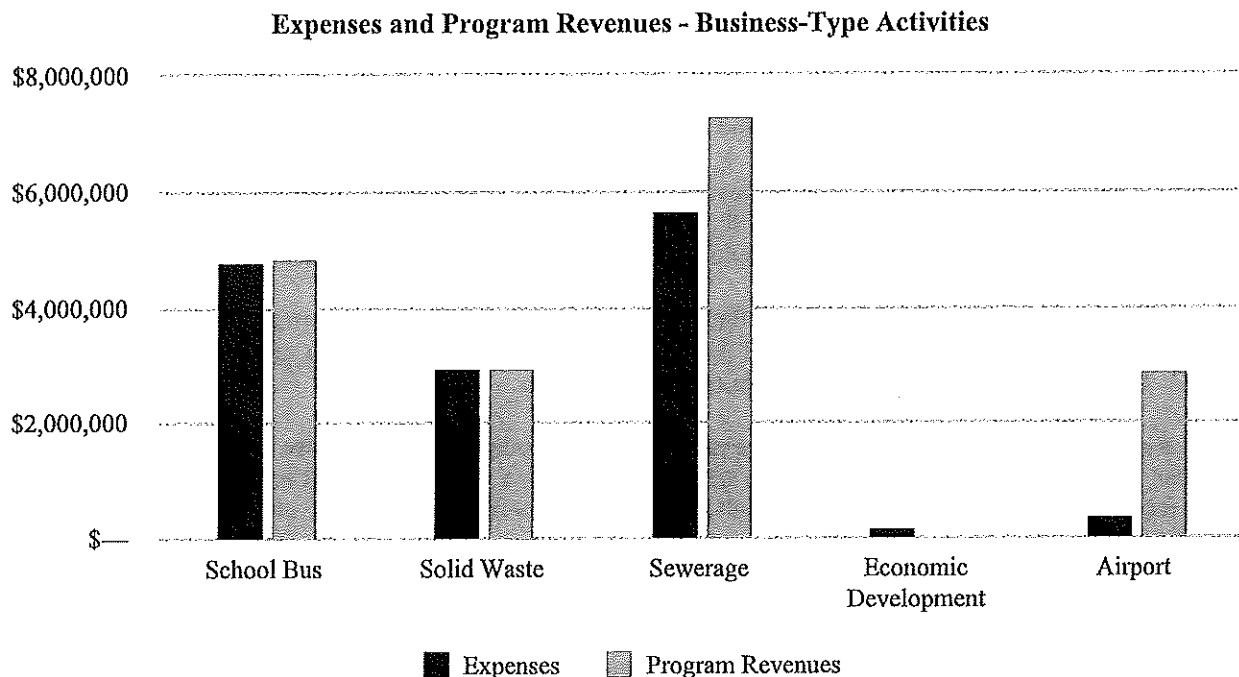
CITY OF PEKIN, ILLINOIS

Management's Discussion and Analysis

April 30, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS - Continued

Business-Type Activities - Continued



The above graph compares program revenues to expenses for the business-type activities.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The City's governmental funds reported combining ending fund balances of \$30,870,479, which is \$8,873,760, or 40.3 percent, higher than last year's total of \$21,996,719. Of the \$30,870,479 total, \$17,287,203, or approximately 56.0 percent, of the fund balance constitutes unassigned fund balance.

The General Fund is the chief operating fund of the City. As mentioned earlier, the General Fund reported an increase in fund balance for the year of \$8,244,544, which is an increase of 88.6 percent. This increase was mostly due to the merging of the Storm Sewer (a sub-fund of the General Fund) into the Sewerage Fund (an Enterprise Fund). This took an approximate \$5.3 million negative fund balance and made it the responsibility of the Sewerage Fund. The merger was done to better associate the expenditures with storm water repairs with the revenues generated for overall sewer income. It also increases financial transparency.

CITY OF PEKIN, ILLINOIS

Management's Discussion and Analysis

April 30, 2020

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS - Continued

Governmental Funds - Continued

Unassigned fund balance in the General Fund was \$17,322,185, which represents 98.7 percent of the total fund balance of the General Fund. As a measure of the General Fund's liquidity, it may be useful to compare unassigned fund balance to total fund expenditures. Unassigned fund balance in the General Fund represents approximately 63.0 percent of total General Fund expenditures.

The Motor Fuel Tax Fund is a major special revenue fund of the City. At the end of the current fiscal year, the Motor Fuel Tax Fund reported an increase in fund balance of \$501,387, or 16.4 percent, resulting in an ending fund balance of \$3,550,616. This increase was due to higher distributions of motor fuel taxes from the state.

The Library Fund is a major special revenue fund of the City. At the end of the current fiscal year, the Library Fund reported an increase in fund balance of \$46,014, or 6.2 percent, resulting in an ending fund balance of \$786,552. This increase is due to continued efforts to manage costs.

The TIF #1 Central Business District Fund is a major special revenue fund of the City. At the end of the current fiscal year, the TIF #1 Central Business District Fund reported an increase in fund balance of \$76,513, or 2.4 percent, resulting in an ending fund balance of \$3,326,160. This increase is due to the planned buildup of reserves to fund future projects.

The Capital Projects Fund is a fund of the City. At the end of the current fiscal year, the Capital Projects Fund reported an increase in fund balance of \$150,059, or 3.5 percent, resulting in an ending fund balance of \$4,384,326. This increase is due to normal variance in timing projects.

Proprietary Funds

The City's proprietary fund provides the same type of information found in the government-wide financial statements, but in more detail.

The City reports the School Bus, Solid Waste, Sewerage, and Airport Funds as a major proprietary funds.

The School Bus Fund reported a decrease in net position of \$674,775, or 29.5 percent, resulting in an ending net position of \$1,615,450. Unrestricted net position in the School Bus Fund totaled \$849,691 at April 30, 2020. The decrease in the current year is due to lower revenues and implementation of the new enterprise fund transfer policy.

The Solid Waste Fund reported a decrease in net position of \$404,975, or 14.0 percent, resulting in an ending net position deficit of \$3,303,663. Unrestricted net position in the Solid Waste Fund totaled a deficit of \$4,367,935 at April 30, 2020. The decrease in the current year is due to the implementation of the new enterprise fund transfer policy.

The Sewerage Fund reported a decrease in net position of \$5,096,448, or 22.7 percent, resulting in an ending net position of \$17,357,217. Unrestricted net position in the Sewerage Fund totaled \$1,327,011 at April 30, 2020. The decrease in the current year is due to the merging of the Storm Water Subfund into the Sewerage Fund.

The Airport Fund reported an increase in net position of \$2,460,681, or 280.8 percent, resulting in an ending net position of \$3,336,881. Unrestricted net position in the Airport Fund totaled \$1,527,583 at April 30, 2020. The increase in the current year is due to state funding of certain airport capital improvement projects.



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 TUESDAY, FEBRUARY 22, 2022
AT 8:30 O'CLOCK A.M.
BECKY CLOYD * MAYOR PRO TEM * PRESIDING

Notice of a Special City Council Meeting was properly posted and received by the Council on February 17, 2022. The purpose of the meeting was to conduct Work Session #1 to discuss the Public Works Department Draft Budget FY23.

CALL TO ORDER

Mayor Pro Tem Becky Cloyd called the meeting to order at 8:33 a.m. It was noted the following Council Members were in attendance physically or absent. A quorum was present.

| Attendee Name | Title | Status | Arrived |
|---------------|---------------|---------|---------|
| Becky Cloyd | Councilwoman | Present | 8:30 AM |
| Rick Hilst | Councilman | Present | 8:30 AM |
| Karen Hohimer | Councilwoman | Absent | |
| Dave Nutter | Councilman | Present | 8:30 AM |
| Lloyd Orrick | Mayor Pro-Tem | Present | 8:30 AM |
| John P Abel | Councilman | Present | 8:30 AM |
| Mark Luft | Mayor | Absent | |

APPROVE AGENDA

Motion by Council Member Orrick, seconded by Council Member Abel that the agenda be approved as presented. Motion carried by voice vote.

PUBLIC PORTION

No one from the public was in attendance. No public input was received.

COMMUNICATIONS

City Manager Mark Rothert distributed The Public Works Administration and City Engineer Budget. He suggested the accounts, previous year's figures, and preliminary FY23 dollar amounts could be read on the Council Members own. Mr. Rothert next presented a list of key policies of each of the divisions in Public Works Department. He sought Council's direction on the following discussed operations:

KEY POLICY ISSUES FOR DISCUSSION THAT HAVE BUDGETARY IMPACT

Sewer

- Operated as an Enterprise Fund that is supposed to be self-sustaining
- Rate at \$7.66/1000 gallons of water used
- Rate has not increased in 5 years (2017)

- Capital need to do more storm sewer projects and sewer linings
- City has been spending down reserves over past several years to address storm water flooding issues
- Other signature project: CSO Phase 3B and 3C - \$15 + million cost that is required by Consent decree by the Illinois EPA. This project will require the use recent ARPA funds received totaling \$11.5 million

Derby Street sewers need to be relined but not in Hanson Improvement Project. It was Council and staff's recommendation to reline prior to reconstruction of the street. Council also discussed sewer rates that winter averaging was an issue; do away with capital fee; raise volumetric rate as a more fair bases for users. City Engineer Josie Esker was asked to show the origin, including BDD Fund, and distribution of money for sewer infrastructure projects in the Capital Improvement Budget. Public Works Director was asked to present information for potential revenue from Refuse Haulers

Solid Waste

- Operated as an Enterprise Fund that is supposed to be self-sustaining
- Rate at \$20 per month versus \$21 per month
- Need for capital reserve funding for new trucks annually
- Enterprise Transfer to General Fund creates cash flow that can be monetized for infrastructure improvements. Every \$100,000 transferred can provide the debt service on a \$1,380,000, 20-year bond at 2.5%
- Expansion into extra-territorial areas near the city (Country Club or Normandale)
- Expansion into commercial solid waste collection; subcontracting commercial waste Collection to one private entity; or establishing a higher commercial waste hauling fee

Fee not increased in last 3-4 years. Question was asked to look at leasing but not best option with not having right side standup an additional person would be needed per truck. It was stated the City bid included increase to \$21 but Council did not agree to change the Code to follow the submitted plan. Discussion continued regarding franchise for waste haulers; informational flyer to Country Club residents if interest in City collection; necessity of recycling and yardwaste collection – disadvantage dumpsites hard to maintain; staff received direction to survey Country Club residents if interested in solid waste collection in March.

Streets

- Operated through the General Fund
- Update on the hiring of additional staff in FY22 and its impact
- Alley plowing policy
- Sidewalk snow maintenance policy
- Tree removal policy
- Levels of service desired (crack filling / Sidewalk repair / Concrete patching on concrete Roads). This will take additional people and equipment, all at a cost

Next discussion continued on each of the above topics. The additional personnel and trucks purchase last year were obviously a benefit during the last 2 months of heavy snowfall. The Street Department would ask to replace a 2001 truck in the next budget. Plans for amending the code to include fines for violation of not removing snow from sidewalks. A letter to advise businesses and residents would be mailed first. Council was told there were 26 miles of alleys and the street department did not have the manpower or trucks to maintain them. It was suggested to document safety issues, survey residents regarding the amount of use, and to define the City policy on alley maintenance approved at Council level. Discussion moved to tree removal, the City's present contract with Topless Tree and the advantages and disadvantages of operations in-house. The contract would be reevaluated next year. The code provides that it is the City's responsibility to remove dead trees from the right-of-way.

Public Property

- Operated through the General Fund
- Maintenance of public grounds: In-house staff (yard crew) vs. outsourcing
- Inspections lots and recouping costs
- Purchase of property

Next Public Property Supervisor Jayson Brien reported on the Request for Proposals for City property maintenance. Bidders would be asked to submit lawn care by 1 or more of the 8 different districts. Opening was scheduled for 10:00 a.m. Council Member Nutter expressed his opinion that the City should sell those properties not needed for the use of the City. The City would not be able to on-board 10 employees in the short 6 weeks to begin mowing. The hybrid contracted district will be beneficial for one year to see if contractors are able to keep up with maintenance. A year round grounds person was discussed that could include licensed sprayer.

Fleet Maintenance

- Operated through the General Fund as an internal service fund
- Mechanic is approved by Council, but vacant at the moment.

Airport

- Operated as an Enterprise Fund that is supposed to be self-sustaining.
- Maintain operations.
- Impact will be through proposed capital projects in forthcoming Capital Improvement Plan

Capital Fund

- Impact will be through proposed capital projects in forthcoming Capital Improvement Plan

MFT Fund

- Impact will be through proposed capital projects in forthcoming Capital Improvement Plan

City Manager Rothert advised the members that Capital and MFT Funds would be discussed in the Capital Budget Work Session. He announced also that the next work session would be March 7, 2022 for Fire Department Budget. The Council would decide at the next Council Meeting the 8:30 a.m. or 5:30 p.m. start.

There being no further business to come before the Council, a motion was made by Council Member Nutter, seconded by Council Member Abel to adjourn the meeting. Motion carried by voice vote.

Alternate Mayor Pro Tem Abel adjourned the meeting

COUNCIL ADJOURNED AT 11:05 A.M.

Sue E. McMillan
City Clerk

**REQUEST FOR COUNCIL ACTION**

Agenda Date: April 22, 2024
To: Members of the City Council
From: John Dossey, City Manager

AGENDA ITEM: Resolution No. 130-23/24 Approving a Cost of Living Adjustment for Non-Union Employees in the FY25 Budget

DESCRIPTION: Policy No. 24-20/21 that calls for Council approval of any cost of living adjustment (COLA) for non-union employees by April 30th of each year, before the start of the City's next fiscal year budget. Staff is proposing a 3% COLA increase for FY25. While the City's budget is under pressure, it is still imperative to maintain competitive pay and benefits to avoid the much more damaging effect of losing skilled employees. COLAs are increases in compensation intended to help employees maintain the value of their compensation against inflation. These increases are not viewed as merit increases based on performance but should be considered a way to maintain our employees' earning power. Merit increases will be considered by management on a case-by-case basis.

Past COLAs, inflation rates, and social security increases are shown below:

| Year | City COLA Approved | Inflation Rate (BLS.gov, Midwest B/C) | Social Security Increase (SSA.gov) |
|------|--------------------|---------------------------------------|------------------------------------|
| 2024 | 3% (proposed) | 2.6% (data through March) | 3.2% |
| 2023 | 2.5% | 3.9% | 8.7% |
| 2022 | 3% | 8.1% | 5.9% |
| 2021 | 1.09% | 5.4% | 1.3% |
| 2020 | | 0.9% | 1.6% |
| 2019 | | 1.5% | 2.8% |

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

Notes: The total cost to the budget for FY2025 for 3% COLA is approximately \$120k.

REVIEWED BY:

Katherine Swise, City Attorney

Approved - 4/17/2024

Robert Grogan, Finance Consultant
John Dossey, City Manager
Sue McMillan, City Clerk

Approved - 4/17/2024
Approved - 4/17/2024
New -

Resolution No. 130-23/24 Approving a Cost of Living Adjustment for Non-Union Employees in the FY25 Budget

WHEREAS, the City Council adopted Policy No 24-20/21 that calls for Council approval of any cost of living adjustment (COLA) for non-union employees by April 30th of each year, before the start of the City's next fiscal year budget; and

WHEREAS, COLAs are increases to base salary to counteract the effects of inflation; and

WHEREAS, the Consumer Price Index or CPI, annual Social Security Administration adjustments, and other factors indicate inflation as experienced by consumers in their day-to-day living expenses; and

WHEREAS, based on a comparative analysis of changes in inflation, the City Council finds it in the best interest of the City to adopt a COLA for non-union employees for Fiscal Year 2024-2025 at rate of 3.0%.

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

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

Section 2. The City Council adopts and approves a 3.0% COLA for non-union employee wages for Fiscal Year 2023-2024.

| | |
|------------------|-----------------|
| RESULT: | (0 TO 0) |
| MOVER: | None |
| SECONDER: | None |
| AYES: | None |
| NAYS: | None |
| ABSTAIN: | None |
| ABSENT: | |

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: April 22, 2024
To: Members of the City Council
From: John Dossey, City Manager

AGENDA ITEM: Ordinance No. 4188-23/24 Approving the Fiscal Year 2024-2025 Annual Budget

DESCRIPTION: The FY25 City of Pekin Budget establishes projected revenues and spending limits by Fund, Department, and Category (Personnel, Contractual, Commodities, Capital Outlay, Transfers, Debt Service, Contingency, Grants/Economic Assistance, and Other). Supporting documents are also attached to show the general ledger accounts that make up the categories. Also included is the FY25 Capital Improvement Plan to outline the City's intended capital projects and their funding sources for the coming year. Spending is in addition to the Budget limits on spending, individual expenditures are limited by the City's Procurement Policy. The Contingency category in the General Fund General Operations cannot be spent at any level without City Council approval, it's use is at their sole discretion.

FINANCIAL IMPACT:

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:
 Notes:

REVIEWED BY:

Katherine Swise, City Attorney
 Robert Grogan, Finance Consultant
 John Dossey, City Manager
 Sue McMillan, City Clerk

Approved - 4/18/2024
 Approved - 4/19/2024
 Approved - 4/19/2024
 New -

Ordinance No. 4188-23/24 Approving the Fiscal Year 2024-2025 Annual Budget

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 has adopted the Budget System of authorizing expenditures in lieu of the appropriation process, as provided in 65 ILCS 5/8-2-9.1 – 9.10; and

WHEREAS, after due notice given, a public hearing was held before the City Council of the City of Pekin on April 8, 2024, for the purpose of considering the adoption of a budget ordinance; and

WHEREAS, the City Council of the City of Pekin has reviewed the proposed budget for fiscal year 2024–2025 and finds it to be in the best interests of the City.

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

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

Section 2. The Fiscal Year 2024-2025 Budget for the City of Pekin, attached hereto as Exhibit A, is hereby adopted and approved as presented. The Budget as adopted shall be in effect commencing May 1, 2024.

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

Section 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, approval and ten (10) day period of publication in the manner provided by law.

| | |
|------------------|-----------------|
| RESULT: | (0 TO 0) |
| MOVER: | None |
| SECONDER: | None |
| AYES: | None |
| NAYS: | None |
| ABSTAIN: | None |
| ABSENT: | |

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

Mayor

ATTEST:

City Clerk



Fiscal Year 2025
May 1, 2024 to April 30, 2025
Annual Budget

Proposed as of
4/22/2024

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City of Pekin Fiscal 2025 Budget

4/19/24 4:17 PM

| FUND or DEPARTMENT | ACCOUNT TYPE | FY21 Unaudited Actual | FY22 Unaudited Actual | FY23 Unaudited Actual | FY23 Budget | FY24 Amended Budget | FY24 Projected | FY25 Preliminary Budget | Comments |
|------------------------------|---------------------------------|-----------------------|-----------------------|-----------------------|--------------------|---------------------|--------------------|-------------------------|---|
| GENERAL FUND | | | | | | | | | |
| City Council and CMO (001) | | | | | | | | | |
| | Revenue | - | - | - | - | - | - | - | |
| | Expense | | | | | | | | |
| | Personnel | 185,802 | 150,585 | 153,514 | 143,669 | 201,110 | 86,305 | 221,665 | |
| | Contractual | 25,395 | 33,202 | 73,191 | 50,980 | 36,600 | 36,544 | 37,940 | |
| | Commodities | 606 | 582 | 268 | 450 | 250 | 1,677 | 700 | |
| | Capital Outlay | - | - | - | - | - | - | - | |
| | Other | 1,363 | 40 | 65 | - | - | 622 | - | |
| | Total Expense | 213,165 | 184,409 | 227,037 | 195,099 | 237,960 | 125,148 | 260,305 | |
| | Net Surplus or (Deficit) | (213,165) | (184,409) | (227,037) | (195,099) | (237,960) | (125,148) | (260,305) | |
| City Clerk (004) | | | | | | | | | |
| | Revenue | 249,127 | 403,292 | 111,784 | 312,185 | 288,064 | 101,842 | 312,725 | Fee increases not in Budget |
| | Expense | | | | | | | | |
| | Personnel | 202,941 | 214,311 | 210,008 | 223,187 | 218,184 | 217,325 | 205,441 | |
| | Contractual | 16,722 | 33,542 | 20,777 | 24,058 | 21,585 | 18,116 | 120,200 | |
| | Commodities | 677 | 543 | 480 | 290 | 400 | 568 | 800 | |
| | Capital Outlay | - | - | - | - | - | - | - | |
| | Transfers | 191,500 | 607,943 | - | 220,000 | 200,000 | - | 219,998 | |
| | Other | - | - | - | - | - | - | - | |
| | Total Expense | 411,840 | 856,339 | 231,265 | 467,535 | 440,169 | 236,010 | 546,439 | |
| | Net Surplus or (Deficit) | (162,714) | (453,048) | (119,481) | (155,350) | (152,105) | (134,168) | (233,714) | |
| City Attorney (003) | | | | | | | | | |
| | Revenue | - | - | - | - | - | - | - | |
| | Expense | | | | | | | | |
| | Personnel | - | - | - | - | 194,433 | - | - | Eliminates 2 FTE |
| | Contractual | 357,193 | 273,836 | 376,533 | 267,500 | 127,500 | 294,104 | 300,000 | |
| | Commodities | - | - | - | - | 3,750 | - | - | |
| | Capital Outlay | - | - | - | - | - | - | - | |
| | Other | - | - | - | - | - | - | - | |
| | Total Expense | 357,193 | 273,836 | 376,533 | 267,500 | 325,683 | 294,104 | 300,000 | |
| | Net Surplus or (Deficit) | (357,193) | (273,836) | (376,533) | (267,500) | (325,683) | (294,104) | (300,000) | |
| Finance (006) | | | | | | | | | |
| | Revenue | 7 | - | - | - | - | - | - | |
| | Expense | | | | | | | | |
| | Personnel | 301,123 | 383,915 | 408,837 | 423,198 | 441,253 | 388,467 | 380,883 | |
| | Contractual | 48,966 | 26,820 | 83,452 | 38,775 | 100,050 | 161,526 | 173,600 | |
| | Commodities | 3,724 | 5,423 | 5,736 | 5,650 | 6,200 | 4,769 | 7,000 | |
| | Capital Outlay | - | - | - | - | - | - | - | |
| | Other | 52 | - | - | - | - | 334 | - | |
| | Total Expense | 353,865 | 416,158 | 498,024 | 467,623 | 547,503 | 555,096 | 561,483 | |
| | Net Surplus or (Deficit) | (353,858) | (416,158) | (498,024) | (467,623) | (547,503) | (555,096) | (561,483) | |
| Human Resources (005) | | | | | | | | | |
| | Revenue | - | 20 | - | - | - | - | - | |
| | Expense | | | | | | | | |
| | Personnel | 130,920 | 139,012 | 20,237 | 177,480 | 163,728 | 97,180 | 160,672 | |
| | Contractual | 34,074 | 29,058 | 65,906 | 60,840 | 80,900 | 119,615 | 109,000 | |
| | Commodities | 1,191 | 1,136 | 216 | 1,665 | 1,350 | 458 | 1,100 | |
| | Capital Outlay | - | - | - | - | - | - | - | |
| | Other | 5,032 | 37 | 414 | - | - | 496 | - | |
| | Total Expense | 171,216 | 169,242 | 86,772 | 239,985 | 245,978 | 217,750 | 270,772 | |
| | Net Surplus or (Deficit) | (171,216) | (169,222) | (86,772) | (239,985) | (245,978) | (217,750) | (270,772) | |
| Information Technology (009) | | | | | | | | | |
| | Revenue | - | - | - | - | - | - | - | |
| | Expense | | | | | | | | |
| | Personnel | 149,309 | 158,399 | 70,377 | 139,345 | 145,025 | 167,265 | 214,615 | Add one FTE |
| | Contractual | 766,170 | 1,075,429 | 793,282 | 1,111,900 | 1,410,400 | 1,307,399 | 877,269 | Single Dept Software costs shifted to depts |
| | Commodities | 274,855 | 235,533 | 57,792 | 296,700 | 475,300 | 517,375 | 378,300 | |
| | Capital Outlay | - | - | - | - | - | - | - | |
| | Other | - | - | 103 | - | - | 124 | - | |
| | Total Expense | 1,190,334 | 1,469,362 | 921,554 | 1,547,945 | 2,030,725 | 1,992,162 | 1,470,184 | |
| | Net Surplus or (Deficit) | (1,190,334) | (1,469,362) | (921,554) | (1,547,945) | (2,030,725) | (1,992,162) | (1,470,184) | |

| | | | | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--|
| General Operations (990) | | | | | | | | |
| Revenue | 32,558,076 | 38,993,593 | 33,298,453 | 29,694,857 | 34,233,438 | 33,191,960 | 49,816,432 | includes 4m new utility tax |
| Expense | | | | | | | | |
| Personnel | 543,554 | (543,554) | - | - | - | - | - | |
| Contractual | 271,126 | 290,144 | 307,530 | 287,426 | 396,200 | 210,842 | 457,500 | |
| Commodities | 5,934 | 1,204 | (106) | - | - | (2,025) | - | |
| Capital Outlay | 59,752 | 1,481,894 | (1,458) | - | - | - | 14,250,000 | |
| Debt Service | 810,218 | 361,006 | 389,379 | 382,253 | 382,253 | 101,456 | 114,862 | |
| Contingency | 41,694 | 47,303 | 497,502 | 368,792 | 50,000 | - | 500,000 | |
| Grants/Econ Assistance | 735,100 | 800 | - | - | - | - | - | |
| Transfers | 367,814 | 5,649,345 | 4,839,471 | 5,867,633 | 10,971,933 | 5,786,552 | 7,818,081 | |
| Other | 6,469 | 43 | 786 | - | - | 439 | - | |
| Total Expense | 2,841,661 | 7,288,186 | 6,033,104 | 6,906,104 | 11,800,386 | 6,097,262 | 23,140,444 | |
| Net Surplus or (Deficit) | 29,716,415 | 31,705,406 | 27,265,349 | 22,788,753 | 22,433,052 | 27,094,697 | 26,675,988 | |
| Zoning & Building Inspections (793) | | | | | | | | |
| Revenue | 135,789 | 249,842 | 255,006 | 250,600 | 246,800 | 270,918 | 270,200 | fee increases not in budget |
| Expense | | | | | | | | |
| Personnel | 41,561 | 9,853 | 134,676 | 246,496 | 440,279 | 233,956 | 395,409 | |
| Contractual | 286,061 | 386,197 | 120,486 | 135,657 | 84,740 | 78,493 | 150,260 | |
| Commodities | 951 | 1,292 | 1,438 | 2,550 | 10,500 | 1,444 | 16,000 | |
| Capital Outlay | - | - | - | - | 84,000 | - | - | |
| Other | - | - | - | - | - | - | - | |
| Total Expense | 328,573 | 397,342 | 256,600 | 384,703 | 619,519 | 313,893 | 561,669 | |
| Net Surplus or (Deficit) | (192,784) | (147,500) | (1,594) | (134,103) | (372,719) | (42,975) | (291,469) | |
| Fire (034) | | | | | | | | |
| Revenue | 759,083 | 709,820 | 795,541 | 700,306 | 730,100 | 813,455 | 752,971 | |
| Expense | | | | | | | | |
| Personnel | 6,857,262 | 7,031,551 | 7,489,242 | 7,387,660 | 7,005,420 | 7,626,879 | 7,589,339 | |
| Contractual | 933,841 | 961,319 | 863,527 | 736,402 | 828,950 | 844,044 | 989,305 | |
| Commodities | 280,488 | 339,750 | 368,585 | 294,792 | 259,300 | 197,629 | 272,800 | |
| Capital Outlay | 102,723 | 11,041 | 120,950 | 10,000 | 100,000 | 36,188 | 1,000,000 | |
| Contingency | - | - | - | - | 50,000 | - | 50,000 | |
| Other | 745 | 235 | 1,315 | 1,000 | 1,000 | 501 | 1,000 | |
| Total Expense | 8,175,058 | 8,343,895 | 8,843,619 | 8,429,854 | 8,244,670 | 8,705,240 | 9,902,444 | |
| Net Surplus or (Deficit) | (7,415,975) | (7,634,075) | (8,048,078) | (7,729,548) | (7,514,570) | (7,891,785) | (9,149,473) | |
| Police Revenue (760) | | | | | | | | |
| Revenue | 528,802 | 602,351 | 671,793 | 559,575 | 807,902 | 906,654 | 670,300 | |
| Expense | | | | | | | | |
| Personnel | - | - | - | - | - | - | 45,000 | now certain grant and OT reimb booked in 760 |
| Contractual | - | - | - | - | - | - | 61,000 | |
| Commodities | - | - | - | - | - | - | - | |
| Capital Outlay | - | - | - | - | 226,802 | 226,802 | - | |
| Total Expense | - | - | - | - | 226,802 | 226,802 | 106,000 | |
| Net Surplus or (Deficit) | 528,802 | 602,351 | 671,793 | 559,575 | 581,100 | 679,852 | 564,300 | |
| Police Patrol (761) | | | | | | | | |
| Revenue | - | - | - | - | - | - | - | |
| Expense | | | | | | | | |
| Personnel | 5,135,577 | 5,417,111 | 5,586,183 | 5,873,140 | 5,761,860 | 5,822,987 | 6,040,780 | |
| Contractual | 1,321,335 | 1,713,307 | 1,209,461 | 1,478,005 | 1,750,482 | 1,624,846 | 2,056,160 | |
| Commodities | 130,472 | 156,558 | 251,816 | 212,791 | 328,000 | 289,084 | 295,000 | |
| Other | 592 | 773 | 2,326 | 1,500 | 2,500 | 1,891 | 5,000 | |
| Total Expense | 6,587,976 | 7,287,748 | 7,049,786 | 7,565,436 | 7,842,842 | 7,738,807 | 8,396,940 | |
| Net Surplus or (Deficit) | (6,587,976) | (7,287,748) | (7,049,786) | (7,565,436) | (7,842,842) | (7,738,807) | (8,396,940) | |
| Police Special Serv/Investigations (763) | | | | | | | | |
| Revenue | - | - | - | - | - | - | - | |
| Expense | | | | | | | | |
| Personnel | 1,504,125 | 1,395,327 | 1,310,926 | 1,077,355 | 1,505,863 | 1,573,144 | 1,698,714 | |
| Contractual | 28,022 | 48,210 | 35,248 | 68,840 | 83,400 | 31,092 | 81,350 | |
| Commodities | 11,282 | 9,825 | 14,750 | 23,676 | 12,100 | 28,489 | 23,100 | |
| Other | - | - | - | 500 | - | - | 1,000 | |
| Total Expense | 1,543,429 | 1,453,363 | 1,360,924 | 1,170,371 | 1,601,363 | 1,632,725 | 1,804,164 | |
| Net Surplus or (Deficit) | (1,543,429) | (1,453,363) | (1,360,924) | (1,170,371) | (1,601,363) | (1,632,725) | (1,804,164) | |
| Police Records (764) | | | | | | | | |
| Revenue | - | - | - | - | - | - | - | |
| Expense | | | | | | | | |
| Personnel | 472,959 | 533,300 | 502,103 | 614,008 | 517,113 | 546,728 | 573,253 | |
| Contractual | 4,210 | 6,225 | 6,037 | 6,550 | 8,500 | 9,542 | 15,000 | |
| Commodities | 6,851 | 8,551 | 7,152 | 9,600 | 13,000 | 7,426 | 13,500 | |
| Other | - | - | - | 1,000 | - | - | 500 | |
| Total Expense | 484,019 | 548,077 | 515,293 | 631,158 | 538,613 | 563,696 | 602,253 | |
| Net Surplus or (Deficit) | (484,019) | (548,077) | (515,293) | (631,158) | (538,613) | (563,696) | (602,253) | |

Police Code Enforcement (766)

| | | | | | | | |
|---------------------------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Revenue | - | - | - | - | - | - | - |
| Expense | | | | | | | |
| Personnel | 57,848 | 133,346 | 143,328 | 175,924 | 239,054 | 169,006 | 244,229 |
| Contractual | 23,897 | 190,178 | 156,854 | 116,045 | 314,800 | 212,804 | 376,014 |
| Commodities | 743 | 3,673 | 8,015 | 8,640 | 10,000 | 9,338 | 19,400 |
| Other | - | - | 50 | - | - | - | 1,000 |
| Total Expense | <u>82,488</u> | <u>327,197</u> | <u>308,248</u> | <u>300,609</u> | <u>563,854</u> | <u>391,148</u> | <u>640,643</u> |
| Net Surplus or (Deficit) | (82,488) | (327,197) | (308,248) | (300,609) | (563,854) | (391,148) | (640,643) |

Public Works Admin and City Engineer (007)

| | | | | | | | |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Revenue | - | - | - | - | - | - | - |
| Expense | | | | | | | |
| Personnel | 189,393 | 211,786 | 255,063 | 354,077 | 381,403 | 260,841 | 392,845 |
| Contractual | 123,997 | 144,783 | 142,096 | 152,150 | 149,000 | 127,231 | 188,800 |
| Capital Outlay | 48,414 | 1,047 | - | - | - | - | - |
| Commodities | 3,497 | 5,852 | 6,582 | 6,650 | 5,800 | 7,461 | 7,000 |
| Other | 50 | - | 34 | - | - | - | - |
| Total Expense | <u>365,351</u> | <u>363,468</u> | <u>403,776</u> | <u>512,877</u> | <u>536,203</u> | <u>395,533</u> | <u>588,645</u> |
| Net Surplus or (Deficit) | (365,351) | (363,468) | (403,776) | (512,877) | (536,203) | (395,533) | (588,645) |

Streets (032)

| | | | | | | | | |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|----------------------|
| Revenue | 523,548 | 467,313 | 527,994 | 405,000 | 504,500 | 454,816 | 418,000 | |
| Expense | | | | | | | | |
| Personnel | 832,421 | 901,574 | 854,642 | 1,069,813 | 926,619 | 1,106,078 | 1,245,867 | added two street FTE |
| Contractual | 358,196 | 610,971 | 682,727 | 527,462 | 956,800 | 834,943 | 849,250 | |
| Capital Outlay | 186,145 | 451,557 | 139,701 | 85,000 | 305,584 | 50,158 | 490,000 | |
| Commodities | 160,549 | 106,526 | 194,325 | 182,418 | 518,050 | 373,423 | 331,050 | |
| Debt Service | - | - | - | - | - | - | 5,786 | |
| Other | 58 | 135 | - | - | - | 108 | - | |
| Total Expense | <u>1,537,369</u> | <u>2,070,763</u> | <u>1,871,394</u> | <u>1,864,693</u> | <u>2,707,053</u> | <u>2,364,709</u> | <u>2,921,953</u> | |
| Net Surplus or (Deficit) | (1,013,821) | (1,603,449) | (1,343,400) | (1,459,693) | (2,202,553) | (1,909,893) | (2,503,953) | |

Public Property (068)

| | | | | | | | | |
|---------------------------------|------------------|----------------|------------------|------------------|------------------|------------------|------------------|--|
| Revenue | 204,526 | 244,126 | 274,696 | 225,000 | 261,643 | 275,000 | 305,000 | |
| Expense | | | | | | | | |
| Personnel | 190,535 | 407,649 | 479,651 | 323,148 | 396,415 | 422,726 | 423,342 | |
| Contractual | 988,946 | 468,812 | 713,632 | 616,350 | 639,300 | 711,128 | 731,200 | |
| Capital Outlay | - | - | - | - | 45,000 | - | - | |
| Commodities | 79,299 | 120,555 | 68,005 | 101,550 | 76,250 | 41,073 | 53,550 | |
| Contingency | - | - | - | - | - | - | 50,000 | |
| Other | - | 500 | 108 | - | 1,000 | - | 1,000 | |
| Total Expense | <u>1,258,780</u> | <u>997,516</u> | <u>1,261,396</u> | <u>1,041,048</u> | <u>1,157,965</u> | <u>1,174,927</u> | <u>1,259,092</u> | |
| Net Surplus or (Deficit) | (1,054,254) | (753,390) | (986,699) | (816,048) | (896,322) | (899,927) | (954,092) | |

| | | | | | | | |
|---|-------------------|-------------------|-------------------|-------------------|--------------------|-------------------|-------------------|
| GENERAL FUND TOTAL REVENUE | 34,958,958 | 41,670,357 | 35,935,268 | 32,147,523 | 37,072,447 | 36,014,644 | 52,545,628 |
| GENERAL FUND TOTAL EXPENSE | 25,902,318 | 32,446,902 | 30,245,325 | 31,992,541 | 39,667,288 | 33,025,011 | 53,333,428 |
| GENERAL FUND TOTAL NET SURPLUS (DEFICIT) | 9,056,640 | 9,223,454 | 5,689,942 | 154,983 | (2,594,841) | 2,989,633 | (787,800) |

3/31/2024

General Fund Cash Bal

13,723,944

OTHER GOVERNMENTAL FUNDS: CAPITAL PROJECTS AND SPECIAL REVENUE

Capital Projects Fund - Capital (445)

| | | | | | | | |
|---------------------------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Revenue | 488,770 | 2,532,418 | 646,037 | 4,314,017 | 6,125,136 | 567,464 | 1,440,000 |
| Expense | | | | | | | |
| Contractual | 789,276 | 872,511 | 1,861,240 | 2,402,500 | 1,867,000 | 1,635,513 | 640,000 |
| Capital Outlay | 110,711 | 3,943,556 | 880,614 | 1,685,000 | 5,173,110 | 989,867 | 800,000 |
| Debt Service | 20,685 | 30,238 | 84,169 | 38,147 | 187,544 | 273,210 | - |
| Other | - | - | 86 | - | - | - | - |
| Total Expense | <u>920,672</u> | <u>4,846,304</u> | <u>2,826,108</u> | <u>4,125,647</u> | <u>7,227,654</u> | <u>2,898,591</u> | <u>1,440,000</u> |
| Net Surplus or (Deficit) | (431,902) | (2,313,886) | (2,180,071) | 188,370 | (1,102,518) | (2,331,127) | - |

Cash Bal

243,300

Motor Fuel Tax Fund - Special Rev (240)

| | | | | | | | |
|---------------------------------|------------------|------------------|----------------|------------------|------------------|----------------|------------------|
| Revenue | 2,427,276 | 2,142,405 | 1,440,529 | 1,752,488 | 1,550,000 | 1,526,333 | 1,400,000 |
| Expense | | | | | | | |
| Commodities | 113,958 | 125,574 | 160,461 | 340,000 | - | 139,743 | - |
| Contractual | 1,871,589 | 1,863,864 | 309,134 | 359,200 | 220,500 | 163,599 | 18,000 |
| Capital Outlay | 309,020 | 574,804 | - | 385,382 | 3,832,795 | - | 5,632,795 |
| Other | - | - | - | - | - | - | - |
| Total Expense | <u>2,294,567</u> | <u>2,564,242</u> | <u>469,595</u> | <u>1,084,582</u> | <u>4,053,295</u> | <u>303,342</u> | <u>5,650,795</u> |
| Net Surplus or (Deficit) | 132,709 | (421,837) | 970,934 | 667,906 | (2,503,295) | 1,222,991 | (4,250,795) |

Cash Bal

5,909,625

| | | | | | | | |
|----------------------------------|----------------|----------------|------------------|------------------|----------------|----------------|----------------|
| CDBG Program - Special Rev (261) | | | | | | | |
| Revenue | 306,745 | 851,410 | 1,112,046 | 1,111,642 | 886,600 | 397,926 | 535,000 |
| Expense | | | | | | | |
| Personnel | 92,740 | 102,635 | 76,046 | 100,446 | 82,712 | 86,869 | 89,681 |
| Contractual | 92,460 | 167,648 | 108,761 | 306,963 | 150,500 | 35,219 | 193,000 |
| Commodities | 55 | 228 | 73 | 100 | 100 | 115 | 300 |
| Capital Outlay | - | 656,743 | 1,020,955 | 667,557 | 434,000 | 30,957 | - |
| Debt Service | - | - | 4,659 | 36,576 | 52,800 | 361,922 | 61,000 |
| Grants/Econ Assistance | 92,100 | 7,300 | - | - | - | - | 185,400 |
| Other | - | - | 142 | - | - | - | 300 |
| Total Expense | <u>277,356</u> | <u>934,554</u> | <u>1,210,636</u> | <u>1,111,642</u> | <u>720,112</u> | <u>515,082</u> | <u>529,681</u> |
| Net Surplus or (Deficit) | 29,389 | (83,144) | (98,591) | - | 166,488 | (117,156) | 5,319 |

| | | | | | | | |
|---|------------------|----------------|------------------|------------------|------------------|----------------|------------------|
| Central Business Dist TIF - Special Rev (270) | | | | | | | |
| Revenue | 543,004 | 488,902 | 493,827 | 497,813 | 493,500 | 502,006 | 491,926 |
| Expense | | | | | | | |
| Personnel | 8,898 | 27,336 | 30,359 | 23,524 | 25,670 | 10,057 | 30,336 |
| Contractual | 364,789 | 150,142 | 175,968 | 158,594 | 267,000 | 212,330 | 133,785 |
| Capital Outlay | 115,425 | 90,487 | 1,036,104 | 1,993,379 | 1,130,000 | 610,830 | 500,000 |
| Transfers | 677,062 | - | - | - | - | - | - |
| Grants/Econ Assistance | 305,968 | 89,000 | 75,000 | 141,618 | 10,000 | 36,000 | 365,000 |
| Other | - | - | - | - | - | - | - |
| Total Expense | <u>1,472,143</u> | <u>356,965</u> | <u>1,317,431</u> | <u>2,317,115</u> | <u>1,432,670</u> | <u>869,216</u> | <u>1,029,121</u> |
| Net Surplus or (Deficit) | (929,139) | 131,937 | (823,604) | (1,819,302) | (939,170) | (367,210) | (537,195) |

Cash Bal 730,244

| | | | | | | | |
|--|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Southern Industrial Park TIF - Special Rev (273) | | | | | | | |
| Revenue | 769,542 | 187,237 | 447,397 | 191,328 | 187,000 | 186,608 | 364,057 |
| Expense | | | | | | | |
| Personnel | 3,951 | 14,894 | 16,574 | 16,878 | 14,841 | 22,663 | 30,336 |
| Contractual | 39,855 | 66,078 | 7,314 | 53,556 | 352,500 | 8,777 | 153,847 |
| Capital Outlay | - | 34,051 | 373,696 | 471,840 | 117,184 | 448,435 | 356,041 |
| Transfers | - | 1 | 2 | 3 | 4 | 6 | 8 |
| Grants/Econ Assistance | 455,161 | 53,036 | 10,099 | 50,000 | - | 12,119 | 260,100 |
| Other | 4,500 | - | - | - | - | - | - |
| Total Expense | <u>503,468</u> | <u>168,060</u> | <u>407,684</u> | <u>592,277</u> | <u>484,529</u> | <u>492,000</u> | <u>800,332</u> |
| Net Surplus or (Deficit) | 266,074 | 19,177 | 39,713 | (400,949) | (297,529) | (305,392) | (436,275) |

Cash Bal 552,893

| | | | | | | | |
|-----------------------------------|--|----------------|----------------|----------------|----------------|---------------|------------------|
| Court St. TIF - Special Rev (275) | | | | | | | |
| Revenue | | 206,406 | 164,800 | 168,723 | 649,973 | 650,004 | 1,257,796 |
| Expense | | | | | | | |
| Personnel | | - | - | 27,714 | - | 4,191 | 19,868 |
| Contractual | | 15,284 | 34,548 | 40,308 | 97,496 | 11,707 | 518,348 |
| Capital Outlay | | 49,500 | 100,700 | 100,700 | - | 758 | 500,000 |
| Transfers | | - | - | - | - | - | - |
| Grants/Econ Assistance | | 287,687 | 70,576 | - | 832,599 | - | 140,000 |
| Other | | - | - | - | - | - | - |
| Total Expense | | <u>352,472</u> | <u>205,824</u> | <u>168,723</u> | <u>930,095</u> | <u>16,657</u> | <u>1,178,216</u> |
| Net Surplus or (Deficit) | | (146,066) | (41,024) | (0) | (280,122) | 633,348 | 79,580 |

Cash Bal 201,724

| | | | | | | | |
|--|--|--|--|--|--|--|---------------|
| East Residential TIF - Special Rev (271) | | | | | | | |
| Revenue | | | | | | | 182,007 |
| Expense | | | | | | | |
| Personnel | | | | | | | 5,423 |
| Contractual | | | | | | | 42,641 |
| Capital Outlay | | | | | | | 50,000 |
| Grants/Econ Assistance | | | | | | | - |
| Other | | | | | | | - |
| Total Expense | | | | | | | <u>98,064</u> |
| Net Surplus or (Deficit) | | | | | | | 83,943 |

| | | | | | | | |
|---|--|--|--|--|--|--|----------------|
| South Residential TIF - Special Rev (272) | | | | | | | |
| Revenue | | | | | | | 256,981 |
| Expense | | | | | | | |
| Personnel | | | | | | | 5,423 |
| Contractual | | | | | | | 53,887 |
| Capital Outlay | | | | | | | 50,000 |
| Grants/Econ Assistance | | | | | | | - |
| Other | | | | | | | - |
| Total Expense | | | | | | | <u>109,310</u> |
| Net Surplus or (Deficit) | | | | | | | 147,671 |

Business District Development - Special Rev (277)

| | | | | | | |
|---------------------------------|------------------|------------------|-------------------|--------------------|------------------|--------------------|
| Revenue | 1,873,370 | 1,873,370 | 13,688,460 | 8,860,000 | 8,904,771 | 3,418,000 |
| Expense | | | | | | |
| Personnel | - | - | 96,087 | - | 14,069 | 30,441 |
| Contractual | - | 56,700 | 21,874 | 30,000 | 4,483 | 14,837 |
| Capital Outlay | 378,517 | 1,240,604 | 12,405,505 | 10,846,857 | 5,926,051 | 6,923,110 |
| Transfers | 299,005 | - | - | - | - | - |
| Debt Service | - | - | 1,061,155 | - | 718 | 451,739 |
| Grants/Econ Assistance | - | 10,000 | 600,000 | - | - | 2,550,000 |
| Other | - | - | - | - | - | 5,000 |
| Total Expense | <u>677,522</u> | <u>1,307,304</u> | <u>14,184,621</u> | <u>10,876,857</u> | <u>5,945,321</u> | <u>9,975,127</u> |
| Net Surplus or (Deficit) | <u>1,195,848</u> | <u>566,066</u> | <u>(496,162)</u> | <u>(2,016,857)</u> | <u>2,959,450</u> | <u>(6,557,127)</u> |

Cash Bal 6,466,071

Tourism - Special Rev (208)

| | | | | | | | |
|---------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Revenue | 155,838 | 343,106 | 339,643 | 392,900 | 369,400 | 367,672 | 378,600 |
| Expense | | | | | | | |
| Personnel | 11,620 | 18,218 | 19,674 | 19,400 | 18,530 | 8,591 | 21,792 |
| Contractual | 50,281 | 63,890 | 124,250 | 233,500 | 133,500 | 55,831 | 188,500 |
| Commodities | 39 | 9 | - | - | - | - | - |
| Transfers | - | - | 1 | 66,000 | - | - | - |
| Debt Service | 96,511 | - | - | - | - | - | - |
| Grants/Econ Assistance | 26,832 | 82,035 | 53,501 | 74,000 | 74,000 | 21,000 | 88,750 |
| Other | 270 | - | - | - | - | 10,433 | - |
| Total Expense | <u>185,554</u> | <u>164,153</u> | <u>197,426</u> | <u>392,900</u> | <u>226,030</u> | <u>95,855</u> | <u>299,042</u> |
| Net Surplus or (Deficit) | <u>(29,716)</u> | <u>178,954</u> | <u>142,216</u> | <u>-</u> | <u>143,370</u> | <u>271,817</u> | <u>79,558</u> |

Cash Bal 460,858

Foreign Fire Insurance Tax - Special Rev (945)

| | | | | | | | |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|-----------------|------------------|
| Revenue | 52,911 | 68,660 | 69,134 | 40,500 | 69,025 | 73,245 | 70,400 |
| Expense | | | | | | | |
| Contractual | 11,042 | 10,908 | 6,001 | 20,700 | 11,900 | 3,412 | 9,000 |
| Commodities | 36,261 | 24,146 | 19,076 | 14,400 | 21,570 | 95,387 | 181,000 |
| Other | - | - | - | - | - | - | - |
| Total Expense | <u>47,303</u> | <u>35,054</u> | <u>25,076</u> | <u>35,100</u> | <u>33,470</u> | <u>98,800</u> | <u>190,000</u> |
| Net Surplus or (Deficit) | <u>5,607</u> | <u>33,606</u> | <u>44,058</u> | <u>5,400</u> | <u>35,555</u> | <u>(25,555)</u> | <u>(119,600)</u> |

Cash Bal 121,263

Library - Special Rev (924)

| | | | | | | | |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Revenue | 1,363,170 | 1,886,596 | 2,284,937 | 1,855,791 | 2,146,181 | 2,060,184 | 2,033,830 |
| Expense | | | | | | | |
| Personnel | 991,804 | 842,086 | 854,025 | 956,050 | 1,057,900 | 869,764 | 1,040,130 |
| Contractual | 215,872 | 236,335 | 286,546 | 248,950 | 350,150 | 365,151 | 331,975 |
| Commodities | 177,040 | 166,015 | 159,653 | 151,790 | 138,340 | 155,244 | 146,940 |
| Transfers | 15,000 | 15,000 | 15,000 | 25,000 | 45,000 | 15,000 | 15,000 |
| Capital Outlay | 5,975 | 2,050 | 57,239 | 10,000 | 92,070 | 101,266 | 64,000 |
| Debt Service | - | 324,863 | 402,375 | 398,625 | 398,625 | 540,833 | 410,975 |
| Grants/Econ Assistance | 7,969 | 14,250 | 14,472 | 9,000 | 11,000 | 15,006 | 14,000 |
| Other | 50,783 | 58,465 | 51,114 | 56,376 | 53,096 | 36,275 | 49,110 |
| Total Expense | <u>1,464,443</u> | <u>1,659,064</u> | <u>1,840,424</u> | <u>1,855,791</u> | <u>2,146,181</u> | <u>2,098,538</u> | <u>2,072,130</u> |
| Net Surplus or (Deficit) | <u>(101,273)</u> | <u>227,532</u> | <u>444,512</u> | <u>-</u> | <u>-</u> | <u>(38,354)</u> | <u>(38,300)</u> |

Cash Bal 1,030,079

PROPRIETARY: ENTERPRISE AND INTERNAL SERVICE

Economic Development - Enterprise (570)

| | | | | | | | |
|---------------------------------|------------------|-----------------|-----------------|---------------|------------------|-----------------|------------------|
| Revenue | 97,149 | 46,855 | 46,855 | 43,310 | 42,514 | 40,108 | 40,980 |
| Expense | | | | | | | |
| Personnel | 4,066 | 14,420 | 16,205 | - | 110,280 | 44,204 | 85,267 |
| Contractual | - | - | - | 43,310 | 750 | 18,807 | 85,070 |
| Commodities | 29 | 105 | - | - | 1,500 | - | 150 |
| Transfers | 225,000 | - | - | - | - | - | - |
| Capital Outlay | - | - | - | - | - | - | - |
| Debt Service | - | - | - | - | - | - | - |
| Grants/Econ Assistance | - | 70,000 | 70,000 | - | 70,000 | 70,000 | 70,000 |
| Other | - | - | - | - | - | - | - |
| Total Expense | <u>229,096</u> | <u>84,525</u> | <u>86,205</u> | <u>43,310</u> | <u>182,530</u> | <u>133,011</u> | <u>240,487</u> |
| Net Surplus or (Deficit) | <u>(131,947)</u> | <u>(37,670)</u> | <u>(39,351)</u> | <u>-</u> | <u>(140,016)</u> | <u>(92,902)</u> | <u>(199,507)</u> |

Cash Bal 363,003

| | | | | | | | | |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------------------|
| Solid Waste - Enterprise (223) | | | | | | | | |
| Revenue | 2,914,764 | 3,111,398 | 2,983,204 | 2,996,062 | 2,972,100 | 2,714,792 | 3,672,878 | Increase monthly fee to \$25 |
| Expense | | | | | | | | |
| Personnel | 1,301,397 | 1,265,653 | 1,322,097 | 1,478,964 | 1,385,924 | 1,314,740 | 1,427,501 | |
| Contractual | 1,161,660 | 1,059,459 | 1,124,233 | 1,106,798 | 1,186,050 | 1,126,326 | 1,209,743 | |
| Commodities | 208,241 | 183,066 | 306,025 | 185,300 | 251,650 | 285,341 | 288,450 | |
| Transfers | - | 176,546 | - | - | - | - | - | |
| Capital Outlay | - | - | 215,340 | 225,000 | - | - | - | |
| Debt Service | - | - | - | - | - | - | 168,000 | |
| Other | - | 3,201 | 2,060 | - | 100 | - | - | |
| Total Expense | <u>2,671,298</u> | <u>2,687,924</u> | <u>2,969,755</u> | <u>2,996,062</u> | <u>2,823,724</u> | <u>2,726,407</u> | <u>3,093,694</u> | |
| Net Surplus or (Deficit) | 243,466 | 423,474 | 13,449 | - | 148,376 | (11,614) | 579,183 | |
| | | | | | | Cash Bal | 32,213 | |

| | | | | | | | | |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|---------------------------------|
| Sewerage - Enterprise (231) | | | | | | | | |
| Revenue | 7,204,708 | 6,843,203 | 7,098,976 | 6,817,000 | 6,709,065 | 7,546,898 | 19,448,000 | Increase rates and loan for CSO |
| Expense | | | | | | | | |
| Personnel | 1,485,317 | 1,433,549 | 1,580,558 | 1,742,147 | 1,578,046 | 1,581,463 | 1,608,015 | |
| Contractual | 1,317,082 | 1,253,493 | 1,326,619 | 1,241,145 | 1,554,100 | 1,515,514 | 2,500,375 | |
| Commodities | 113,869 | 175,101 | 252,446 | 238,384 | 239,700 | 249,509 | 334,700 | |
| Transfers | 860,000 | 53,649 | - | - | - | - | - | |
| Capital Outlay | 34,898 | 3,141 | 11,919 | 237,948 | 50,000 | 2,635 | 10,150,000 | |
| Debt Service | 769,247 | 623,063 | 549,411 | 575,457 | 538,300 | 528,451 | 4,171,143 | |
| Other | - | - | - | - | - | 55 | - | |
| Total Expense | <u>4,580,412</u> | <u>3,541,996</u> | <u>3,720,953</u> | <u>4,035,081</u> | <u>3,960,146</u> | <u>3,877,628</u> | <u>18,764,233</u> | |
| Net Surplus or (Deficit) | 2,624,296 | 3,301,206 | 3,378,024 | 2,781,919 | 2,748,919 | 3,669,270 | 683,767 | |
| | | | | | | Cash Bal | 5,836,800 | |

| | | | | | | | | |
|---------------------------------|----------------|----------------|----------------|------------------|----------------|--------------------|------------------|--|
| Airport - Enterprise (525) | | | | | | | | |
| Revenue | 248,423 | 300,818 | 285,754 | 2,792,500 | 1,051,270 | 265,268 | 2,562,360 | |
| Expense | | | | | | | | |
| Personnel | 114,310 | 126,471 | 70,515 | 134,635 | 62,938 | 27,931 | 66,525 | |
| Contractual | 75,101 | 153,031 | 118,860 | 2,553,122 | 123,485 | 115,936 | 154,100 | |
| Commodities | 117,189 | 174,704 | 198,244 | 172,900 | 182,700 | 149,501 | 153,900 | |
| Capital Outlay | - | - | - | - | - | - | 2,182,000 | |
| Other | 41 | - | 19 | - | - | - | 100 | |
| Total Expense | <u>306,641</u> | <u>454,206</u> | <u>387,638</u> | <u>2,860,657</u> | <u>369,123</u> | <u>293,367</u> | <u>2,556,625</u> | |
| Net Surplus or (Deficit) | (58,218) | (153,388) | (101,884) | (68,157) | 682,147 | (28,100) | 5,735 | |
| | | | | | | Pooled Cash Equity | 7,790 | |

| | | | | | | | |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| School Bus - Enterprise (501) | | | | | | | |
| Revenue | 5,803,466 | 5,955,392 | 6,119,954 | 5,754,713 | 6,023,692 | 5,650,044 | 6,140,790 |
| Expense | | | | | | | |
| Personnel | 3,273,770 | 2,970,894 | 3,290,687 | 3,054,483 | 3,523,643 | 3,348,325 | 3,695,298 |
| Contractual | 1,417,837 | 1,680,731 | 1,777,944 | 1,724,426 | 1,752,776 | 1,807,343 | 1,873,750 |
| Commodities | 231,642 | 352,142 | 540,103 | 452,400 | 447,000 | 427,233 | 458,710 |
| Transfers | 1,213,099 | 303,162 | - | 500,000 | - | - | - |
| Capital Outlay | 34,213 | - | 89,543 | - | - | - | - |
| Debt Service | - | - | - | - | - | 105,897 | 83,389 |
| Contingency | - | - | - | 23,403 | - | - | - |
| Other | 9 | 233 | 11,917 | - | 1,000 | 2,423 | 1,000 |
| Total Expense | <u>6,170,570</u> | <u>5,307,162</u> | <u>5,710,194</u> | <u>5,754,713</u> | <u>5,724,419</u> | <u>5,691,221</u> | <u>6,112,147</u> |
| Net Surplus or (Deficit) | (367,104) | 648,230 | 409,760 | - | 299,272 | (41,177) | 28,643 |

Pooled Cash 888,684

| | | | | | | | |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Insurance - Internal Service (695) | | | | | | | |
| Revenue | 5,826,299 | 6,500,548 | 7,179,075 | 6,014,852 | 7,686,000 | 6,907,144 | 7,574,600 |
| Expense | | | | | | | |
| Contractual | 5,806,705 | 7,480,344 | 7,711,672 | 6,014,852 | 7,686,000 | 7,708,927 | 8,026,000 |
| Other | - | - | - | - | - | - | - |
| Total Expense | <u>5,806,705</u> | <u>7,480,344</u> | <u>7,711,672</u> | <u>6,014,852</u> | <u>7,686,000</u> | <u>7,708,927</u> | <u>8,026,000</u> |
| Net Surplus or (Deficit) | 19,594 | (979,795) | (532,597) | - | - | (801,783) | (451,400) |

Cash Bal 2,346,479

| | | | | | | | |
|--|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Fleet Maintenance - Internal Service (699) | | | | | | | |
| Revenue | 899,041 | 1,064,032 | 1,497,909 | 1,084,500 | 1,293,647 | 1,277,125 | 1,408,500 |
| Expense | | | | | | | |
| Personnel | 514,999 | 445,941 | 455,190 | 518,082 | 468,497 | 417,075 | 479,055 |
| Contractual | 44,586 | 58,836 | 51,261 | 50,550 | 54,850 | 55,992 | 48,550 |
| Commodities | 482,148 | 612,781 | 1,062,242 | 669,850 | 769,300 | 906,233 | 991,500 |
| Capital Outlay | - | 14,000 | - | - | - | - | 19,000 |
| Other | - | - | - | 1,000 | 1,000 | - | - |
| Total Expense | <u>1,041,733</u> | <u>1,131,558</u> | <u>1,568,693</u> | <u>1,239,482</u> | <u>1,293,647</u> | <u>1,379,300</u> | <u>1,538,105</u> |
| Net Surplus or (Deficit) | (142,692) | (67,526) | (70,784) | (154,982) | 0 | (102,176) | (129,605) |

Cash Bal 725,513

| | | | | | | | |
|---------------------------------|-------------------|-------------------|------------------|----------------|--------------------|------------------|---------------------|
| GRAND TOTAL of ALL FUNDS | 10,185,786 | 11,180,107 | 7,810,768 | 859,026 | (5,650,220) | 7,483,964 | (11,814,206) |
|---------------------------------|-------------------|-------------------|------------------|----------------|--------------------|------------------|---------------------|

| | | | | | | | |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|--|------------------|
| Fire Pension - Fiduciary (944) | | | | | | | |
| Revenue | 12,699,207 | 2,043,661 | 5,912,238 | 4,151,823 | 4,181,671 | | 4,977,484 |
| Expense | | | | | | | |
| Personnel | 4,226,084 | 4,018,623 | 4,698,119 | 4,134,498 | 4,164,919 | | 4,781,568 |
| Contractual | 104,556 | 103,173 | 89,020 | 17,325 | 16,752 | | 16,800 |
| Other | 21,420 | 21,180 | 21,695 | - | - | | - |
| Total Expense | <u>4,352,060</u> | <u>4,142,976</u> | <u>4,808,834</u> | <u>4,151,823</u> | <u>4,181,671</u> | | <u>4,798,368</u> |
| Net Surplus or (Deficit) | 8,347,147 | (2,099,315) | 1,103,404 | - | - | | 179,116 |

| | | | | | | | |
|----------------------------------|------------------|------------------|------------------|------------------|------------------|--|------------------|
| Police Pension - Fiduciary (941) | | | | | | | |
| Revenue | 12,157,663 | 370,666 | 4,118,319 | 2,305,129 | 2,382,133 | | 2,872,854 |
| Expense | | | | | | | |
| Personnel | 2,851,642 | 3,037,220 | 3,237,147 | 2,303,129 | 2,380,633 | | 3,274,044 |
| Contractual | 176,979 | 245,087 | 85,222 | 2,000 | 1,500 | | 1,500 |
| Other | - | - | 24,565 | - | - | | - |
| Total Expense | <u>3,028,621</u> | <u>3,282,307</u> | <u>3,346,934</u> | <u>2,305,129</u> | <u>2,382,133</u> | | <u>3,275,544</u> |
| Net Surplus or (Deficit) | 9,129,042 | (2,911,641) | 771,385 | - | 0 | | (402,690) |

Note: Police and Fire Pension budget numbers do not include the investment income generated under state management.

FY25 BUDGET SUMMARY - DRAFT

| DEPARTMENT | | FY21
Actual | | | FY22
Unaudited Actual | | | FY23
Unaudited Actual | | | FY24
Approved Budget | | | FY24
Amended Budget | | | FY25
Preliminary Budget | | |
|---|---------------|---------------------|----------------------|--------------------------|--------------------------|----------------------|--------------------------|--------------------------|----------------------|--------------------------|-------------------------|----------------------|--------------------------|------------------------|--------------------|--------------------------|----------------------------|----------------------|--------------------------|
| | | Revenues | Expenditures | Net Surplus or (Deficit) | Revenues | Expenditures | Net Surplus or (Deficit) | Revenues | Expenditures | Net Surplus or (Deficit) | Revenues | Expenditures | Net Surplus or (Deficit) | Revenues | Expenditures | Net Surplus or (Deficit) | Revenues | Expenditures | Net Surplus or (Deficit) |
| GENERAL FUND | | | | | | | | | | | | | | | | | | | |
| City Council and CMO | | - | 213,165 | (213,165) | - | 184,409 | (184,409) | - | 227,037 | (227,037) | \$ - | \$ 237,960 | \$ (237,960) | - | 237,960 | (237,960) | - | 260,305 | (260,305) |
| City Clerk | | 249,127 | 411,840 | (162,714) | 403,292 | 856,339 | (453,048) | 111,784 | 231,265 | (119,481) | \$ 288,064 | \$ 440,169 | \$ (152,105) | 288,064 | 440,169 | (152,105) | 312,725 | 546,439 | (233,714) |
| City Attorney | | - | 357,193 | (357,193) | - | 273,836 | (273,836) | - | 376,533 | (376,533) | \$ - | \$ 326,183 | \$ (326,183) | - | 326,183 | (326,183) | - | 300,000 | (300,000) |
| Finance | | 7 | 353,865 | (353,858) | - | 416,158 | (416,158) | - | 498,024 | (498,024) | \$ - | \$ 547,503 | \$ (547,503) | - | 547,503 | (547,503) | - | 561,483 | (561,483) |
| City Treasurer | | - | 1,209 | (1,209) | - | - | - | - | - | - | \$ - | \$ - | \$ - | - | - | - | - | - | - |
| Human Resources | | - | 171,216 | (171,216) | 20 | 169,242 | (169,222) | - | 86,772 | (86,772) | \$ - | \$ 245,978 | \$ (245,978) | - | 245,978 | (245,978) | - | 270,772 | (270,772) |
| Information Technology | | - | 1,190,334 | (1,190,334) | - | 1,469,362 | (1,469,362) | - | 921,554 | (921,554) | \$ - | \$ 2,030,725 | \$ (2,030,725) | - | 2,030,725 | (2,030,725) | - | 1,470,184 | (1,470,184) |
| General Operations | | 32,558,076 | 2,841,661 | 29,716,415 | 38,993,593 | 7,288,186 | 31,705,406 | 33,298,453 | 11,588,420 | 21,710,033 | \$ 34,233,438 | \$ 11,800,386 | \$ 22,433,052 | 34,233,438 | 6,245,250 | 27,988,188 | 49,816,432 | 23,140,444 | 26,675,988 |
| Building Inspections | | 135,789 | 328,573 | (192,784) | 249,842 | 397,342 | (147,500) | 255,006 | 256,600 | (1,594) | \$ 246,800 | \$ 619,519 | \$ (372,719) | 246,800 | 619,519 | (372,719) | 270,200 | 561,669 | (291,469) |
| Fire | | 759,083 | 8,175,058 | (7,415,975) | 709,820 | 8,343,895 | (7,634,075) | 795,541 | 8,343,895 | (7,548,354) | \$ 730,100 | \$ 8,244,670 | \$ (7,514,570) | 730,100 | 8,244,670 | (7,514,570) | 752,971 | 9,902,444 | (9,149,473) |
| Police | | 528,802 | 8,697,912 | (8,169,111) | 602,351 | 9,616,385 | (9,014,034) | 671,793 | 9,234,251 | (8,562,458) | \$ 807,902 | \$ 10,773,474 | \$ (9,965,572) | 661,100 | 10,546,672 | (9,885,572) | 670,300 | 11,549,999 | (10,879,699) |
| Pub Works Admin | | - | 365,351 | (365,351) | - | 363,468 | (363,468) | - | 403,776 | (403,776) | \$ - | \$ 536,203 | \$ (536,203) | - | 536,203 | (536,203) | - | 588,645 | (588,645) |
| Streets | | 523,548 | 1,537,369 | (1,013,821) | 467,313 | 2,070,763 | (1,603,449) | 527,994 | 1,871,394 | (1,343,400) | \$ 504,500 | \$ 2,707,053 | \$ (2,202,553) | 504,500 | 2,158,053 | (1,653,553) | 418,000 | 2,921,953 | (2,503,953) |
| Public Property | | 204,526 | 1,258,780 | (1,054,254) | 244,126 | 997,516 | (753,390) | 274,696 | 1,261,396 | (986,699) | \$ 261,643 | \$ 1,157,965 | \$ (896,322) | 261,643 | 1,157,965 | (896,322) | 305,000 | 1,259,092 | (954,092) |
| GENERAL FUND TOTALS | | \$34,958,958 | \$ 25,903,527 | \$ 9,055,431 | \$41,670,357 | \$ 32,446,902 | \$ 9,223,454 | \$35,935,268 | \$ 35,300,917 | \$ 634,350 | \$37,072,447 | \$ 39,667,788 | \$ (2,595,341) | \$6,925,645 | \$3,336,849 | \$ 3,588,795 | \$2,545,628 | \$3,333,428 | (787,800) |
| OTHER GOVERNMENTAL FUNDS: CAPITAL PROJECTS AND SPECIAL REVENUE | | | | | | | | | | | | | | | | | | | |
| Capital Projects Fund | Capital | 488,770 | 920,672 | (431,902) | 2,532,418 | 4,881,518 | (2,349,100) | 646,037 | 3,526,755 | (2,880,718) | 6,125,136 | 7,447,654 | (1,322,518) | 6,125,136 | 7,447,654 | (1,322,518) | 1,440,000 | 1,440,000 | - |
| MTF Fund | Special | 2,427,276 | 2,294,567 | 132,709 | 2,142,405 | 2,564,242 | (421,837) | 1,440,529 | 469,595 | 970,934 | 1,550,000 | 4,053,295 | (2,503,295) | 1,550,000 | 4,602,295 | (3,052,295) | 1,400,000 | 5,650,795 | (4,250,795) |
| CDBG Program | Special | 421,146 | 449,751 | (28,606) | 306,745 | 277,356 | 29,389 | 1,112,046 | 1,210,636 | (98,591) | 886,600 | 720,112 | 166,488 | 886,600 | 725,400 | 161,199 | 535,000 | 529,681 | 5,319 |
| CBD TIF | Special | 543,004 | 1,472,143 | (929,139) | 488,902 | 356,965 | 131,937 | 493,827 | 1,317,431 | (823,604) | 493,500 | 1,432,670 | (939,170) | 493,500 | 1,432,670 | (939,170) | 491,926 | 1,029,121 | (537,195) |
| SIP TIF | Special | 769,542 | 503,468 | 266,074 | 187,237 | 168,059 | 19,178 | 447,397 | 407,682 | 39,715 | 187,000 | 484,525 | (297,525) | 187,000 | 484,525 | (297,525) | 364,057 | 800,324 | (436,267) |
| Court St. TIF | Special | - | - | - | 206,406 | 352,472 | (146,066) | 164,800 | 73,940 | 90,860 | 168,000 | 419,749 | (251,749) | 649,973 | 930,095 | (280,122) | 1,257,796 | 1,178,216 | 79,580 |
| East Residential TIF | Special | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 182,007 | 98,064 | 83,943 |
| South Residential TIF | Special | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 256,981 | 109,310 | 147,671 |
| BDD | Special | - | - | - | 1,873,370 | 734,221 | 1,139,148 | 1,873,370 | 1,272,478 | 600,892 | 8,860,000 | 10,861,857 | (2,001,857) | 8,860,000 | 10,861,857 | (2,001,857) | 3,418,000 | 9,975,127 | (6,557,127) |
| Tourism | Special | 155,838 | 185,554 | (29,716) | 343,106 | 164,153 | 178,954 | 339,643 | 197,426 | 142,216 | 369,400 | 226,030 | 143,370 | 369,400 | 226,030 | 143,370 | 378,600 | 299,042 | 79,558 |
| Foreign Fire Insur Tax | Special | 50,117 | 51,390 | (1,273) | 52,911 | 47,303 | 5,607 | 69,134 | 25,076 | 44,058 | 69,025 | 33,470 | 35,555 | 69,025 | 33,470 | 35,555 | 70,400 | 190,000 | (119,600) |
| Library | Special | 1,363,170 | 1,464,443 | (101,273) | 1,886,596 | 1,659,064 | 227,532 | 2,284,937 | 1,840,424 | 444,512 | 2,146,181 | 2,146,181 | - | 2,146,181 | 2,146,181 | - | 2,033,830 | 2,064,180 | (30,350) |
| Proprietary Fund: Enterprise and Internal Service | | | | | | | | | | | | | | | | | | | |
| Economic Development | Enterprise | 97,149 | 229,096 | (131,947) | 46,855 | 84,525 | (37,671) | 43,310 | 86,205 | (42,895) | 42,514 | 183,030 | (140,516) | 42,514 | 183,030 | (140,516) | 40,980 | 240,487 | (199,507) |
| Solid Waste | Enterprise | 2,914,764 | 2,671,298 | 243,466 | 3,111,398 | 2,687,924 | 423,474 | 2,983,204 | 2,969,755 | 13,449 | 2,972,100 | 2,823,724 | 148,376 | 2,969,850 | 2,823,724 | 146,126 | 3,672,878 | 3,093,694 | 579,183 |
| Sewer | Enterprise | 7,204,708 | 4,587,914 | 2,616,794 | 6,843,203 | 3,542,656 | 3,300,546 | 7,098,976 | 3,723,248 | 3,375,729 | 6,709,065 | 3,965,146 | 2,743,919 | 6,709,065 | 3,965,146 | 2,743,919 | 19,448,000 | 18,764,233 | 683,767 |
| Airport | Enterprise | 248,423 | 306,641 | (58,218) | 300,818 | 454,206 | (153,388) | 285,754 | 387,638 | (101,884) | 1,051,270 | 369,123 | 682,147 | 1,051,270 | 369,123 | 682,147 | 2,562,360 | 2,556,625 | 5,735 |
| Bus | Enterprise | 5,803,466 | 6,170,570 | (367,104) | 5,955,392 | 5,307,162 | 648,230 | 6,119,954 | 5,710,194 | 409,760 | 6,023,692 | 5,724,419 | 299,272 | 6,023,692 | 5,724,419 | 299,272 | 6,140,790 | 6,118,147 | 22,643 |
| Insurance | Internal Serv | 5,826,299 | 5,806,705 | 19,594 | 6,500,548 | 7,480,344 | (979,795) | 7,179,075 | 7,711,672 | (532,597) | 7,686,000 | 7,686,000 | - | 7,686,000 | 7,686,000 | - | 7,574,600 | 8,026,000 | (451,400) |
| Fleet Maintenance | Internal Serv | 899,041 | 1,041,733 | (142,692) | 1,064,032 | 1,131,558 | (67,526) | 1,497,909 | 1,568,693 | (70,784) | 1,293,647 | 1,293,647 | - | 1,293,647 | 1,293,647 | - | 1,408,500 | 1,538,105 | (129,605) |
| GRAND TOTAL OF ALL FUNDS | | 71,127,923 | 61,015,723 | 10,112,200 | 82,302,627 | 76,685,875 | 5,616,752 | 70,015,168 | 67,799,767 | 2,215,402 | \$9,951,112 | \$0,547,088 | (595,976) | \$0,602,301 | \$0,835,920 | (233,618) | \$105,222,333 | \$117,034,581 | (11,812,248) |
| Fire Pension | Fiduciary | 4,108,554 | 4,108,554 | - | 4,272,525 | 4,272,525 | - | 4,366,286 | 4,366,286 | - | 4,181,671 | 4,181,671 | - | 4,181,671 | 4,181,671 | - | 4,977,484 | 4,798,368 | 179,116 |
| Police Pension | Fiduciary | 2,847,697 | 2,847,697 | 0 | 2,517,404 | 2,517,404 | - | 2,431,402 | 2,431,402 | - | 2,382,133 | 2,382,133 | - | 2,382,133 | 2,382,133 | - | 2,872,854 | 3,275,544 | (402,690) |

11

Personnel Summary

| DEPARTMENT | FY22 | | FY23 | | FY24 | | Requested for FY25 | | Change in FT | Change in PT | New Positions |
|--|--------------|--------------|----------------|--------------|----------------|--------------|--------------------|--------------|--------------|--------------|--------------------------------------|
| | Full Time | Part Time | Full Time | Part Time | Full Time | Part Time | Full Time | Part Time | | | |
| City Manager | 1.0 | 7.0 | 1.0 | 7.0 | 2.0 | 7.0 | 2.0 | 7.0 | - | - | |
| City Clerk | 2.0 | - | 2.0 | - | 2.0 | - | 2.0 | - | - | - | |
| Legal | Contracted | | Contracted | | 2.0 | - | Contracted | | (2.0) | - | Eliminate 1 lawyer and 1 paralegal |
| Finance | 9.5 | - | 10.0 | - | 11.0 | - | 11.0 | - | - | - | |
| Human Resources | 3.0 | - | 3.0 | - | 3.0 | - | 3.0 | - | - | - | |
| Information Technology | 2.0 | - | 2.0 | - | 2.0 | - | 3.0 | - | 1.0 | - | Add 1 Dept manager |
| Police | 64.0 | - | 65.0 | - | 68.0 | - | 68.0 | - | - | - | |
| Fire | 57.0 | - | 57.0 | - | 57.0 | - | 57.0 | - | - | - | |
| Planning & Zoning & Economic Development | Contracted | | Contracted | | 1.0 | - | 1.0 | - | - | - | |
| Building Inspections/Zoning Division | Contracted | | 2.0 | - | 4.0 | - | 4.0 | - | - | - | |
| CDBG | 1.0 | - | 1.0 | - | 1.0 | - | 1.0 | - | - | - | |
| Bus Department | 5.5 | 135.0 | 9.5 | 115.0 | 9.5 | 115.0 | 9.5 | 115.0 | - | - | |
| Airport | 1.0 | - | 1 & Contracted | | 1 & Contracted | | 1 & Contracted | | - | - | Employee return date unknown |
| Public Works / Admin & Engineering | 4.0 | - | 5.0 | - | 5.0 | - | 5.0 | - | - | - | |
| Public Works / Solid Waste | 11.5 | - | 11.5 | - | 11.5 | - | 11.5 | - | - | - | |
| Public Works / Streets & Sewer | 15.5 | - | 15.5 | - | 15.5 | - | 17.5 | - | 2.0 | - | Add 2 road crew |
| Public Works / WWTP | 5.0 | - | 5.0 | - | 5.0 | - | 5.0 | - | - | - | |
| Public Works / Public Property | 3.0 | 11.0 | 3.0 | 3.0 | 3.0 | 3.0 | 5.0 | - | 2.0 | (3.0) | 3 PT to become 2 FT janitorial staff |
| Public Works / Fleet Maintenance | 5.5 | - | 5.5 | - | 5.5 | - | 5.5 | - | - | - | |
| Library | 6.0 | 27.0 | 6.0 | 27.0 | 6.0 | 27.0 | 6.0 | 27.0 | - | - | |
| Personnel Totals | 196.5 | 180.0 | 205.0 | 152.0 | 215.0 | 152.0 | 218.0 | 149.0 | 3.0 | (3.0) | |
| TOTAL | 376.5 | | 357.0 | | 367.0 | | 367.0 | | 0.0 | | |

City Council and City Manager

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|------------------------------|-------|------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|---------------------|-------------------------|
| 100-001 | | REVENUES | | | | | | | |
| 100-001-499800 | | Miscellaneous Receipts | - | - | - | - | - | - | - |
| REVENUE TOTAL | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 100-001 | | EXPENDITURES | | | | | | | |
| 100-001-510100 | P | Salary: Elected Officials | 45,000 | 30,000 | 30,000 | 50,000 | 50,000 | 46,473 | 50,000 |
| 100-001-511600 | P | Salary: All Personnel | 90,015 | 84,405 | 86,229 | 37,000 | 100,643 | 27,870 | 109,888 |
| 100-001-515500 | P | Vacation Pay | 5,719 | 1,476 | 14,231 | - | 3,870 | 2,354 | 12,347 |
| 100-001-515600 | P | Holiday Pay | 2,502 | - | - | - | 3,769 | 942 | 6,173 |
| 100-001-515800 | P | Sick Pay | - | - | - | - | 519 | - | 7,408 |
| 100-001-517000 | P | Oasdi/city Share 6.2% | 7,799 | 6,582 | 4,674 | 5,394 | 9,846 | 4,845 | 8,421 |
| 100-001-517001 | P | Medicare/city Share 1.45% | 2,026 | 1,642 | 1,871 | 1,262 | 2,303 | 1,122 | 1,969 |
| 100-001-517401 | P | IMRF | 11,226 | 9,114 | 9,311 | 14,872 | 10,010 | 754 | 8,855 |
| 100-001-518000 | P | Group Insurance | 21,514 | 17,365 | 7,198 | 35,142 | 20,151 | 1,945 | 16,604 |
| 100-001-518100 | C | Liability Insurance Premiums | 8,800 | 10,995 | 12,728 | 8,800 | 13,000 | 17,239 | 14,000 |
| 100-001-518200 | C | Unemployment Insurance | - | - | 12,998 | - | - | - | - |
| 100-001-518300 | C | Workers Comp Insurance | 1,230 | 1,538 | 1,413 | 1,230 | 1,500 | 1,790 | 1,500 |
| 100-001-519000 | C | Training And Education | - | 5,032 | 6,233 | 6,000 | 6,000 | 6,147 | 10,000 |
| 100-001-520200 | com | Office Supplies | 166 | 167 | 38 | 200 | 150 | 1,335 | 400 |
| 100-001-520400 | com | Postage | 262 | 415 | 230 | 250 | 100 | 44 | 100 |
| 100-001-524000 | c | Lease/rental Of Equipment | 1,571 | 1,533 | 1,533 | 1,550 | 1,400 | 1,546 | 7,440 |
| 100-001-538000 | c | Maintenance Agreements | 2,010 | 3,789 | 3,523 | 3,000 | 2,500 | 3,613 | - |
| 100-001-551000 | c | Printing And Publications | 1,301 | 260 | 195 | 300 | 200 | 822 | - |
| 100-001-551600 | c | Dues And Subscriptions | 3,802 | 5,651 | 1,971 | 5,000 | 2,000 | 3,816 | 4,000 |
| 100-001-554200 | c | Meals Lodging | - | 195 | - | 100 | - | 276 | - |
| 100-001-559000 | com | Medical Expense/supplies | - | - | - | - | - | 130 | - |
| 100-001-569000 | c | Other Contractual Service | 6,480 | 3,040 | 32,597 | 25,000 | 10,000 | 512 | - |
| 100-001-587100 | com | Office Equipment & Furniture | 178 | - | - | - | - | 169 | 200 |
| 100-001-598100 | c | Public Relations | 200 | 1,170 | - | - | - | 783 | 1,000 |
| 100-001-599000 | other | Miscellaneous | 1,363 | 40 | 65 | - | - | 622 | - |
| EXPENDITURE TOTAL | | | \$ 213,165 | \$ 184,409 | \$ 227,037 | \$ 195,099 | \$ 237,960 | \$ 125,148 | \$ 260,305 |
| Net Surplus/(Deficit) | | | \$ (213,165) | \$ (184,409) | \$ (227,037) | \$ (195,099) | \$ (237,960) | \$ (125,148) | \$ (260,305) |

City Clerk

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected
FY24 | FY 25 Proposed |
|----------------|-----|--------------------------------|-------------------|-------------------|-------------------|-------------------|----------------------------|-------------------|-------------------|
| 100-004 | | REVENUES | | | | | | | |
| 100-004-420100 | | Liquor Licenses | 34,425 | 144,316 | 70,283 | 73,250 | 71,000 | 5,016 | 71,000 |
| 100-004-420200 | | Cigarette Licenses | 1,750 | 3,700 | 1,850 | 1,800 | 1,850 | 180 | 1,800 |
| 100-004-420400 | Rev | Juke Box Licenses | 600 | 1,050 | 750 | 575 | 600 | 150 | 600 |
| 100-004-420600 | Rev | Auctioneer Licenses | - | 110 | - | 60 | 60 | 60 | 50 |
| 100-004-420650 | Rev | Body Works License | 800 | 1,200 | 350 | 450 | 450 | 300 | 450 |
| 100-004-421100 | Rev | Peddler Licenses | - | - | 1,984 | - | 350 | 7,595 | 6,000 |
| 100-004-421200 | Rev | Push Carts | 750 | 500 | 250 | 500 | 250 | 300 | 250 |
| 100-004-421300 | Rev | Transient Merchant License | 1,050 | 1,150 | 800 | 1,000 | 800 | 660 | 800 |
| 100-004-421400 | Rev | Mechanical Amusement Machine | 4,450 | 6,400 | 3,750 | 4,000 | 3,154 | 600 | 3,000 |
| 100-004-421500 | Rev | State Video Machines | 191,500 | 221,501 | 20,044 | 220,000 | 200,000 | 76,571 | 220,000 |
| 100-004-421505 | Rev | Video Gaming Est. Fees | 4,917 | 10,480 | - | - | - | - | - |
| 100-004-421600 | Rev | Secondhand Dlr/Pawnbroker | 300 | 550 | 250 | 250 | 250 | 60 | 250 |
| 100-004-421700 | Rev | Raffle License | 270 | 1,440 | 730 | 700 | 900 | 528 | 900 |
| 100-004-421800 | Rev | Billiards,Bowling,Pool License | 600 | 1,050 | 750 | 550 | 700 | 150 | 700 |
| 100-004-421900 | Rev | Bowling License | 450 | 900 | 925 | 900 | 25 | - | 25 |
| 100-004-422200 | Rev | Taxicab License | 175 | 325 | 125 | 200 | 100 | - | 100 |
| 100-004-422900 | Rev | Miscellaneous Licenses | (185) | 1,320 | 70 | 650 | 600 | - | - |
| 100-004-426200 | Rev | Loudspeaker Permits | - | - | 29 | - | 50 | 4 | 50 |
| 100-004-426300 | Rev | Special Events Permits | 50 | 450 | 325 | 400 | 275 | 510 | 400 |
| 100-004-451600 | Rev | Dog Reclamation Fees | 4,875 | 5,700 | 5,275 | 6,000 | 5,000 | 6,450 | 5,000 |
| 100-004-452100 | Rev | Liquor License App Fees | 1,050 | 750 | 1,200 | 500 | 750 | 900 | 750 |
| 100-004-452500 | Rev | Dangerous Dog Fee | 200 | 400 | 200 | 400 | 200 | - | - |
| 100-004-463700 | Rev | Liquor Fines | 1,100 | - | 500 | - | 500 | 1,800 | 500 |
| 100-004-499800 | Rev | Miscellaneous Receipts | - | - | 1,343 | - | 200 | 8 | 100 |
| | | REVENUE TOTAL | \$ 249,127 | \$ 403,292 | \$ 111,784 | \$ 312,185 | \$ 288,064 | \$ 101,842 | \$ 312,725 |
| 100-004 | | EXPENDITURES | | | | | | | |
| 100-004-511600 | p | Salary: All Personnel | 128,657 | 132,434 | 135,274 | 160,254 | 141,735 | 141,309 | 141,998 |
| 100-004-515500 | p | Vacation Pay | 11,734 | 14,187 | 14,486 | - | 12,500 | 11,789 | 12,500 |
| 100-004-515600 | p | Holiday Pay | 5,550 | 5,871 | 6,234 | - | 7,000 | 7,438 | 8,000 |
| 100-004-515800 | p | Sick Pay | 547 | 1,759 | 1,436 | - | 1,500 | 2,979 | 3,500 |
| 100-004-517000 | p | Oasdi/city Share 6.2% | 8,757 | 9,274 | 9,431 | 9,936 | 10,090 | 9,781 | 10,292 |
| 100-004-517001 | p | Medicare/city Share 1.45% | 2,048 | 2,169 | 2,205 | 2,324 | 2,360 | 2,287 | 2,407 |
| 100-004-517401 | p | IMRF | 17,114 | 16,964 | 13,735 | 18,766 | 15,000 | 11,664 | 10,823 |
| 100-004-518000 | p | Group Insurance | 28,534 | 31,653 | 27,208 | 31,907 | 28,000 | 30,078 | 15,921 |

City Clerk

| Account Number | | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Approved Budget | Projected FY24 | FY 25 Proposed |
|------------------------------|-----|------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|---------------------|
| 100-004-518100 | c | Liability Insurance Premiums | 9,516 | 11,869 | 13,741 | 9,500 | 7,000 | 9,283 | 7,000 |
| 100-004-518300 | c | Workers Comp Insurance | 308 | 385 | 354 | 308 | 385 | 459 | 400 |
| 100-004-518700 | c | Mileage | 24 | 38 | 44 | 100 | 50 | 36 | 50 |
| 100-004-519000 | c | Training And Education | 91 | 2,362 | 3,123 | 3,000 | 3,000 | 2,844 | 5,000 |
| 100-004-520200 | com | Office Supplies | 304 | 149 | 117 | 150 | 150 | 220 | 500 |
| 100-004-520400 | com | Postage | 286 | 264 | 362 | 140 | 250 | 185 | 300 |
| 100-004-520941 | T | Transfer to Police Pension | 76,600 | 88,601 | - | 88,000 | 80,000 | - | 73,333 |
| 100-004-520944 | T | Transfer to Fire Pension | 114,900 | 519,342 | - | 132,000 | 120,000 | - | 146,665 |
| 100-004-551000 | c | Printing And Publications | 5,428 | 4,528 | 2,940 | 5,000 | 5,000 | 4,822 | 5,000 |
| 100-004-551600 | c | Dues And Subscriptions | 505 | 615 | 540 | 750 | 750 | 672 | 750 |
| 100-004-554200 | c | Meals Lodging | - | 424 | 35 | 400 | 400 | - | - |
| 100-004-559000 | com | Medical Expense/supplies | - | 130 | - | - | - | - | - |
| 100-004-569000 | c | Other Contractual Service | 850 | 13,320 | - | 5,000 | 5,000 | - | 5,000 |
| 100-004-587100 | com | Office Equipment & Furniture | 87 | - | - | - | - | - | - |
| 100-004-599801 | c | Computer Software | - | - | - | - | - | - | 97,000 |
| 100-004-599802 | com | Computer Hardware | - | - | - | - | - | 163 | - |
| EXPENDITURE TOTAL | | | \$ 411,840 | \$ 856,339 | \$ 231,265 | \$ 467,535 | \$ 440,169 | \$ 236,010 | \$ 546,439 |
| Net Surplus/(Deficit) | | | \$ (162,714) | \$ (453,048) | \$ (119,481) | \$ (155,350) | \$ (152,105) | \$ (134,168) | \$ (233,714) |

City Attorney

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|------------------------------|---|-------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|---------------------|-------------------------|
| 100-003 | | REVENUES | | | | | | | |
| 100-003-499800 | | Miscellaneous Receipts | - | - | - | - | - | - | - |
| REVENUE TOTAL | | | \$ - | \$ - | | \$ - | \$ - | \$ - | \$ - |
| 100-003 | | EXPENDITURES | | | | | | | |
| 100-003-511600 | p | Salary: All Personnel | - | - | - | - | 132,560 | - | |
| 100-003-515500 | p | Vacation Pay | - | - | - | - | 5,576 | - | |
| 100-003-515600 | p | Holiday Pay | - | - | - | - | 5,576 | - | |
| 100-003-515800 | p | Sick Pay | - | - | - | - | 1,288 | - | |
| 100-003-517000 | p | Oasdi/city Share 6.2% | - | - | - | - | 8,990 | - | |
| 100-003-517001 | p | Medicare/city Share 1.45% | - | - | - | - | 2,103 | - | |
| 100-003-517401 | p | IMRF | - | - | - | - | 13,340 | - | |
| 100-003-518000 | p | Group Insurance | - | - | - | - | 25,000 | - | |
| 100-003-518100 | c | Liability Insurance Premiums | - | - | - | - | 7,000 | - | |
| 100-003-518300 | c | Workers Comp Insurance | - | - | - | - | 350 | - | |
| 100-003-518700 | c | Mileage | - | - | - | - | 150 | - | |
| 100-003-519000 | c | Training And Education | - | - | - | - | 5,000 | - | |
| 100-003-520200 | m | Office Supplies | - | - | - | - | 500 | - | |
| 100-003-520400 | m | Postage | - | - | - | - | 250 | - | |
| 100-003-551000 | m | Printing And Publications | - | - | - | - | 500 | - | |
| 100-003-551600 | m | Dues And Subscriptions | - | - | - | - | 1,000 | - | |
| 100-003-560600 | c | Corporate Counsel Fees | 232,774 | 237,476 | 271,171 | 210,000 | 75,000 | 250,464 | 250,000 |
| 100-003-561000 | c | Legal Fees | - | - | 32,915 | - | - | - | - |
| 100-003-561001 | c | Legal Services - Police Labor | 68,451 | 21,159 | 23,065 | 25,000 | 10,000 | 25,447 | 15,000 |
| 100-003-561002 | c | Legal Services - Fire Labor | 39,424 | 4,506 | 27,803 | 10,000 | 10,000 | 4,333 | 5,000 |
| 100-003-561003 | c | Legal Services - Teamsters | 10,744 | 5,021 | 10,386 | 10,000 | 10,000 | 5,831 | 20,000 |
| 100-003-561004 | c | Admin Hearing Officer | 5,800 | 5,675 | 11,193 | 12,500 | 10,000 | 8,028 | 10,000 |
| 100-003-587100 | m | Office Equipment & Furniture | - | - | - | - | 2,000 | - | |
| EXPENDITURE TOTAL | | | \$ 357,193 | \$ 273,836 | \$ 376,533 | \$ 267,500 | \$ 326,183 | \$ 294,104 | \$ 300,000 |
| Net Surplus/(Deficit) | | | \$ (357,193) | \$ (273,836) | \$ (376,533) | \$ (267,500) | \$ (326,183) | \$ (294,104) | \$ (300,000) |

Finance

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23
Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|------------------------------|-------|------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|---------------------|-------------------------|
| 100-006 | | REVENUES | | | | | | | |
| 100-006-499800 | | Miscellaneous Receipts | 7 | - | - | - | - | - | - |
| REVENUE TOTAL | | | \$ 7 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 100-006 | | EXPENDITURES | | | | | | | |
| 100-006-511600 | p | Salary: All Personnel | 175,298 | 217,922 | 255,835 | 281,556 | 284,828 | 249,912 | 270,000 |
| 100-006-515000 | p | Overtime | 78 | 78 | - | - | - | 26 | |
| 100-006-515500 | p | Vacation Pay | 12,294 | 17,756 | 14,993 | - | 15,000 | 18,106 | 14,000 |
| 100-006-515600 | p | Holiday Pay | 7,873 | 8,416 | 10,893 | - | 12,000 | 11,185 | 11,500 |
| 100-006-515800 | p | Sick Pay | 5,934 | 8,915 | 5,590 | - | 5,500 | 11,218 | 7,000 |
| 100-006-517000 | p | Oasdi/city Share 6.2% | 12,114 | 15,012 | 16,993 | 16,774 | 20,042 | 17,083 | 17,500 |
| 100-006-517001 | p | Medicare/city Share 1.45% | 2,820 | 3,510 | 3,974 | 3,923 | 4,687 | 3,995 | 4,000 |
| 100-006-517401 | p | IMRF | 23,546 | 27,601 | 24,599 | 31,682 | 24,196 | 19,455 | 17,300 |
| 100-006-518000 | p | Group Insurance | 61,166 | 84,705 | 75,959 | 89,263 | 75,000 | 57,488 | 39,583 |
| 100-006-518100 | c | Liability Insurance Premiums | 11,226 | 14,024 | 16,236 | 11,225 | 16,500 | 21,880 | 18,500 |
| 100-006-518200 | c | Unemployment Insurance | 13,552 | - | - | - | - | - | |
| 100-006-518300 | c | Workers Comp Insurance | 1,231 | 1,563 | 1,436 | 1,250 | 1,500 | 1,790 | 1,500 |
| 100-006-518700 | c | Mileage | - | 24 | 152 | - | - | - | |
| 100-006-519000 | c | Training And Education | 142 | 2,181 | 20,690 | 15,000 | 15,000 | 1,091 | 15,000 |
| 100-006-520200 | m | Office Supplies | 682 | 1,945 | 1,816 | 1,500 | 1,500 | 755 | 1,000 |
| 100-006-520400 | m | Postage | 2,551 | 3,274 | 3,505 | 3,150 | 3,500 | 3,496 | 3,500 |
| 100-006-524000 | c | Lease/rental Of Equipment | 639 | 1,533 | 1,405 | 1,600 | 1,600 | 1,546 | 1,600 |
| 100-006-538000 | c | Maintenance Agreements | 795 | 1,197 | 1,221 | 1,000 | 1,100 | 300 | 500 |
| 100-006-551000 | c | Printing And Publications | 4,314 | 4,808 | 3,560 | 3,000 | 3,500 | 6,568 | 5,000 |
| 100-006-551600 | c | Dues And Subscriptions | 1,100 | 650 | 1,260 | 700 | 850 | 332 | 1,500 |
| 100-006-559000 | m | Medical Expense/supplies | 117 | 204 | 216 | - | 200 | 518 | 500 |
| 100-006-569000 | c | Other Contractual Service | 15,967 | 840 | 37,492 | 5,000 | 60,000 | 128,018 | 130,000 |
| 100-006-587100 | m | Office Equipment & Furniture | 374 | - | 200 | 1,000 | 1,000 | - | |
| 100-006-599000 | other | Miscellaneous | 52 | - | - | - | - | 334 | |
| EXPENDITURE TOTAL | | | \$ 353,865 | \$ 416,158 | \$ 498,024 | \$ 467,623 | \$ 547,503 | \$ 555,096 | \$ 561,483 |
| Net Surplus/(Deficit) | | | \$ (353,858) | \$ (416,158) | \$ (498,024) | \$ (467,623) | \$ (547,503) | \$ (555,096) | \$ (561,483) |

Human Resources

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected
FY24 | FY25
Proposed Budget |
|------------------------------|-------|------------------------------|---------------------|---------------------|--------------------|---------------------|----------------------------|---------------------|-------------------------|
| 100-005 | | REVENUES | | | | | | | |
| 100-005-499800 | | Miscellaneous Receipts | - | 20 | - | - | - | - | - |
| REVENUE TOTAL | | | \$ - | \$ 20 | \$ - | \$ - | \$ - | \$ - | \$ - |
| 100-005 | | EXPENDITURES | | | | | | | |
| 100-005-511600 | p | Salary: All Personnel | 88,504 | 85,662 | 14,288 | 134,561 | 118,029 | 63,670 | 113,586 |
| 100-005-515500 | p | Vacation Pay | 8,480 | 8,822 | 739 | - | 9,000 | 1,618 | 5,875 |
| 100-005-515600 | p | Holiday Pay | 3,398 | 3,266 | 257 | - | 3,500 | 3,736 | 4,896 |
| 100-005-515800 | p | Sick Pay | 716 | 1,859 | 80 | - | 1,500 | 1,652 | 2,938 |
| 100-005-517000 | p | Oasdi/city Share 6.2% | 6,126 | 6,033 | 931 | 8,343 | 8,186 | 4,243 | 7,892 |
| 100-005-517001 | p | Medicare/city Share 1.45% | 1,433 | 1,411 | 218 | 1,951 | 1,914 | 992 | 1,846 |
| 100-005-517401 | p | IMRF | 12,128 | 20,070 | 1,117 | 15,757 | 9,599 | 4,903 | 8,300 |
| 100-005-518000 | p | Group Insurance | 10,136 | 11,888 | 2,608 | 16,868 | 12,000 | 16,366 | 15,340 |
| 100-005-518100 | c | Liability Insurance Premiums | 9,516 | 11,889 | - | 9,516 | 14,000 | 18,565 | 16,000 |
| 100-005-518300 | c | Workers Comp Insurance | 308 | 385 | - | 308 | 400 | 477 | 450 |
| 100-005-518700 | c | Mileage | - | 36 | - | - | - | - | 50 |
| 100-005-519000 | c | Training And Education | 2,393 | 4,944 | 2,019 | 11,316 | 7,500 | 2,423 | 15,000 |
| 100-005-520200 | m | Office Supplies | 624 | 512 | 199 | 1,100 | 600 | 238 | 600 |
| 100-005-520400 | m | Postage | 2 | 68 | 18 | 65 | 250 | 219 | 500 |
| 100-005-551000 | c | Printing And Publications | 4,641 | 1,276 | - | 1,800 | 5,000 | 1,289 | 5,000 |
| 100-005-551600 | c | Dues And Subscriptions | 2,611 | 2,305 | - | 2,900 | 2,500 | 2,045 | 2,500 |
| 100-005-554200 | c | Meals Lodging | - | 77 | - | - | - | - | - |
| 100-005-559000 | m | Medical Expense/supplies | 566 | 556 | - | 500 | 500 | - | - |
| 100-005-569000 | c | Other Contractual Service | 11,720 | 3,725 | 62,661 | 25,000 | 50,000 | 91,449 | 50,000 |
| 100-005-587100 | m | Office Equipment & Furniture | - | - | - | - | - | - | - |
| 100-005-597900 | c | Employee Recognition | 2,884 | 4,421 | 1,226 | 10,000 | 1,500 | 3,367 | 20,000 |
| 100-005-599000 | other | Miscellaneous | 5,032 | 37 | 414 | - | - | 496 | - |
| EXPENDITURE TOTAL | | | \$ 171,216 | \$ 169,242 | \$ 86,772 | \$ 239,985 | \$ 245,978 | \$ 217,750 | \$ 270,772 |
| Net Surplus/(Deficit) | | | \$ (171,216) | \$ (169,222) | \$ (86,772) | \$ (239,985) | \$ (245,978) | \$ (217,750) | \$ (270,772) |

Information Technology

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected
FY24 | FY25
Proposed Budget |
|------------------------------|-------|------------------------------|-----------------------|-----------------------|---------------------|-----------------------|----------------------------|-----------------------|-------------------------|
| 100-009 | | REVENUES | | | | | | | |
| 100-009-499800 | | Miscellaneous Receipts | - | - | | | - | | |
| REVENUE TOTAL | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 100-009 | | EXPENDITURES | | | | | | | |
| 100-009-511600 | p | Salary: All Personnel | 94,174 | 78,024 | 36,257 | 80,272 | 80,706 | 89,325 | 143,252 |
| 100-009-515000 | p | Overtime | 772 | 21,640 | 11,120 | 21,300 | 5,000 | 24,850 | 10,000 |
| 100-009-515500 | p | Vacation Pay | 6,475 | 5,171 | 4,050 | - | 8,000 | 7,124 | 8,062 |
| 100-009-515600 | p | Holiday Pay | 3,841 | 3,266 | 1,571 | - | 5,000 | 5,155 | 6,201 |
| 100-009-515800 | p | Sick Pay | 972 | 4,441 | 850 | - | 3,500 | 1,389 | 3,721 |
| 100-009-517000 | p | Oasdi/city Share 6.2% | 6,297 | 6,673 | 3,214 | 6,297 | 6,337 | 7,625 | 9,997 |
| 100-009-517001 | p | Medicare/city Share 1.45% | 1,473 | 1,561 | 752 | 1,473 | 1,482 | 1,783 | 2,338 |
| 100-009-517401 | p | IMRF | 12,408 | 12,336 | 3,915 | 11,884 | 11,000 | 9,124 | 10,513 |
| 100-009-518000 | p | Group Insurance | 22,897 | 25,288 | 8,648 | 18,119 | 24,000 | 20,890 | 20,532 |
| 100-009-518100 | c | Liability Insurance Premiums | 7,174 | 8,996 | - | 7,200 | 11,000 | 12,156 | 13,371 |
| 100-009-518300 | c | Workers Comp Insurance | 308 | 375 | - | 300 | 350 | 348 | 383 |
| 100-009-519000 | c | Training And Education | 2,795 | 749 | - | 5,000 | 5,000 | - | 5,000 |
| 100-009-520200 | m | Office Supplies | 44 | - | - | 100 | 100 | - | 100 |
| 100-009-520400 | m | Postage | - | 30 | - | 200 | 200 | - | 200 |
| 100-009-522400 | m | General Supplies | 446 | 3,202 | 1,181 | 5,000 | 5,000 | 5,562 | 7,000 |
| 100-009-529000 | m | Equipment | 475 | 23 | - | 400 | 500 | 301 | 500 |
| 100-009-529500 | m | AVL Equipment | 10,191 | 18,337 | 5,820 | 21,000 | 18,500 | 17,646 | 18,500 |
| 100-009-534400 | c | Equipment Repairs | - | - | - | 500 | 1,000 | - | 1,000 |
| 100-009-538000 | c | Maintenance Agreements | 497,040 | 753,916 | 681,285 | 810,000 | 1,112,000 | 972,913 | 506,265 |
| 100-009-550300 | c | Telephone | 238,381 | 243,759 | 103,804 | 223,800 | 250,000 | 308,852 | 320,000 |
| 100-009-551000 | c | Printing And Publications | - | - | - | 100 | 50 | - | 50 |
| 100-009-551600 | c | Dues And Subscriptions | 4,995 | - | - | 5,000 | 1,000 | - | 1,000 |
| 100-009-569000 | c | Other Contractual Service | 654 | 4,966 | - | 10,000 | 5,000 | 180 | 5,000 |
| 100-009-587100 | m | Office Equipment & Furniture | - | - | - | 20,000 | 1,000 | - | 2,000 |
| 100-009-599000 | other | Miscellaneous | - | - | 103 | - | - | 124 | |
| 100-009-599801 | c | Computer Software | 14,824 | 62,668 | 8,193 | 50,000 | 25,000 | 12,950 | 25,000 |
| 100-009-599802 | m | Computer Hardware | 263,698 | 213,942 | 50,792 | 250,000 | 450,000 | 493,867 | 350,000 |
| EXPENDITURE TOTAL | | | \$ 1,190,334 | \$ 1,469,362 | \$ 921,554 | \$ 1,547,945 | \$ 2,030,725 | \$ 1,992,162 | \$ 1,470,184 |
| Net Surplus/(Deficit) | | | \$ (1,190,334) | \$ (1,469,362) | \$ (921,554) | \$ (1,547,945) | \$ (2,030,725) | \$ (1,992,162) | \$ (1,470,184) |

General Operations

| Account Number | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Approved Budget | Projected FY24 | FY25 Proposed Budget |
|----------------|--------------------------------|-------------|-------------|-------------|-------------|----------------------|----------------|----------------------|
| 100-990 | REVENUES | | | | | | | |
| 100-990-410100 | Real Estate Tax | 5,661,921 | 4,703,471 | 4,792,728 | 4,703,471 | 4,730,608 | 4,730,000 | 4,934,332 |
| 100-990-410900 | Use Tax | 1,524,324 | 1,269,466 | 1,292,094 | 1,200,000 | 1,560,000 | 1,220,000 | 1,200,000 |
| 100-990-411000 | Municipal Sales Tax | 5,930,012 | 6,325,178 | 6,380,330 | 6,250,000 | 6,500,000 | 6,700,000 | 6,900,000 |
| 100-990-411004 | Home Rule Sales Tax | 6,262,861 | 6,966,802 | 7,221,068 | 6,800,000 | 7,500,000 | 7,500,000 | 7,725,000 |
| 100-990-411005 | Local Cannabis Sales Tax | - | 112,942 | 171,075 | 100,000 | 175,000 | 183,704 | 190,000 |
| | Utility Tax | | | | | | | 4,000,000 |
| 100-990-412000 | Replacement P/p Tax - State | 1,230,268 | 3,218,386 | 4,072,818 | 1,650,000 | 4,100,000 | 3,000,000 | 3,000,000 |
| 100-990-412200 | Pull Tab/jar Game Tax | - | - | - | - | 2,500 | - | - |
| 100-990-412300 | Video Gaming Tax | 513,663 | 647,658 | 691,960 | 650,000 | 650,000 | 710,946 | 720,000 |
| 100-990-413000 | Illinois Income Tax | 3,908,445 | 4,762,641 | 5,127,044 | 4,650,000 | 5,200,000 | 5,200,000 | 5,356,000 |
| 100-990-414002 | Impound Fees | 62,940 | (500) | - | - | - | - | - |
| 100-990-414100 | Food & Beverage Tax | 1,286,411 | 1,586,612 | 1,556,443 | 1,649,386 | 1,550,000 | 1,600,000 | 1,648,000 |
| 100-990-414200 | Packaged Liquor Tax | 188,687 | 181,904 | 203,488 | 190,000 | 200,000 | 220,000 | 225,000 |
| 100-990-440223 | Transfer From Solid Waste | - | 176,546 | - | - | - | - | - |
| 100-990-440231 | Transfer From Sewerage | 860,000 | 53,649 | - | - | - | - | - |
| 100-990-440277 | Transfer from BDD | - | 299,005 | - | - | - | - | - |
| 100-990-440501 | Transfer From School Bus | 1,213,099 | 303,162 | - | 500,000 | - | - | - |
| 100-990-440570 | Transfer from Econ Development | 225,000 | - | - | - | - | - | - |
| 100-990-440900 | Transfer From Tpcc | 233,898 | - | - | - | - | - | - |
| 100-990-440924 | Contribution from Library | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| 100-990-442500 | Federal Grants | - | 5,555,316 | - | - | - | - | - |
| 100-990-442600 | State Grants | 2,199,281 | (56,900) | - | - | - | - | - |
| 100-990-454500 | Other Contractual Revenue | 8,282 | 3,336 | 36,987 | 5,000 | 10,000 | 62,173 | 50,000 |
| 100-990-455001 | Ameren Gas Franchise | 279,390 | 303,260 | 330,980 | 300,000 | 335,600 | 335,600 | 335,600 |
| 100-990-455002 | Municipal Telecommunictns | 388,418 | 336,666 | 313,639 | 340,000 | 312,000 | 312,212 | 310,000 |
| 100-990-455003 | Franchise Fee - Cable Tv | 312,569 | 510,788 | 401,709 | 450,000 | 450,000 | 369,610 | 350,000 |
| 100-990-455004 | Good Energy Revenue | 91,288 | 102,311 | 14,263 | 95,000 | - | 5,910 | 5,000 |
| 100-990-458000 | TC3 Service Fee | 54,167 | 50,000 | 38,333 | 50,000 | 15,000 | 15,000 | 35,000 |
| 100-990-463500 | Late Payment Penalty | 3,487 | 17,029 | 30,322 | 19,000 | 25,000 | 7,337 | 6,000 |
| 100-990-463600 | Interest Charge | 264 | 3,250 | 5,074 | 3,000 | 5,000 | 1,584 | 1,500 |
| 100-990-490100 | Interest Earnings | 96,302 | 63,232 | 439,308 | 50,000 | 350,000 | 818,797 | 600,000 |
| 100-990-492100 | Loan Proceeds | - | 1,475,680 | - | - | - | - | 12,000,000 |
| 100-990-496200 | PPRT Tax Clearing Acct | - | - | 146,199 | - | 547,730 | 181,369 | 210,000 |
| 100-990-498900 | Non Sufficient Funds Fee | 25 | 125 | 175 | - | - | 90 | - |

General Operations

| Account Number | | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Approved Budget | Projected FY24 | FY25 Proposed Budget |
|------------------------------|-------|-------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 100-990-499150 | | Suits And Settlements | - | - | 17,414 | - | - | - | - |
| 100-990-499201 | | Human Rights Contributions | 21 | - | - | 20,000 | - | - | - |
| 100-990-499800 | | Miscellaneous Receipts | 7,685 | 7,505 | - | 5,000 | - | 2,627 | - |
| 100-990-499802 | | Cash Over/Short | (20) | - | - | - | - | - | - |
| 100-990-499850 | | Allocated Cost Reimbursements | 389 | 73 | - | - | - | - | - |
| REVENUE TOTAL | | | \$ 32,558,076 | \$ 38,993,593 | \$ 33,298,453 | \$ 29,694,857 | \$ 34,233,438 | \$ 33,191,960 | 49,816,432 |
| 100-990 | | EXPENDITURES | | | | | | | |
| 100-990-520200 | n | Office Supplies | 5,446 | 1,738 | - | - | - | 350 | - |
| 100-990-520240 | t | Transfer to MFT | - | 372 | - | - | - | - | - |
| 100-990-520400 | m | Postage | 488 | (534) | (106) | - | - | (2,375) | - |
| 100-990-520445 | t | Transfer To Capital Projects | 12,500 | - | - | 250,000 | 5,555,136 | - | 870,000 |
| 100-990-520525 | t | Transfer To Pekin Airport | - | - | - | - | - | - | 318,200 |
| 100-990-520924 | t | Transfer To Library Fund | - | - | 1,890 | - | - | - | - |
| 100-990-520941 | t | Transfer To Police Pension | 58,322 | 1,877,573 | 1,562,978 | 1,873,497 | 1,828,630 | 1,914,736 | 2,284,494 |
| 100-990-520944 | t | Transfer To Fire Pension | 296,992 | 3,771,400 | 3,274,603 | 3,744,136 | 3,588,167 | 3,871,815 | 4,345,388 |
| 100-990-524000 | c | Lease/rental Of Equipment | 2,291 | 2,474 | 2,268 | 2,100 | 2,200 | 2,030 | 5,000 |
| 100-990-538000 | c | Maintenance Agreements | 6,006 | 7,806 | 7,540 | 7,200 | 7,500 | 6,040 | 10,000 |
| 100-990-551000 | c | Printing And Publications | - | 741 | - | - | - | 908 | 1,000 |
| 100-990-560100 | c | Auditing Fees | 39,426 | 16,876 | 44,015 | 16,876 | 45,000 | 50,655 | 100,000 |
| 100-990-565900 | c | Citylink Contract | 191,667 | 210,000 | 210,000 | 210,000 | 210,000 | 126,000 | 210,000 |
| 100-990-569000 | c | Other Contractual Service | 11,421 | 18,552 | 13,524 | 26,250 | 110,000 | 7,589 | 110,000 |
| 100-990-580200 | cap | Land Purchase | 59,752 | 1,481,894 | (1,458) | - | - | - | 14,250,000 |
| 100-990-590400 | debt | Interest Paid | 265,583 | 23,659 | 39,845 | 39,674 | 37,776 | 31,525 | 34,713 |
| 100-990-590600 | c | Bank Charges | 2,503 | 1,550 | 1,225 | 2,000 | 1,500 | 1,258 | 1,500 |
| 100-990-590900 | c | Police And Fire Commission | 17,062 | 31,394 | 28,958 | 23,000 | 20,000 | 16,361 | 20,000 |
| 100-990-591000 | debt | Bond Principal Retired | 240,000 | - | - | - | - | - | - |
| 100-990-591100 | c | Bond Registrar Fees | 750 | 750 | - | - | - | - | - |
| 100-990-591400 | debt | Loan payments | 304,635 | 337,348 | 349,534 | 342,579 | 344,477 | 69,930 | 80,149 |
| 100-990-599000 | other | Miscellaneous | 6,469 | 43 | 786 | - | - | 439 | - |
| 100-990-599999 | cont | Contingency | 41,694 | 47,303 | 497,502 | 368,792 | 50,000 | - | 500,000 |
| EXPENDITURE TOTAL | | | \$ 2,841,661 | \$ 7,288,186 | \$ 11,588,420 | \$ 6,906,104 | \$ 11,800,386 | \$ 6,097,262 | 23,140,444 |
| Net Surplus/(Deficit) | | | \$ 29,716,415 | \$ 31,705,406 | \$ 21,710,033 | \$ 22,788,753 | \$ 22,433,052 | \$ 27,094,697 | 26,675,988 |

Insurance

| Account Number | Description | FY20 Actual | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Approved Budget | Projected FY24 | FY25 Proposed Budget |
|----------------------|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|----------------------|
| 695 | REVENUES | | | | | | | | |
| 695-092-479100 | Sec 125 Flex Plan Contrib | 58,871 | 53,939 | 57,193 | 57,966 | 57,551 | 58,000 | 61,603 | 60,000 |
| 695-092-490100 | Interest | 217 | 17 | 5 | 12 | - | - | 16 | - |
| 695-093-450500 | Liability Premiums | 433,832 | 421,914 | 488,087 | 494,949 | 421,914 | 650,000 | 603,351 | 550,000 |
| 695-093-490100 | Interest Earnings | - | - | - | - | - | - | - | - |
| 695-093-495600 | Insurance Reimbursements | - | - | 18,476 | - | - | - | - | - |
| 695-093-499800 | Miscellaneous Receipts | - | 7,532 | - | - | - | - | - | - |
| 695-094-450500 | Workmans Comp Premiums | 620,615 | 563,613 | 689,784 | 682,410 | 533,982 | 550,000 | 871,269 | 800,000 |
| 695-094-490100 | Interest Earnings | - | - | - | - | - | - | - | - |
| 695-094-495600 | Insurance Reimbursements | - | - | 172,428 | - | - | - | - | - |
| 695-095-450500 | Premiums - Interfund | 4,320,270 | 4,575,430 | 3,090,391 | 3,153,428 | 3,368,286 | 4,102,341 | 3,578,646 | 3,828,000 |
| 695-095-450501 | Premiums - Employees | 469,352 | - | - | - | - | 445,659 | 46,650 | 528,000 |
| 695-095-450505 | Retiree Ins Premiums | - | - | 791,455 | 1,115,547 | 252,308 | 350,000 | 320,353 | 385,000 |
| 695-095-450510 | Premiums - BCBS | - | - | 1,021,814 | 1,119,487 | 1,144,173 | 1,300,000 | 1,169,995 | 1,188,000 |
| 695-095-450511 | Employee Premiums Police | - | - | - | - | - | - | 4,627 | 105,600 |
| 695-095-450515 | Police Retiree Premiums | - | - | 30,468 | 89,173 | 126,637 | 130,000 | 66,415 | 130,000 |
| 695-095-490100 | Interest Earnings | 4,183 | 175 | 34 | 117 | - | - | 1,642 | - |
| 695-095-495200 | Excess Health Insurance R | 16,688 | - | - | - | 1 | - | - | - |
| 695-095-495300 | Claim refunds | 3,351 | 57,692 | 6,313 | 340,474 | - | - | 164,542 | - |
| 695-095-495400 | Ppo Refund | 487 | 7,788 | - | - | - | - | - | - |
| 695-095-495500 | Drug Card Rebate | 122,295 | 138,199 | 134,102 | 104,628 | 110,000 | 100,000 | - | - |
| | Insurance reimb | | | | 12,654 | | | 18,035 | - |
| 695-095-499800 | Miscellaneous Receipts | 1,761 | - | - | 25 | - | - | - | - |
| 695-095-499801 | Write Off Outstanding Che | - | - | - | 8,205 | - | - | - | - |
| REVENUE TOTAL | | \$ 6,051,921 | \$ 5,826,299 | \$ 6,500,548 | \$ 7,179,075 | \$ 6,014,852 | \$ 7,686,000 | \$ 6,907,144 | \$ 7,574,600 |
| 695 | EXPENDITURES | | | | | | | | |
| Sec 125 Flex | | | | | | | | | |
| 695-092-517300 | Sec 125 Flex Plan Claims | 52,979 | 56,758 | 59,288 | 45,261 | 57,551 | 57,000 | 50,478 | 55,000 |
| 695-092-517505 | Flex Administration Fee | 1,947 | - | - | - | - | - | - | - |
| Liability | | | | | | | | | |
| 695-093-518125 | Claims Paid/Airport | - | - | 12,461 | - | - | - | - | - |
| 695-093-518132 | Claims Paid / Street Dept | - | - | - | - | - | - | 10,587 | - |
| 695-093-518133 | Claims Paid / Police Prot | (820) | 22,532 | (725) | - | - | - | (10,901) | - |
| 695-093-518134 | Claims Paid / Fire Prot | (5,280) | - | - | - | - | - | - | - |
| 695-093-518151 | Claims Paid / School Bus | 4,948 | - | - | - | - | - | - | - |
| 695-093-518400 | Premiums Paid | 551,627 | 421,914 | 428,153 | 494,949 | 421,914 | 650,000 | 502,792 | 525,000 |
| Workmans Comp | | | | | | | | | |
| 695-094-518400 | Premiums Paid | 505,482 | 563,613 | 749,718 | 1,131,617 | 533,982 | 577,000 | 726,057 | 750,000 |
| 695-094-561000 | Legal Fees | 1,300 | - | - | - | - | - | - | - |
| 695-094-599000 | Miscellaneous | 52 | 35 | - | - | - | - | - | - |

Insurance

| Account Number | Description | FY20
Actual | FY21
Actual | FY22
Actual | FY23
Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed
Budget |
|------------------------------|-----------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|---------------------|----------------------------|
| Health | | | | | | | | | |
| 695-095-516700 | Wellness Program | 52,448 | 45,453 | 47,573 | 42,129 | 43,600 | 42,000 | 15,205 | 30,000 |
| 695-095-516900 | Smoking Cessation Program | - | - | - | - | - | - | - | - |
| 695-095-517500 | Health Claims Paid/GPS | 3,227,977 | 2,748,994 | 3,610,912 | 2,957,084 | 2,535,946 | - | 40,664 | 20,000 |
| 695-095-517501 | Administration Fees | 136,752 | 110,124 | 147,248 | 110,345 | 95,000 | 2,500 | 32,454 | 30,000 |
| 695-095-517502 | Reinsurance Premium | - | 13,319 | 16,954 | - | 17,000 | - | - | - |
| 695-095-517504 | A D & D Life Premium | 19,374 | 22,161 | 28,070 | 21,957 | 24,000 | 24,000 | 13,258 | 24,000 |
| 695-095-517506 | Vision Coverage | 5,626 | 22,948 | 24,878 | 23,336 | 21,500 | 23,000 | 16,817 | 23,000 |
| 695-095-517507 | Health Claims Plan A | - | - | - | 570,437 | - | 4,548,000 | 3,493,742 | 3,750,000 |
| 695-095-517508 | Stop Loss | 339,033 | 271,426 | 248,226 | 147,830 | 245,000 | - | 41,734 | 45,000 |
| 695-095-517509 | Police BCBS Health Ins Plan | 1,022,945 | 1,314,196 | 1,223,195 | 1,272,747 | 1,270,810 | 1,300,000 | 1,574,794 | 1,700,000 |
| 695-095-517510 | Fire Ins Trust Fund Pmts | 3,600 | - | - | - | - | - | - | - |
| 695-095-517511 | Dental Coverage | - | - | - | 65,143 | - | 67,000 | 194,364 | 20,000 |
| 695-095-517512 | Dental Coverage - Retirees | - | - | - | 16,136 | - | 17,500 | 45,074 | 50,000 |
| 695-095-517513 | Vision Coverage - Retirees | - | - | - | 1,369 | - | 1,500 | 3,894 | 4,000 |
| 695-095-517515 | Health Claims Paid - Ret | - | - | 796,082 | 776,919 | 726,457 | 350,000 | 931,078 | 950,000 |
| 695-095-517600 | Central States Premium | 32,255 | 159,687 | 62,663 | - | - | - | - | - |
| 695-095-569000 | Other Contractual Service | 29,896 | 32,593 | 24,521 | 34,414 | 22,092 | 25,000 | 24,350 | 25,000 |
| 695-095-590600 | Bank Charges | - | 60 | - | - | - | - | 18 | - |
| 695-095-599000 | Miscellaneous | 1,156 | 892 | 1,128 | - | - | 1,500 | 2,470 | 25,000 |
| EXPENDITURE TOTAL | | \$ 5,983,297 | \$ 5,806,705 | \$ 7,480,344 | \$ 7,711,672 | \$ 6,014,852 | \$ 7,686,000 | \$ 7,708,927 | \$ 8,026,000 |
| Net Surplus/(Deficit) | | \$ 68,624 | \$ 19,594 | \$ (979,795) | \$ (532,597) | \$ - | \$ - | \$ (801,783) | \$ (451,400) |

Fire Department

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|----------------------|---|-------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------------|-------------------|-------------------------|
| 100-034 | | REVENUES | | | | | | | |
| 100-034-437300 | | SOI - Training Reimbursem | - | 20,528 | 161 | - | 10,000 | 10,029 | 10,000 |
| 100-034-442700 | | County Grants | 1,000 | 1,000 | 3,250 | 1,000 | 2,000 | 4,170 | 2,000 |
| 100-034-451000 | | Copy Money/Accidents etc | 100 | 235 | 100 | - | - | 534 | - |
| 100-034-454002 | | Fire Protection - Brush Hill | 177,356 | 178,380 | 179,061 | 183,500 | 180,000 | 224,343 | 187,000 |
| 100-034-454003 | | Fire Protection - Powerton | 360,326 | 367,015 | 373,761 | 377,698 | 377,000 | 344,630 | 392,371 |
| 100-034-454100 | | Hazardous Waste Cleanup | 2,526 | - | 1,305 | - | - | - | - |
| 100-034-454200 | | Non Resident Rescue Fees | 3,575 | 3,850 | 825 | 3,500 | 1,000 | 6,270 | 2,000 |
| 100-034-454300 | | Hydrant Flushing | - | 300 | - | 300 | - | - | - |
| 100-034-454600 | | CPR Training Fees | - | - | 3,620 | - | 2,500 | 1,164 | 2,000 |
| 100-034-454700 | | Sprinkler Fees | 300 | 900 | 300 | 300 | 1,500 | 720 | 1,500 |
| 100-034-454800 | | AMT Transport Assist | 450 | 1,050 | 600 | 600 | - | - | - |
| 100-034-455005 | | AMT Franchise | 65,333 | 66,740 | 68,408 | 68,408 | 90,000 | 81,000 | 90,000 |
| 100-034-493002 | | Fire Prevention Contribut | 5,000 | - | 200 | - | 100 | 25,200 | 100 |
| 100-034-493600 | | Training Reimbursements | - | 827 | - | - | - | - | - |
| 100-034-495600 | | Insurance Reimbursements | 136,602 | 65,586 | 119,925 | 65,000 | 65,000 | 115,395 | 65,000 |
| 100-034-499404 | | Sale Of Equipment | 729 | 3,409 | - | - | - | - | - |
| 100-034-499800 | | Miscellaneous Receipts | 5,787 | - | 44,024 | - | 1,000 | - | 1,000 |
| REVENUE TOTAL | | | \$ 759,083 | \$ 709,820 | \$ 795,541 | \$ 700,306 | \$ 730,100 | \$ 813,455 | \$ 752,971 |
| 100-034 | | EXPENDITURES | | | | | | | |
| 100-034-511600 | p | Salary: All Personnel | 3,698,968 | 3,955,502 | 4,163,016 | 4,959,747 | 3,980,738 | 4,356,566 | 4,208,418 |
| 100-034-515000 | p | Overtime | 707,838 | 530,897 | 519,326 | 350,000 | 400,000 | 668,716 | 650,000 |
| 100-034-515500 | p | Vacation Pay | 342,276 | 375,229 | 388,726 | - | 400,000 | 395,240 | 410,000 |
| 100-034-515600 | p | Holiday Pay | 232,233 | 138,640 | 271,677 | 190,760 | 257,144 | 283,174 | 293,085 |
| 100-034-515800 | p | Sick Pay | 144,989 | 243,541 | 221,729 | 64,728 | 203,420 | 87,815 | 90,000 |
| 100-034-515801 | p | Sick Payout | - | - | - | - | - | - | 25,000 |
| 100-034-515900 | p | Injury Pay | 257,753 | 178,414 | 117,666 | - | 146,411 | 191,663 | 195,000 |
| 100-034-517000 | p | Oasdi/city Share 6.2% | 2,981 | 3,038 | 3,066 | 3,373 | 3,491 | 3,117 | 3,253 |
| 100-034-517001 | p | Medicare/city Share 1.45% | 73,344 | 72,751 | 77,744 | 76,991 | 72,322 | 81,549 | 85,137 |
| 100-034-517401 | p | IMRF | 6,046 | 5,800 | 4,741 | 6,371 | 4,094 | 3,983 | 3,745 |
| 100-034-518000 | p | Group Insurance | 1,357,168 | 1,491,470 | 1,678,859 | 1,688,190 | 1,500,000 | 1,508,287 | 1,583,702 |
| 100-034-518100 | c | Liability Insurance Premiums | 107,208 | 103,054 | 125,085 | 107,500 | 125,000 | 126,200 | 138,820 |
| 100-034-518200 | c | Unemployment Insurance | - | - | - | - | - | 694 | - |
| 100-034-518300 | c | Workers Comp Insurance | 178,776 | 265,598 | 228,807 | 178,776 | 230,000 | 254,909 | 280,400 |
| 100-034-518900 | p | Uniform Allowance | 33,666 | 36,269 | 42,691 | 47,500 | 37,800 | 46,770 | 42,000 |
| 100-034-519000 | c | Training And Education | 47,029 | 80,572 | 88,527 | 80,000 | 80,000 | 43,072 | 70,000 |
| 100-034-520200 | m | Office Supplies | 1,075 | 2,194 | 2,141 | 1,500 | 2,000 | 1,082 | 1,000 |
| 100-034-520400 | m | Postage | 149 | 312 | 345 | 250 | 300 | 88 | 300 |
| 100-034-520905 | c | Public Safety Dispatching Fee | 179,152 | 156,737 | 81,771 | 123,126 | 115,000 | 114,322 | 90,000 |
| 100-034-522400 | m | General Supplies | 15,454 | 11,795 | 15,694 | 18,000 | 15,000 | 14,352 | 18,000 |
| 100-034-522500 | m | Emergency Medical Supplies | 36,350 | 50,151 | 46,174 | 30,000 | 40,000 | 41,764 | 50,000 |

Fire Department

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|-----------------------|-------|----------------------------------|----------------|----------------|----------------|----------------|-------------------------|----------------|-------------------------|
| 100-034-524000 | c | Lease/rental Of Equipment | 21,981 | 6,622 | 10,229 | 6,000 | 7,500 | 8,518 | 25,500 |
| 100-034-529000 | m | Equipment | 89,213 | 205,652 | 220,487 | 150,000 | 80,000 | 75,647 | 140,000 |
| 100-034-534000 | c | Automotive Expense | 318,981 | 243,192 | 227,551 | 150,000 | 175,000 | 214,954 | 200,000 |
| 100-034-534200 | c | Buildings & Grounds Maintenananc | - | - | - | - | - | 306 | - |
| 100-034-534400 | c | Equipment Repairs | 21,882 | 28,680 | 10,216 | 26,000 | 26,000 | 21,975 | 26,000 |
| 100-034-538000 | c | Maintenance Agreements | 1,811 | 9,932 | 3,717 | 3,000 | 10,000 | 5,754 | 48,735 |
| 100-034-550100 | c | Utilities | 30,765 | 37,733 | 47,204 | 26,000 | 40,000 | 31,267 | 38,000 |
| 100-034-550300 | c | Telephone | 243 | - | - | - | - | - | - |
| 100-034-551000 | c | Printing And Publications | 349 | 232 | 198 | 500 | 350 | 216 | 350 |
| 100-034-551600 | c | Dues And Subscriptions | 2,284 | 3,059 | 1,385 | 500 | 2,000 | 4,168 | 5,000 |
| 100-034-554200 | c | Meals Lodging | 92 | 111 | 1,556 | 500 | 100 | - | 1,000 |
| 100-034-554300 | m | Uniform & Tool Expense | - | - | 9,106 | - | 30,000 | 4,739 | - |
| 100-034-555000 | c | Radio Expense | 12,496 | 16,804 | 13,424 | 15,000 | 12,000 | 14,106 | 15,000 |
| 100-034-556100 | m | Gasoline/diesel Fuel | 28,495 | 39,330 | 65,090 | 57,042 | 57,000 | 58,449 | 60,000 |
| 100-034-557200 | c | License And Inspection Fe | 4,792 | 3,110 | 4,219 | 8,000 | 4,500 | 161 | 4,000 |
| 100-034-559000 | m | Medical Expense/supplies | 562 | 27,430 | 4,674 | 32,000 | 32,000 | 843 | - |
| | c | Physicals | | | | | | | 40,000 |
| 100-034-569000 | c | Other Contractual Service | 4,705 | 4,275 | - | 10,000 | - | 1,632 | 5,000 |
| 100-034-587000 | cap | Machinery And Equipment capital | 31,510 | 11,041 | - | 10,000 | 100,000 | 36,188 | 1,000,000 |
| 100-034-587100 | m | Office Equipment & Furniture | 108,188 | 440 | 460 | 1,000 | 500 | 240 | 500 |
| 100-034-587500 | cap | Vehicles | 71,213 | - | 120,950 | - | - | - | - |
| 100-034-598000 | m | Fire Prevention | 600 | 2,120 | 4,160 | 5,000 | 2,500 | 279 | 3,000 |
| 100-034-598100 | c | Public Relations | 1,296 | 711 | 1,213 | 1,500 | 1,500 | 1,793 | 1,500 |
| 100-034-599000 | other | Miscellaneous | 745 | 235 | 1,315 | 1,000 | 1,000 | 501 | 1,000 |
| 100-034-599801 | c | Computer Software | - | 895 | 18,425 | - | - | - | - |
| 100-034-599802 | m | Computer Hardware | 402 | 326 | 255 | - | - | 145 | - |
| 100-034-599999 | cont | Contingency | - | - | - | - | 50,000 | - | 50,000 |
| EXPENDITURE TOTAL | | | \$ 8,175,058 | \$ 8,343,895 | \$ 8,343,895 | \$ 8,429,854 | \$ 8,244,670 | \$ 8,705,240 | \$ 9,902,444 |
| Net Surplus/(Deficit) | | | \$ (7,415,975) | \$ (7,634,075) | \$ (7,634,075) | \$ (7,729,548) | \$ (7,514,570) | \$ (7,891,785) | \$ (9,149,473) |

Police

| Account Number | Account Type | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Amended Budget | Projected FY24 | FY25 Proposed Budget |
|----------------|--------------|--------------------------------|-------------|-------------|-------------|-------------|---------------------|----------------|----------------------|
| 100-760 | | REVENUES | | | | | | | |
| 100-760-410905 | | Cannabis Tax Revenue | 27,867 | 51,799 | 49,959 | 50,000 | 55,000 | 42,662 | 45,000 |
| 100-760-437100 | | School Reimbursements | 39,205 | 55,327 | 64,488 | 50,000 | 125,000 | 122,724 | 142,000 |
| 100-760-437200 | | SOI-Police Training Reimb | - | - | 17,781 | - | - | 30,034 | 12,000 |
| 100-760-442500 | | Federal Grants | - | - | 2,359 | - | 6,253 | 34,285 | 50,000 |
| 100-760-442600 | | State Grants | - | 39,701 | 9,350 | - | 220,549 | 267,521 | 10,000 |
| 100-760-442700 | | County Grants | | | - | | | 600 | 1,000 |
| 100-760-442710 | | Police CCC Vehicle Fee | | | | | | 43 | - |
| 100-760-442720 | | Police CCC Drug Enf Fee | | | | | | 288 | - |
| 100-760-450700 | | Rental Property Registration | 8,420 | 7,160 | 7,450 | 11,000 | 7,000 | 8,004 | 6,500 |
| 100-760-450800 | | Fingerprint Fees | 1,005 | 1,575 | 2,505 | 1,200 | 1,500 | 2,628 | 1,500 |
| 100-760-451000 | | Copy Money/Accidents etc | 5,262 | 6,911 | 5,267 | 4,000 | 4,000 | 5,619 | 5,000 |
| 100-760-451100 | | Parking Meter Collections | - | - | - | - | - | 30 | - |
| 100-760-451101 | | Rentals - Parking Lots | 1,575 | 2,100 | 2,100 | 2,100 | 2,100 | 2,070 | - |
| 100-760-454400 | | Overtime Reimbursements | 49,389 | 62,890 | 47,421 | 35,000 | 25,000 | 40,435 | 45,000 |
| 100-760-454800 | | Bassett Training | - | 120 | 130 | - | - | - | - |
| 100-760-454900 | | Foundation Donations | - | 2,000 | - | - | - | - | - |
| 100-760-460100 | | Cir Clk/States Atty | 132,206 | 115,069 | 110,212 | 130,000 | 100,000 | 90,734 | 100,000 |
| 100-760-460200 | | Municipal Ordinance Violations | 67,837 | 93,413 | 119,337 | 90,000 | 100,000 | 102,078 | 105,000 |
| 100-760-460300 | | Warrants | 4,068 | 8,260 | 6,820 | 4,000 | 4,000 | 4,284 | 5,500 |
| 100-760-464000 | | Parking Tickets | 39,938 | 28,156 | 22,479 | 13,000 | 20,000 | 20,174 | 20,000 |
| 100-760-464100 | | False Alarm Fee | 2,950 | 2,700 | 6,975 | 1,275 | 2,500 | 6,210 | 3,000 |
| 100-760-464400 | | Dui Surcharge | 11,043 | 12,805 | 10,428 | 15,000 | 5,000 | 6,947 | 7,500 |
| 100-760-464600 | | Court Supervision Fines | 1,194 | 911 | 309 | 1,000 | 200 | 436 | 500 |
| 100-760-464700 | | E Citation Fees | 1,622 | 1,588 | 1,850 | 1,000 | 1,300 | 1,487 | 1,300 |
| 100-760-493200 | | Opioids Settlement | - | - | 81,099 | - | 50,000 | 35,720 | 30,000 |
| 100-760-493900 | | Sex Offender Registration | 1,940 | (1,705) | (1,455) | - | 1,500 | 2,820 | 1,500 |
| 100-760-494000 | | State Asset Forfeiture | 1,895 | 580 | 867 | - | 1,000 | 53,162 | 1,000 |
| 100-760-494001 | | Federal Asset Forfeiture | - | - | 4,839 | - | - | 15 | 1,000 |
| 100-760-494100 | | Restitution | 0 | 516 | 680 | - | - | - | - |
| 100-760-495600 | | Insurance Reimbursements | 126,737 | 107,337 | 96,170 | 150,000 | 75,000 | 7,907 | 75,000 |
| 100-760-498900 | | Non Sufficient Funds Fee | 75 | 25 | 175 | - | - | - | - |
| 100-760-499403 | | Unclaimed Evidence | 21 | 30 | 172 | - | - | 8,879 | - |
| 100-760-499404 | | Sale Of Equipment | - | 2,054 | - | - | - | - | - |
| 100-760-499800 | | Miscellaneous Receipts | 4,530 | 1,014 | 2,026 | 1,000 | 1,000 | - | 1,000 |
| 100-760-499802 | | Cash Over/short | 20 | 15 | - | - | - | (24) | - |
| 100-766-451700 | | Property Clean Up Fees | - | 63,451 | 68,600 | - | 80,000 | (5,209) | - |
| 100-766-499800 | | Miscellaneous Receipts | - | - | - | - | - | - | - |

Police

| Account Number | Account Type | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Amended Budget | Projected FY24 | FY25 Proposed Budget |
|--------------------------------|--------------|-------------------------------|----------------|----------------|----------------|----------------|---------------------|-------------------|----------------------|
| REVENUE TOTAL | | | 528,802 | 602,351 | 671,793 | 559,575 | 807,902 | 906,654 | 670,300 |
| 100-760-598230 | cap | Grant Expense Contractual | | | | | | | 61,000 |
| 100-760-511602 | p | Reimbursed Overtime | | | | | | | 45,000 |
| 100-760-598200 | cap | Grant Expense | | | | | 226,802 | 226,802 | - |
| Grant EXPENTITURE TOTAL | | | - | - | - | - | 226,802.49 | 226,802.00 | 106,000.00 |
| 100-761 | | EXPENDITURES | | | | | | - | |
| 100-761-511600 | p | Salary: All Personnel | 2,991,305 | 3,062,782 | 3,340,977 | 4,173,787 | 3,497,968 | 3,600,751 | 3,652,462 |
| 100-761-515000 | p | Overtime | 256,709 | 263,993 | 279,053 | 265,740 | 280,000 | 294,354 | 300,000 |
| 100-761-515500 | p | Vacation Pay | 275,935 | 298,198 | 300,585 | - | 304,660 | 344,046 | 350,000 |
| 100-761-515600 | p | Holiday Pay | 126,785 | 129,870 | 138,307 | 130,973 | 108,759 | 177,598 | 165,000 |
| 100-761-515800 | p | Sick Pay | 119,419 | 147,022 | 131,074 | - | 133,242 | 250,457 | 140,000 |
| 100-761-515801 | p | Sick Payout | | | | | | | 25,000 |
| 100-761-515900 | p | Injury Pay | 210,631 | 224,872 | 160,278 | - | 175,000 | 26,923 | 200,000 |
| 100-761-517000 | p | Oasdi/city Share 6.2% | 7,775 | 8,256 | 5,231 | 3,472 | 6,754 | 4,491 | 3,666 |
| 100-761-517001 | p | Medicare/city Share 1.45% | 54,946 | 56,561 | 59,940 | 62,249 | 59,992 | 64,959 | 74,058 |
| 100-761-517401 | p | IMRF | 12,860 | 6,998 | 5,775 | 6,559 | 7,920 | 5,621 | 3,855 |
| 100-761-518000 | p | Group Insurance | 1,009,651 | 1,173,461 | 1,120,592 | 1,176,811 | 1,134,665 | 1,000,987 | 1,073,039 |
| 100-761-518100 | c | Liability Insurance Premiums | 94,264 | 107,954 | 103,132 | 94,264 | 127,471 | 100,613 | 110,674 |
| 100-761-518300 | c | Workers Comp Insurance | 185,816 | 212,281 | 196,341 | 185,816 | 242,677 | 207,715 | 228,486 |
| 100-761-518900 | p | Uniform Allowance | 69,473 | 44,093 | 44,275 | 51,550 | 52,800 | 52,800 | 51,700 |
| 100-761-519000 | c | Training And Education | 32,578 | 76,884 | 91,691 | 85,000 | 110,000 | 116,649 | 160,000 |
| 100-761-520200 | m | Office Supplies | 2,944 | 3,106 | 4,559 | 2,500 | 4,000 | 3,190 | 4,000 |
| 100-761-520201 | c | Live-scan Deposit Account | - | 1,000 | 1,000 | 1,000 | 1,500 | 1,200 | 3,000 |
| 100-761-520400 | m | Postage | 1,056 | 701 | 1,472 | 500 | 2,000 | 175 | 1,000 |
| 100-761-520905 | c | Public Safety Dispatching Fee | 638,896 | 838,035 | 384,993 | 562,668 | 592,000 | 565,733 | 425,000 |
| 100-761-522400 | m | General Supplies | 7,684 | 6,787 | 3,572 | 6,000 | 6,000 | 4,302 | 6,000 |
| 100-761-524000 | c | Lease/rental Of Equipment | 142,291 | 87,628 | 189,778 | 306,757 | 450,000 | 387,162 | 425,000 |
| 100-761-525000 | m | Police Ammunition | 13,786 | 13,726 | 22,922 | 23,000 | 20,000 | 12,388 | 25,000 |
| 100-761-529000 | m | Equipment | 15,955 | 14,558 | 39,983 | 40,000 | 40,000 | 31,469 | 45,000 |
| 100-761-534000 | c | Automotive Expense | 106,227 | 64,119 | 113,947 | 60,000 | 60,000 | 132,858 | 85,000 |
| 100-761-534101 | c | Vehicle Towage | - | - | 775 | - | 500 | 348 | 500 |
| 100-761-534400 | c | Equipment Repairs | - | - | - | 3,000 | 3,000 | 1,642 | 3,000 |
| 100-761-538000 | c | Maintenance Agreements | 1,907 | 10,069 | 234 | 10,000 | 2,000 | 164 | 457,000 |
| 100-761-551000 | c | Printing And Publications | 2,254 | 3,182 | 458 | 1,500 | 1,500 | 2,086 | 4,000 |
| 100-761-551600 | c | Dues And Subscriptions | 10,437 | 13,109 | 18,569 | 15,000 | 10,000 | 10,125 | 12,500 |
| 100-761-554200 | c | Meals Lodging | - | - | 294 | - | - | - | - |
| 100-761-554300 | m | Tools & Uniforms | - | 12,269 | 27,474 | 10,000 | 37,000 | 31,135 | 43,000 |
| 100-761-555000 | c | Radio Expense | 20,734 | 215,277 | 20,289 | 55,000 | 55,000 | 15,594 | 25,000 |
| 100-761-555001 | m | Radio Equipment | | | | | | | 20,000 |
| 100-761-555200 | c | Radar Expense | - | 1,300 | - | 2,000 | 2,000 | - | 2,000 |
| 100-761-556100 | m | Gasoline/diesel Fuel | 86,392 | 90,032 | 143,181 | 128,291 | 125,000 | 107,086 | 125,000 |
| 100-761-557200 | c | License And Inspection Fees | 1,709 | 1,359 | 1,177 | 1,000 | 1,500 | 149 | 1,500 |
| 100-761-559000 | m | Medical Expense/supplies | 2,020 | 4,977 | 5,990 | 2,500 | 6,000 | 5,421 | 8,000 |

Police

| Account Number | Account Type | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Amended Budget | Projected FY24 | FY25 Proposed Budget |
|-----------------------------------|--------------|---|------------------|------------------|------------------|------------------|---------------------|---------------------|----------------------|
| 100-761-566700 | c | Care Of Stray Animals | 45,346 | 45,947 | 46,866 | 47,000 | 50,000 | 61,237 | 65,000 |
| 100-761-569000 | c | Other Contractual Service | 7,886 | 1,101 | 3,047 | 11,000 | 6,000 | 3,287 | 6,000 |
| 100-761-587000 | m | Machinery And Equipment | - | 10,343 | - | - | - | 3,600 | 3,000 |
| 100-761-587100 | M | Office Equipment & Furniture | 636 | - | 2,610 | - | 88,000 | 90,319 | 15,000 |
| 100-761-590600 | c | Bank/Credit Card Charges | 791 | 944 | 1,041 | - | 834 | 1,152 | 1,500 |
| 100-761-592500 | c | Crime Prevention Expense | 1,762 | 1,946 | 5,915 | 7,000 | 4,000 | 1,750 | 5,000 |
| 100-761-592602 | c | Canine Unit | 2,457 | 1,389 | 1,589 | 4,000 | 4,000 | 202 | 8,500 |
| 100-761-592604 | c | Emergency Services Team | 13,770 | 13,786 | 19,051 | 16,000 | 16,000 | 8,498 | 16,000 |
| 100-761-592606 | c | Dui Enforcement | 10,094 | 4,739 | 3,902 | 3,000 | 4,500 | 594 | 2,500 |
| 100-761-592700 | c | Shooting Range | 97 | 10,618 | 4,954 | 5,000 | 5,000 | 4,846 | 5,000 |
| 100-761-595000 | p | Reimbursement - Personal per CBA | 89 | 1,005 | 97 | 2,000 | 100 | - | 2,000 |
| 100-761-598100 | c | Public Relations | 2,017 | 639 | 417 | 2,000 | 1,000 | 1,242 | 4,000 |
| 100-761-599000 | other | Miscellaneous | 592 | 773 | 2,326 | 1,500 | 2,500 | 1,891 | 5,000 |
| 100-761-599802 | m | Computer Hardware | - | 60 | 55 | - | - | - | - |
| Police Patrol Expenditures | | | 6,587,976 | 7,287,748 | 7,049,786 | 7,565,436 | 7,842,842 | \$ 7,738,807 | \$ 8,396,940 |
| 100-763 | | EXPENDITURES | | | | | | | |
| 100-763-511600 | p | Salary: All Personnel | 995,995 | 895,758 | 843,714 | 747,086 | 832,464 | 941,582 | 991,869 |
| 100-763-515000 | p | Overtime | 69,858 | 76,645 | 40,196 | 100,000 | 75,000 | 34,426 | 50,000 |
| 100-763-515500 | p | Vacation Pay | 85,542 | 79,943 | 87,674 | - | 96,661 | 77,517 | 85,000 |
| 100-763-515600 | p | Holiday Pay | 35,470 | 37,054 | 35,930 | 24,148 | 48,000 | 46,269 | 43,000 |
| 100-763-515800 | p | Sick Pay | 10,714 | 13,270 | 19,192 | - | 175,707 | 15,202 | 20,000 |
| 100-763-515900 | p | Injury Pay | 10,854 | 1,336 | - | - | - | - | 6,000 |
| 100-763-517000 | p | Oasdi/city Share 6.2% | - | - | - | - | - | 2,118 | 2,300 |
| 100-763-517001 | p | Medicare/city Share 1.45% | 17,234 | 15,964 | 14,634 | 12,633 | 13,581 | 15,834 | 17,340 |
| 100-763-517401 | p | IMRF | - | - | - | - | - | 2,539 | 2,600 |
| 100-763-518000 | p | Group Insurance | 278,407 | 264,357 | 258,586 | 185,788 | 250,000 | 424,458 | 466,904 |
| 100-763-518900 | p | Uniform Allowance | - | 11,000 | 11,000 | 7,200 | 14,400 | 13,200 | 13,200 |
| 100-763-519000 | c | Training And Education | 4,666 | 28,539 | 19,351 | 20,890 | 35,000 | 19,270 | 40,000 |
| 100-763-520200 | m | Office Supplies | 962 | 594 | 547 | 1,000 | 1,000 | 593 | 2,000 |
| 100-763-520400 | m | Postage | 38 | 14 | 94 | - | 100 | 38 | 100 |
| 100-763-522000 | m | Photographic Supplies | - | 2,100 | 384 | 2,500 | 2,000 | 1,450 | 2,000 |
| 100-763-522400 | m | General Supplies | 1,047 | 450 | 1,828 | 5,000 | 2,000 | 2,085 | 2,000 |
| 100-763-524000 | c | Lease/rental Of Equipment | 4,068 | 3,362 | 3,065 | 3,600 | 3,600 | 3,092 | 3,600 |
| 100-763-529000 | m | Equipment | 2,120 | 666 | 1,406 | 1,000 | 1,000 | 1,113 | 2,000 |
| 100-763-534000 | c | Automotive Expense | 3,830 | 5,515 | 2,417 | 4,500 | 4,500 | 2,081 | 7,000 |
| 100-763-534400 | c | Equipment Repairs | - | - | - | - | - | 14 | 250 |
| 100-763-538000 | c | Maintenance Agreements | 2,728 | 6,229 | 3,896 | 2,600 | 4,200 | 2,837 | 4,500 |
| 100-763-551000 | c | Printing And Publications | 75 | 76 | - | 500 | 100 | 91 | 500 |
| 100-763-551600 | c | Dues And Subscriptions | 2,067 | 754 | 545 | 1,500 | 1,500 | 132 | 1,000 |
| 100-763-554200 | c | Meals Lodging | 71 | 635 | - | 1,250 | 500 | - | 1,500 |
| 100-763-556100 | m | Gasoline/diesel Fuel | 6,990 | 5,782 | 6,675 | 11,176 | 5,000 | 10,056 | 12,000 |
| 100-763-560500 | c | Consulting Services | - | 960 | 700 | 10,000 | 10,000 | - | 10,000 |
| 100-763-569000 | c | Other Contractual Service | - | - | - | - | - | 130 | 500 |
| 100-763-587100 | m | Office Equipment & Furniture | - | 219 | 3,815 | 1,000 | 1,000 | - | 3,000 |

Police

| Account Number | Account Type | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Amended Budget | Projected FY24 | FY25 Proposed Budget |
|--------------------------------------|--------------|---|------------------|------------------|------------------|------------------|---------------------|---------------------|----------------------|
| 100-763-587500 | m | Vehicles | - | - | - | 2,000 | - | - | - |
| 100-763-592600 | c | Special Investigations Exp | 7,555 | 2,141 | 5,274 | 10,000 | 10,000 | 3,446 | 12,000 |
| 100-763-592603 | c | Multi-county Narcotics Exp | - | - | - | 13,500 | 13,500 | - | - |
| 100-763-592800 | c | Polygraph Exam | - | - | - | 500 | 500 | - | 500 |
| 100-763-592900 | m | State Forfeiture Expenses | - | - | - | - | - | 13,155 | - |
| 100-763-592901 | c | Federal Iron Eagle Expense | 2,963 | - | - | - | - | - | - |
| 100-763-595000 | p | Reimbursement - Personal per CBA | 51 | - | - | 500 | 50 | - | 500 |
| 100-763-599000 | other | Miscellaneous | - | - | - | 500 | - | - | 1,000 |
| 100-763-599802 | m | Computer Hardware | 125 | - | - | - | - | - | - |
| Special Services Expenditures | | | 1,543,429 | 1,453,363 | 1,360,924 | 1,170,371 | 1,601,363 | \$ 1,632,725 | \$ 1,804,164 |
| 100-764 | | EXPENDITURES | | | | | | | |
| 100-764-511600 | p | Salary: All Personnel | 275,122 | 310,089 | 313,451 | 373,025 | 325,870 | 323,588 | 337,735 |
| 100-764-515000 | p | Overtime | 9,346 | 21,856 | 17,772 | 30,000 | 15,000 | 17,699 | 19,000 |
| 100-764-515500 | p | Vacation Pay | 23,515 | 22,048 | 25,541 | - | 22,600 | 23,426 | 25,000 |
| 100-764-515600 | p | Holiday Pay | 15,328 | 18,571 | 17,468 | 15,000 | 23,000 | 22,196 | 19,000 |
| 100-764-515800 | p | Sick Pay | 5,197 | 7,345 | 11,416 | - | 7,528 | 9,662 | 12,000 |
| 100-764-515900 | p | OJI | - | 768 | - | - | - | - | - |
| 100-764-517000 | p | Oasdi/city Share 6.2% | 19,754 | 22,921 | 23,375 | 24,988 | 22,072 | 23,618 | 25,590 |
| 100-764-517001 | p | Medicare/city Share 1.45% | 4,620 | 5,360 | 5,467 | 5,844 | 5,162 | 5,524 | 5,985 |
| 100-764-517401 | p | IMRF | 38,074 | 41,810 | 33,581 | 47,194 | 25,881 | 28,257 | 26,910 |
| 100-764-518000 | p | Group Insurance | 82,003 | 82,531 | 54,033 | 117,958 | 70,000 | 92,757 | 102,033 |
| 100-764-519000 | c | Training And Education | - | 100 | - | 1,000 | 1,500 | - | 1,500 |
| 100-764-520200 | m | Office Supplies | 1,230 | 2,339 | 1,517 | 1,000 | 2,500 | 1,660 | 2,000 |
| 100-764-520400 | m | Postage | 4,313 | 4,160 | 3,549 | 5,000 | 5,000 | 3,266 | 5,000 |
| 100-764-522400 | m | General Supplies | - | 80 | 199 | 500 | 500 | - | 500 |
| 100-764-524000 | c | Lease/rental Of Equipment | 1,571 | 1,533 | 1,533 | 1,550 | 2,500 | 1,546 | 2,500 |
| 100-764-529000 | m | Equipment | 27 | 22 | - | - | - | 100 | 1,000 |
| 100-764-538000 | c | Maintenance Agreements | 2,623 | 3,975 | 3,925 | 3,000 | 4,000 | 7,340 | 9,000 |
| 100-764-551000 | c | Printing And Publications | - | 617 | 579 | 500 | 500 | 656 | 1,500 |
| 100-764-554200 | c | Meals Lodging | - | - | - | 500 | - | - | 500 |
| 100-764-554300 | m | Uniforms And Tools | 1,282 | 1,848 | 1,393 | 2,100 | 3,500 | 1,904 | 3,000 |
| 100-764-557200 | c | License & Inspection Fees | 16 | - | - | - | - | - | - |
| 100-764-559000 | m | Medical Expense/supplies | - | 102 | 254 | - | 500 | 130 | 500 |
| 100-764-569000 | c | Other Contractual Service | - | - | - | - | - | - | - |
| 100-764-587100 | m | Office Equipment & Furniture | - | - | 240 | 1,000 | 1,000 | 366 | 1,500 |
| 100-764-599000 | other | Miscellaneous | - | - | - | 1,000 | - | - | 500 |
| Police Records Expenditures | | | 484,019 | 548,077 | 515,293 | 631,158 | 538,613 | \$ 563,696 | \$ 602,253 |

Police

| Account Number | Account Type | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Amended Budget | Projected FY24 | FY25 Proposed Budget |
|----------------|--------------|--------------------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|--------------------|----------------------|
| 100-766 | | EXPENDITURES | | | | | | - | |
| 100-766-511600 | p | Salary: All Personnel | 43,347 | 95,398 | 90,562 | 104,042 | 186,143 | 101,645 | 158,230 |
| 100-766-515000 | p | Overtime | 538 | 4,782 | 6,670 | 10,000 | 10,000 | 9,172 | 10,000 |
| 100-766-515500 | p | Vacation Pay | 1,715 | 1,952 | 4,777 | - | 7,500 | 3,086 | 6,880 |
| 100-766-515600 | p | Holiday Pay | 1,527 | 1,546 | 2,001 | - | 3,500 | 4,929 | 6,880 |
| 100-766-515800 | p | Sick Pay | 1,351 | 663 | 7,653 | - | 1,000 | 4,513 | 6,880 |
| 100-766-517000 | p | Oasdi/city Share 6.2% | 3,006 | 6,392 | 6,802 | 7,071 | 6,612 | 7,412 | 11,090 |
| 100-766-517001 | p | Medicare/city Share 1.45% | 703 | 1,496 | 1,593 | 1,625 | 1,546 | 1,733 | 2,594 |
| 100-766-517401 | p | IMRF | 5,662 | 11,450 | 9,722 | 13,122 | 7,753 | 8,688 | 11,662 |
| 100-766-518000 | p | Group Insurance | - | 9,668 | 13,549 | 40,064 | 15,000 | 27,827 | 30,014 |
| 100-766-518100 | c | Liability Insurance Premiums | 1,969 | 2,504 | 2,904 | 1,969 | 3,800 | 4,217 | 4,639 |
| 100-766-518300 | c | Workers Comp Insurance | 2,377 | 2,973 | 2,731 | 2,376 | 4,000 | 3,977 | 4,375 |
| 100-766-519000 | c | Training And Education | 276 | 3,696 | 1,831 | 4,500 | 7,500 | 6,613 | 8,500 |
| 100-766-520200 | m | Office Supplies | 213 | 113 | - | - | 500 | 18 | 500 |
| 100-766-520400 | m | Postage | 95 | 896 | 632 | 1,000 | 1,000 | 649 | 1,000 |
| 100-766-522400 | m | General Supplies | 50 | 344 | - | 1,500 | 500 | 114 | 1,000 |
| 100-766-529000 | m | Equipment | - | 29 | 200 | 1,000 | 1,000 | 512 | 2,500 |
| 100-766-534000 | c | Automotive Expense | 650 | 3,709 | 1,965 | 5,200 | 3,000 | 4,887 | 5,000 |
| 100-766-534101 | c | Vehicle Towage | - | - | - | - | - | - | 500 |
| 100-766-534200 | c | Building & Grounds Repair | - | - | - | - | 134,000 | 84,043 | 135,000 |
| 100-766-534400 | c | Equipment Repairs | - | - | - | - | - | - | 500 |
| 100-766-536100 | c | Property Cleanup Fees | 18,275 | 174,466 | 135,460 | 100,000 | 150,000 | 92,710 | 200,000 |
| 100-766-551000 | c | Printing And Publications | - | 711 | 174 | - | 500 | 32 | 500 |
| 100-766-554200 | c | Meals Lodging | - | - | 235 | - | - | - | - |
| 100-766-554300 | m | Uniforms And Tools | 152 | 669 | 1,099 | 2,000 | 2,000 | 2,113 | 3,400 |
| 100-766-555000 | c | Radio Expense | - | - | - | 1,000 | 1,000 | - | 1,000 |
| 100-766-556100 | m | Gasoline/diesel Fuel | 131 | 1,622 | 6,084 | 1,640 | 4,000 | 5,932 | 8,000 |
| 100-766-559000 | m | Medical Expense/supplies | 102 | - | - | - | 500 | - | 1,000 |
| 100-766-569000 | c | Other Contractual Service | 350 | - | - | - | - | 1,908 | 2,000 |
| 100-766-587001 | c | Lease/Purchase Equipmen | - | - | - | - | 1,000 | - | 1,000 |
| 100-766-587100 | m | Office Equipment & Furniture | - | - | - | 1,000 | 500 | - | 1,000 |
| 100-766-587500 | m | Vehicles | - | - | - | 500 | - | - | 1,000 |
| 100-766-590600 | c | Bank/Credit Card Fees | - | 2,119 | 5,393 | - | 5,000 | 6,397 | 6,500 |
| 100-766-593300 | c | Lien Filing Fees | - | - | 6,162 | - | 5,000 | 8,020 | 6,500 |
| 100-766-599000 | other | Miscellaneous | - | - | 50 | - | - | - | 1,000 |
| 100-766-599801 | c | Computer Software | - | - | - | 1,000 | - | - | - |
| | | Code Enforcement Expenditures | 82,488 | 327,197 | 308,248 | 300,609 | 563,854 | 391,148 | 640,643 |
| | | Grand Total of Expenditures | 8,697,912 | 9,616,385 | 9,234,251 | 9,667,574 | 10,773,474 | 10,553,178 | 11,549,999 |
| | | Net Surplus/(Deficit) | (8,169,111) | (9,014,034) | (8,562,458) | (9,107,999) | (9,965,572) | (9,646,524) | (10,879,699) |

Public Works Admin and City Engineer

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected
FY24 | FY25
Proposed Budget |
|------------------------------|-------|------------------------------|------------------|------------------|------------------|------------------|----------------------------|-------------------|-------------------------|
| 100-007 | | REVENUES | | | | | | | |
| 100-007-499800 | | Miscellaneous Receipts | - | - | - | - | - | - | - |
| REVENUE TOTAL | | | - | - | - | - | - | - | - |
| 100-007 | | EXPENDITURES | | | | | | | |
| 100-007-511600 | p | Salary: All Personnel | 129,370 | 132,412 | 155,770 | 251,781 | 241,711 | 149,057 | 248,962 |
| 100-007-515000 | p | Overtime | - | - | - | 2,550 | - | - | - |
| 100-007-515500 | p | Vacation Pay | 4,839 | 8,643 | 8,730 | - | 12,789 | 11,970 | 13,172 |
| 100-007-515600 | p | Holiday Pay | 4,625 | 5,732 | 6,071 | - | 9,745 | 7,734 | 10,038 |
| 100-007-515800 | p | Sick Pay | 2,967 | 8,881 | 7,224 | - | 7,862 | 5,799 | 8,098 |
| 100-007-517000 | p | Oasdi/city Share 6.2% | 8,574 | 9,341 | 10,473 | 15,769 | 15,671 | 10,261 | 16,141 |
| 100-007-517001 | p | Medicare/city Share 1.45% | 2,005 | 2,184 | 2,449 | 3,688 | 3,660 | 2,399 | 3,770 |
| 100-007-517401 | p | IMRF | 16,087 | 17,234 | 15,389 | 29,782 | 31,403 | 12,353 | 32,346 |
| 100-007-518000 | p | Group Insurance | 20,927 | 27,359 | 48,958 | 50,508 | 58,562 | 61,267 | 60,319 |
| 100-007-518100 | c | Liability Insurance Premiums | 5,377 | 7,067 | 8,191 | 5,500 | 8,000 | 11,156 | 12,000 |
| 100-007-518300 | c | Workers Comp Insurance | 7,131 | 8,943 | 8,215 | 7,150 | 8,500 | 10,142 | 8,500 |
| 100-007-518700 | c | Mileage | - | 397 | 193 | - | 1,000 | - | - |
| 100-007-519000 | c | Training And Education | 490 | 1,175 | 596 | 7,500 | 3,000 | 1,857 | 15,000 |
| 100-007-520200 | m | Office Supplies | 307 | 182 | 122 | 400 | 400 | 254 | 400 |
| 100-007-520400 | m | Postage | 212 | 496 | 253 | 750 | 400 | 331 | 400 |
| 100-007-522400 | m | General Supplies | 266 | 383 | 1,543 | 500 | 500 | 397 | 700 |
| 100-007-524000 | c | Lease/rental Of Equipment | - | - | - | - | - | - | 26,400 |
| 100-007-529000 | m | Equipment | 528 | 1,163 | 1,995 | 1,000 | 1,000 | 737 | 800 |
| 100-007-534000 | c | Automotive Expense | 1,151 | 557 | 450 | - | - | 3,454 | 400 |
| 100-007-538000 | c | Maintenance Agreements | - | - | 8,000 | - | - | - | - |
| 100-007-551000 | c | Printing And Publications | 79 | - | 26 | - | - | - | - |
| 100-007-551600 | c | Dues And Subscriptions | 2,380 | 2,145 | 4,378 | 2,000 | 3,500 | 3,344 | 3,500 |
| 100-007-554200 | c | Meals Lodging | - | - | - | - | - | 1,541 | 3,000 |
| 100-007-554300 | m | Uniforms And Tools | 706 | 1,238 | 250 | - | 500 | 458 | 500 |
| 100-007-556100 | m | Gasoline/diesel Fuel | 740 | 1,904 | 2,419 | 4,000 | 3,000 | 4,680 | 3,500 |
| 100-007-559000 | m | Medical Expense/supplies | 561 | 219 | - | - | - | 130 | 200 |
| 100-007-561200 | c | Engineering Fees | - | 1,200 | - | - | - | - | - |
| 100-007-569000 | c | Other Contractual Service | 107,239 | 123,299 | 112,046 | 130,000 | 125,000 | 95,737 | 120,000 |
| 100-007-587100 | m | Office Equipment & Furniture | 178 | 266 | - | - | - | 474 | 500 |
| 100-007-587500 | cap | Vehicles | 48,414 | 1,047 | - | - | - | - | - |
| 100-007-599000 | other | Miscellaneous | 50 | - | 34 | - | - | - | - |
| EXPENDITURE TOTAL | | | 365,351 | 363,468 | 403,776 | 512,877 | 536,203 | 395,533 | \$ 588,645 |
| Net Surplus/(Deficit) | | | (365,351) | (363,468) | (403,776) | (512,877) | (536,203) | (395,533) | \$ (588,645) |

Public Property

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY 23 Budget | FY24
Approved
Budget | Projected FY24 | FY25
Proposed Budget |
|----------------------|--|--------------------------------|-------------------|-------------------|-------------------|-------------------|----------------------------|-------------------|-------------------------|
| 100-068 | | REVENUES | | | | | | | |
| 100-068-435100 | | Iepa - Air Monitoring Reimburs | - | - | - | - | - | - | - |
| 100-068-440270 | | Transfer from TIF CBD | - | - | - | - | - | - | - |
| 100-068-440273 | | Transfer from TIF SIPCA | - | - | - | - | 11,143 | - | - |
| 100-068-440277 | | Transfer from BDD | - | - | - | - | - | - | - |
| 100-068-442600 | | State Grants | - | - | - | - | - | - | - |
| 100-068-442700 | | County Grants | - | - | - | - | - | - | - |
| 100-068-491000 | | Rental Of Municipal Property | 202,861 | 229,471 | 272,286 | 225,000 | 250,000 | 275,000 | 258,000 |
| 100-068-491500 | | Sale Of Municipal Property | - | 14,607 | 2,362 | - | - | - | 47,000 |
| 100-068-494100 | | City Property Dmg Reimb | - | - | - | - | - | - | - |
| 100-068-499800 | | Miscellaneous Receipts | 1,665 | 48 | 48 | - | 500 | - | - |
| REVENUE TOTAL | | | \$ 204,526 | \$ 244,126 | \$ 274,696 | \$ 225,000 | \$ 261,643 | \$ 275,000 | \$ 305,000 |

| | | | | | | | | | |
|----------------|---|------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 100-068 | | EXPENDITURES | | | | | | | |
| 100-068-511600 | p | Salary: All Personnel | 59,176 | 218,279 | 263,612 | 215,130 | 246,692 | 243,654 | 268,867 |
| 100-068-514600 | p | Wages Yard Crew | 88,680 | 39,227 | 52,985 | - | - | 41,855 | - |
| 100-068-515000 | p | Overtime | 760 | 2,289 | 652 | 6,700 | 1,253 | 882 | 1,500 |
| 100-068-515500 | p | Vacation Pay | 637 | 8,062 | 21,909 | - | 20,000 | 9,416 | 20,800 |
| 100-068-515600 | p | Holiday Pay | 2,708 | 9,944 | 11,192 | - | 15,500 | 13,933 | 16,120 |
| 100-068-515800 | p | Sick Pay | 653 | 4,157 | 5,397 | - | 6,000 | 1,838 | 6,240 |
| 100-068-517000 | p | Oasdi/city Share 6.2% | 9,344 | 16,911 | 21,382 | 13,338 | 17,868 | 19,681 | 18,583 |
| 100-068-517001 | p | Medicare/city Share 1.45% | 2,185 | 3,955 | 5,000 | 3,119 | 4,179 | 4,603 | 4,346 |
| 100-068-517401 | p | IMRF | 6,491 | 23,527 | 24,417 | 20,889 | 20,952 | 19,137 | 21,790 |
| 100-068-518000 | p | Group Insurance | 19,902 | 81,299 | 73,106 | 63,971 | 63,971 | 67,727 | 65,096 |
| 100-068-518100 | c | Liability Insurance Premiums | 3,699 | 3,194 | 1,563 | 3,700 | 1,600 | 1,500 | 1,000 |
| 100-068-518200 | c | Unemployment Insurance | - | - | 1,484 | - | - | - | 1,000 |
| 100-068-518300 | c | Workers Comp Insurance | 4,636 | 1,477 | 1,646 | 4,650 | 1,700 | 1,850 | 1,700 |
| 100-068-518700 | c | Mileage | - | - | 24 | - | - | - | - |
| 100-068-519000 | c | Training And Education | - | - | - | - | - | - | 500 |
| 100-068-520200 | m | Office Supplies | 778 | 467 | 883 | 250 | 250 | 393 | 250 |
| 100-068-522400 | m | General Supplies | 31,515 | 44,894 | 26,857 | 50,000 | 30,000 | 25,122 | 30,000 |
| 100-068-523200 | c | Riverfront Park/Pier | 1,080 | 12,969 | - | - | - | - | - |
| 100-068-524000 | c | Lease/rental Of Equipment | 10,806 | 8,691 | 4,136 | 1,500 | 5,000 | 2,759 | 20,000 |
| 100-068-529000 | m | Equipment | 17,272 | 49,755 | 21,908 | 50,000 | 25,000 | 11,033 | 10,000 |
| 100-068-534000 | c | Automotive Expense | 22,264 | 23,024 | 3,984 | 20,000 | 20,000 | 8,353 | 10,000 |
| 100-068-534200 | c | Buildings And Grounds Rep | 104,628 | 241,186 | 339,228 | 200,000 | 350,000 | 502,020 | 250,000 |
| 100-068-534400 | c | Equipment Repairs | 22,160 | 6,301 | 4,491 | 10,000 | 8,000 | 626 | 8,000 |

Public Property

| Account Number | | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY 23 Budget | FY24 Approved Budget | Projected FY24 | FY25 Proposed Budget |
|----------------|------------|--------------------------------|---------------------|-------------------|---------------------|---------------------|----------------------|---------------------|----------------------|
| 100-068-535200 | c | Parking Lot Maintenance A | 5,102 | 450 | 962 | - | - | - | - |
| 100-068-536100 | c | Property Cleanup Fees | - | - | - | 75,000 | - | - | - |
| 100-068-536300 | m | Snow Removal - Salt | 11,100 | 11,270 | 3,325 | - | 10,000 | 3,594 | 10,000 |
| 100-068-538000 | c | Maintenance Agreements | - | - | 88,403 | - | - | 4,960 | 5,000 |
| 100-068-550100 | c | Utilities | 89,222 | 95,298 | 123,038 | 88,500 | 120,000 | 89,527 | 100,000 |
| 100-068-551600 | c | Dues And Subscriptions | 120 | - | - | - | - | - | - |
| 100-068-554300 | m | Uniforms And Tools | 926 | 651 | - | 800 | 800 | - | 800 |
| 100-068-556100 | m | Gasoline/diesel Fuel | 58 | 655 | - | - | - | - | 1,000 |
| 100-068-557200 | c | License And Inspection Fees | 2,435 | 6,151 | 1,533 | - | - | 1,086 | 1,000 |
| 100-068-559000 | m | Medical Expense/supplies | 970 | 466 | - | 500 | 200 | 232 | 500 |
| 100-068-566600 | c | Pest Control | 2,495 | 2,895 | 2,680 | 3,000 | 3,000 | 2,748 | 3,000 |
| 100-068-569000 | c | Other Contractual Service | 22,747 | 26,686 | 11,575 | 25,000 | 10,000 | 3,000 | 10,000 |
| | m | Purchase Of Property | | | 100 | | | | |
| 100-068-580201 | c | Land Improvements | 6,600 | - | - | - | - | - | - |
| 100-068-580400 | cap | Building Purchase/construction | - | - | - | - | 45,000 | - | - |
| 100-068-580401 | c | Building Repair | 461,340 | 404 | 2,606 | - | 20,000 | 33,027 | 20,000 |
| 100-068-584009 | c | General Public Improvements | 223,057 | 31,756 | 87,916 | 185,000 | 100,000 | 58,661 | 300,000 |
| 100-068-587001 | c | Lease/Purchase Equipment | - | - | - | - | - | 699 | - |
| 100-068-587100 | m | Office Equipment & Furniture | 16,680 | 12,396 | 14,932 | - | 10,000 | 699 | 1,000 |
| 100-068-587500 | cap | Vehicles | - | - | - | - | - | - | - |
| 100-068-590300 | c | Real Estate Tax Expense | 6,554 | 8,330 | 38,361 | - | - | 313 | - |
| 100-068-599000 | other cont | Miscellaneous contingency | - | 500 | 108 | - | 1,000 | - | 1,000 |
| | | | | | | | | | 50,000 |
| | | EXPENDITURE TOTAL | \$ 1,258,780 | \$ 997,516 | \$ 1,261,396 | \$ 1,041,048 | \$ 1,157,965 | \$ 1,174,927 | \$ 1,259,092 |

Net Surplus/(Deficit) \$ (1,054,254) \$ (753,390) \$ (986,699) \$ (816,048) \$ (896,322) \$ (899,927) \$ (954,092)

Streets

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Amended
Budget | Projected
FY24 | FY25
Proposed Budget |
|----------------|-----|--------------------------------|-------------------|-------------------|-------------------|-------------------|---------------------------|-------------------|-------------------------|
| 100-032 | | REVENUES | | | | | | | |
| 100-032-410101 | | Re Tax Twp Levy-road & Br | 124 | - | - | - | - | - | - |
| 100-032-412001 | | Replacement P/p Tax - Twp | 23,112 | 81,311 | 95,917 | 30,000 | 95,000 | 71,383 | 85,000 |
| 100-032-414001 | | Local Use Gas Tax | - | - | - | - | - | - | - |
| 100-032-425200 | | Street Opening Permits | 372,627 | 348,823 | 381,748 | 375,000 | 375,000 | 318,991 | 300,000 |
| 100-032-435000 | | IDOT - State Routes Maint | 21,308 | - | - | - | - | - | - |
| 100-032-435200 | | Traffic Light Reimbursement | 29,260 | 1,603 | 14,116 | - | 9,000 | 26,386 | 10,000 |
| 100-032-451800 | | 50 / 50 Sidewalk Project | - | 2,221 | 4,849 | - | 2,000 | - | - |
| 100-032-491500 | | Sale of Municiple Property | - | - | - | - | - | 9,769 | - |
| 100-032-494100 | | City Property Dmg Reimb | 44,190 | 20,420 | 29,187 | - | 20,000 | 9,668 | 20,000 |
| 100-032-494500 | | Honorary Street Designation | - | 800 | - | - | - | - | - |
| 100-032-495600 | | Insurance Reimbursements | - | 4,612 | 262 | - | - | 10,475 | - |
| 100-032-499404 | | Sale Of Equipment | 24,000 | 3,450 | - | - | 2,000 | 948 | - |
| 100-032-499406 | | Sale Of Salt /FBOP, PCHS | 8,370 | 390 | - | - | 500 | 3,276 | 2,000 |
| 100-032-499800 | | Miscellaneous Receipts | 557 | 3,685 | 1,915 | - | 1,000 | 3,920 | 1,000 |
| | | REVENUE TOTAL | \$ 523,548 | \$ 467,313 | \$ 527,994 | \$ 405,000 | \$ 504,500 | \$ 454,816 | \$ 418,000 |
| 100-032 | | EXPENDITURES | | | | | | | |
| 100-032-511600 | p | Salary: All Personnel | 459,282 | 434,328 | 418,749 | 648,037 | 460,500 | 542,272 | 654,577 |
| 100-032-514800 | p | Yard Crew | - | 11,308 | - | - | - | - | - |
| 100-032-515000 | p | Overtime | 52,181 | 63,497 | 38,540 | 66,625 | 45,000 | 88,910 | 91,577 |
| 100-032-515500 | p | Vacation Pay | 40,805 | 49,616 | 65,914 | - | 50,000 | 70,611 | 72,730 |
| 100-032-515600 | p | Holiday Pay | 26,439 | 32,225 | 31,598 | - | 35,000 | 48,969 | 50,438 |
| 100-032-515800 | p | Sick Pay | 16,618 | 25,198 | 36,441 | - | 30,000 | 44,892 | 46,239 |
| 100-032-515900 | p | Injury Pay | - | 6,402 | 262 | - | 500 | - | 500 |
| 100-032-517000 | p | Oasdi/city Share 6.2% | 36,261 | 37,422 | 35,704 | 44,309 | 60,512 | 47,902 | 56,796 |
| 100-032-517001 | p | Medicare/city Share 1.45% | 8,489 | 8,752 | 8,350 | 10,363 | 14,152 | 11,203 | 13,283 |
| 100-032-517401 | p | IMRF | 58,090 | 65,720 | 50,426 | 83,683 | 70,955 | 56,319 | 59,727 |
| 100-032-518000 | p | Group Insurance | 134,256 | 167,106 | 168,658 | 216,795 | 160,000 | 195,000 | 200,000 |
| 100-032-518100 | c | Liability Insurance Premiums | 19,262 | 53,549 | 24,329 | 19,262 | 25,000 | 23,500 | 25,000 |
| 100-032-518200 | c | Unemployment Insurance | - | - | 513 | - | - | - | - |
| 100-032-518300 | c | Workers Comp Insurance | 36,380 | 49,084 | 64,834 | 36,500 | 65,000 | 65,000 | 70,000 |
| 100-032-519000 | c | Training And Education | 118 | 906 | 888 | 1,000 | 5,000 | 252 | 5,000 |
| 100-032-520200 | m | Office Supplies | 201 | 156 | 448 | 250 | 500 | 31 | 500 |
| 100-032-520400 | m | Postage | 3 | 154 | 53 | - | 50 | 34 | 50 |
| 100-032-522400 | m | General Supplies | 36,562 | 35,419 | 62,467 | 50,000 | 50,000 | 53,445 | 75,000 |
| 100-032-523000 | Cap | Traffic/Street Signs & Marking | 2,657 | 3,287 | 19,206 | 75,000 | 20,000 | 14,764 | 30,000 |
| 100-032-524000 | c | Lease/rental Of Equipment | - | 36,288 | 31,130 | 45,000 | 35,000 | 12,343 | 20,000 |

Streets

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Amended
Budget | Projected
FY24 | FY25
Proposed Budget |
|------------------------------|-------|---------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------------|-----------------------|-------------------------|
| 100-032-529000 | cap | Equipment | 763 | 20,910 | 65,185 | 10,000 | 15,000 | 35,394 | 50,000 |
| 100-032-532000 | c | Electronic Equipment Main | 15,059 | - | 61,836 | 20,000 | 50,000 | 31,707 | 50,000 |
| 100-032-534000 | c | Automotive Expense | 5,603 | - | 157,391 | 90,000 | 125,000 | 121,332 | 125,000 |
| 100-032-534400 | c | Equipment Repairs | 4,648 | 231 | 94,167 | 90,000 | 90,000 | 48,370 | 90,000 |
| 100-032-534900 | c | Sidewalk Renovation | 675 | 31,008 | 154 | - | 200 | 6,631 | - |
| 100-032-535000 | m | Material And Hauling | 58,912 | 262 | 25,126 | 40,000 | 170,000 | 132,752 | 140,000 |
| 100-032-536000 | c | Tree Removal / Replacemen | 219,182 | 190,325 | 194,615 | 200,000 | 250,000 | 265,019 | 200,000 |
| 100-032-536300 | m | Snow Removal - Salt And C | - | 5,700 | - | - | 210,000 | 71,292 | - |
| 100-032-538000 | c | Maintenance Agreements | 2,637 | 1,423 | 638 | 500 | 600 | 599 | 600 |
| 100-032-550100 | c | Utilities | 20,434 | 21,113 | 23,210 | 10,000 | 20,000 | 20,301 | 20,000 |
| 100-032-550300 | c | Telephone | 226 | - | - | - | - | - | - |
| 100-032-550500 | c | Electricity For Street Lighting | 7,162 | 3,813 | 55 | - | 160,000 | 148,053 | 145,000 |
| 100-032-550600 | c | Electricity For Signal Lighting | 5,370 | - | - | - | 29,000 | 24,604 | 15,000 |
| 100-032-551600 | c | Dues And Subscriptions | 5,211 | 5,865 | 229 | 1,500 | 5,000 | 980 | 1,500 |
| 100-032-554200 | c | Meals Lodging | - | - | 617 | - | - | - | 2,000 |
| 100-032-554300 | m | Uniforms And Tools | 8,156 | 1,880 | 7,338 | 2,500 | 7,000 | 9,489 | 10,000 |
| 100-032-555000 | c | Radio Expense | 836 | 408 | - | - | - | - | - |
| 100-032-556100 | m | Gasoline/diesel Fuel | 56,064 | 62,593 | 98,163 | 89,168 | 80,000 | 105,712 | 105,000 |
| 100-032-557200 | c | License And Inspection Fees | 1,018 | 932 | 492 | 1,200 | 1,000 | 959 | 1,000 |
| 100-032-557300 | c | Epa Permits | 250 | - | - | - | - | - | - |
| 100-032-559000 | m | Medical Expense/supplies | 652 | 361 | 731 | 500 | 500 | 669 | 500 |
| 100-032-561200 | c | Engineering Fees | - | 204,452 | - | - | - | - | - |
| 100-032-561300 | c | Testing Fees | 3,769 | 4,868 | 30 | 5,000 | 1,000 | 828 | 1,000 |
| 100-032-564100 | c | Drainage Improvements | 2,412 | - | 629 | - | - | - | - |
| 100-032-569000 | c | Other Contractual Service | 7,195 | 6,706 | 26,970 | 7,500 | 95,000 | 64,466 | 45,000 |
| 100-032-580501 | c | Street Repair | 750 | - | - | - | - | - | - |
| 100-032-587000 | cap | Machinery & Equipment | - | 33,300 | 55,310 | - | 20,000 | - | 20,000 |
| 100-032-587001 | c | Lease/Purchase of Equipment | - | - | - | - | - | - | 33,150 |
| 100-032-587100 | m | Office Equipment & Furniture | - | - | - | - | - | - | - |
| 100-032-587500 | cap | Vehicles | 182,725 | 394,060 | - | - | 250,584 | - | 390,000 |
| 100-032-590400 | Debt | Interest | - | - | - | - | - | - | 5,786 |
| 100-032-590600 | c | Bank Charges | - | - | - | - | - | - | - |
| 100-032-599000 | other | Miscellaneous | 58 | 135 | - | - | - | 108 | - |
| EXPENDITURE TOTAL | | | \$ 1,537,369 | \$ 2,070,763 | \$ 1,871,394 | \$ 1,864,693 | \$ 2,707,053 | \$ 2,364,709 | \$ 2,921,953 |
| Net Surplus/(Deficit) | | | \$ (1,013,821) | \$ (1,603,449) | \$ (1,343,400) | \$ (1,459,693) | \$ (2,202,553) | \$ (1,909,893) | \$ (2,503,953) |

Solid Waste

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|-----------------------|--|------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|---------------------|-------------------------|
| 223 | | REVENUES | | | | | | | |
| 223-023-421000 | | Garbage Licenses | 2,120 | 2,000 | 2,250 | - | 2,250 | - | |
| 223-023-452300 | | Garbage Fees | - | 11,940 | 17,940 | - | - | 19,819 | |
| 223-023-452400 | | Garbage Fees Non-resident | 324 | 324 | 351 | - | - | 542 | |
| 223-023-459000 | | Sanitation Fee | 2,832,062 | 2,834,321 | 2,835,055 | 2,832,062 | 2,832,062 | 2,562,235 | 3,540,078 |
| 223-023-459400 | | Special Refuse Pickups | 2,265 | 2,867 | 3,283 | 2,000 | 3,000 | 2,811 | 2,500 |
| 223-023-490100 | | Interest Earnings | 5,079 | 5,092 | 1,204 | 5,000 | 1,500 | 73 | - |
| 223-023-491000 | | Rental Of Municipal Property | - | - | - | - | - | - | - |
| 223-023-491500 | | Sale Of Municipal Property | 57,960 | 61,270 | 45,128 | 55,000 | 50,000 | 38,542 | 50,000 |
| 223-023-499800 | | Miscellaneous Receipts | 174 | 19,950 | 16 | - | 1,000 | - | - |
| 223-026-442700 | | County Grants | - | 164,010 | 70,010 | 94,000 | 70,000 | 85,122 | 70,000 |
| 223-026-459000 | | Recycling Revenue | 288 | 288 | 288 | - | 288 | 347 | 300 |
| 223-026-491500 | | Sale of Municipal Property | 9,360 | 7,440 | 7,680 | 8,000 | 12,000 | 5,301 | 10,000 |
| 223-026-495600 | | Insurance Reimbursements | - | 1,884 | - | - | - | - | - |
| 223-026-499800 | | Miscellaneous Receipts | 5,133 | 11 | - | - | - | - | - |
| TOTAL REVENUES | | | \$ 2,914,764 | \$ 3,111,398 | \$ 2,983,204 | \$ 2,996,062 | \$ 2,972,100 | \$ 2,714,792 | \$ 3,672,878 |

| | | | | | | | | | |
|----------------|---|------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 223-023 | | Garbage | | | | | | | |
| 223-023-511600 | p | Salary: All Personnel | 537,071 | 535,133 | 559,239 | 694,820 | 595,509 | 498,653 | 613,374 |
| 223-023-515000 | p | Overtime | 29,264 | 41,130 | 40,806 | 30,000 | 30,000 | 42,803 | 30,900 |
| 223-023-515500 | p | Vacation Pay | 22,954 | 23,958 | 29,518 | - | 30,946 | 19,683 | 31,874 |
| 223-023-515600 | p | Holiday Pay | 21,701 | 17,466 | 24,527 | - | 26,000 | 20,925 | 26,780 |
| 223-023-515800 | p | Sick Pay | 11,998 | 10,239 | 11,039 | - | 12,106 | 10,068 | 12,470 |
| 223-023-515900 | p | Compensated Absences | 8,386 | 202 | - | - | 9,000 | 852 | 9,270 |
| 223-023-517000 | p | Oasdi/city Share 6.2% | 37,305 | 37,721 | 39,723 | 44,939 | 42,944 | 35,374 | 44,232 |
| 223-023-517001 | p | Medicare/city Share 1.45% | 8,741 | 8,832 | 9,368 | 10,510 | 10,146 | 8,272 | 10,450 |
| 223-023-517401 | p | IMRF | 72,560 | 68,189 | 57,980 | 84,876 | 64,006 | 41,726 | 65,926 |
| 223-023-518000 | p | Group Insurance | 177,246 | 153,429 | 177,699 | 221,965 | 183,055 | 174,439 | 188,547 |
| 223-023-518100 | c | Liability Insurance Premiums | 28,362 | 22,389 | 27,179 | 28,500 | 28,500 | 36,449 | 29,355 |
| 223-023-518300 | c | Workers Comp Insurance | 28,859 | 26,924 | 37,471 | 29,000 | 40,000 | 42,000 | 45,000 |
| 223-023-520100 | T | Transfer To General Fund | - | 176,546 | - | - | - | - | - |
| 223-023-520200 | m | Office Supplies | 100 | 263 | 385 | 300 | 300 | 182 | 300 |
| 223-023-520400 | m | Postage | 28,346 | 30,379 | 33,312 | 22,500 | 28,000 | 35,101 | 34,000 |
| 223-023-522400 | m | General Supplies | 3,265 | 2,572 | 2,660 | 2,900 | 2,000 | 1,693 | 2,000 |
| 223-023-529000 | m | Equipment | 49,142 | 28,739 | 61,107 | 30,000 | 65,000 | 17,102 | 65,000 |
| 223-023-534000 | c | Automotive Expense | 179,079 | 132,143 | 186,412 | 150,000 | 150,000 | 160,810 | 150,000 |
| 223-023-534400 | c | Equipment Repairs | - | 104 | - | - | - | - | - |
| 223-023-538000 | c | Maintenance Agreements | 1,045 | 1,062 | 1,411 | 1,000 | 1,500 | 1,463 | 1,500 |
| 223-023-550100 | c | Utilities | 1,223 | 570 | - | 600 | 600 | - | - |
| 223-023-550300 | c | Telephone | 226 | - | - | - | - | - | - |

Solid Waste

| Account Number | | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Approved Budget | Projected FY24 | FY25 Proposed Budget |
|--------------------------|-------|-----------------------------|------------------|------------------|------------------|------------------|----------------------|------------------|----------------------|
| 223-023-551000 | c | Printing And Publications | 70 | 823 | 505 | - | 5,000 | 6,331 | 500 |
| 223-023-554300 | m | Uniforms And Tools | 3,754 | 2,561 | 6,257 | 3,000 | 3,300 | 5,842 | 4,000 |
| 223-023-555000 | c | Radio Expense | 1,024 | 394 | - | 500 | 500 | - | - |
| 223-023-556100 | m | Gasoline/diesel Fuel | 100,469 | 106,294 | 172,382 | 116,833 | 110,000 | 180,470 | 160,000 |
| 223-023-557200 | c | License And Inspection Fees | 730 | 531 | 345 | 500 | 500 | 914 | 500 |
| 223-023-559000 | m | Medical Expense/supplies | 116 | 524 | 677 | 400 | 500 | 89 | 500 |
| 223-023-559900 | other | Bad debt | - | - | - | - | - | - | - |
| 223-023-560100 | c | Auditing Fees | 1,749 | 1,406 | - | 1,400 | 1,400 | 6,209 | 2,500 |
| 223-023-561000 | c | legal fees | 2,540 | 824 | - | 800 | 800 | - | 800 |
| 223-023-566500 | c | Landfill Expense | 627,708 | 646,459 | 621,666 | 600,000 | 650,000 | 615,821 | 672,000 |
| 223-023-569000 | c | Other Contractual Service | 41,112 | 45,374 | 49,784 | 40,000 | 50,000 | 55,478 | 50,000 |
| 223-023-587500 | cap | Vehicles | - | - | 215,340 | 225,000 | - | - | - |
| 223-023-590400 | debt | Interest Paid | - | - | - | - | - | - | 39,747 |
| 223-023-590600 | c | Bank Charges | 10,787 | 14,028 | 17,175 | 10,000 | 15,000 | 16,450 | 15,000 |
| 223-023-591000 | debt | Bond Principal Retired | - | - | - | - | - | - | 128,253 |
| 223-023-599000 | other | Miscellaneous | - | - | 60 | - | 100 | - | - |
| Subtotal | | | 2,036,932 | 2,137,207 | 2,384,027 | 2,350,343 | 2,156,712 | 2,036,644 | 2,435,979 |
| 223-025 Yardwaste | | | | | | | | | |
| 223-025-511600 | p | Salary: All Personnel | 102,011 | 100,353 | 123,672 | 119,434 | 120,000 | 164,969 | 123,600 |
| 223-025-515000 | p | Overtime | 9,498 | 5,774 | 9,907 | 8,500 | 8,500 | 11,700 | 8,755 |
| 223-025-515500 | p | Vacation Pay | 3,990 | 2,913 | 2,297 | - | 2,500 | 5,147 | 2,575 |
| 223-025-515600 | p | Holiday Pay | 3,941 | 3,372 | 4,111 | - | 4,214 | 6,815 | 4,340 |
| 223-025-515800 | p | Sick Pay | 1,275 | 5,421 | 3,259 | - | 3,563 | 9,551 | 3,670 |
| 223-025-515900 | p | Compensated Absences | 404 | - | - | - | 1,500 | - | 1,545 |
| 223-025-517000 | p | Oasdi/city Share 6.2% | 7,118 | 6,942 | 8,599 | 7,932 | 8,525 | 11,950 | 8,780 |
| 223-025-517001 | p | Medicare/city Share 1.45% | 1,665 | 1,624 | 2,011 | 1,855 | 2,110 | 2,795 | 2,174 |
| 223-025-517401 | p | IMRF | 14,149 | 13,133 | 12,337 | 14,981 | 12,649 | 14,127 | 13,029 |
| 223-025-518000 | p | Group Insurance | 53,733 | 49,981 | 42,238 | 30,190 | 48,350 | 54,930 | 49,800 |
| 223-025-522400 | m | General Supplies | - | 298 | 540 | - | - | - | 200 |
| 223-025-524000 | c | Lease/rental Of Equipment | - | - | 26 | - | - | - | - |
| 223-025-529000 | m | Equipment | - | - | 50 | - | - | 16,114 | - |
| 223-025-534000 | c | Automotive Expense | 18,483 | 25,200 | 20,442 | 22,500 | 25,000 | 2,378 | 25,000 |
| 223-025-551000 | c | Printing And Publications | 450 | 316 | 85 | 500 | 300 | 435 | 500 |
| 223-025-554300 | m | Uniforms And Tools | 718 | - | 1,250 | - | 1,250 | 1,988 | 1,250 |
| 223-025-555000 | c | Radio Expense | 438 | - | - | 500 | 500 | - | - |
| 223-025-556100 | m | Gasoline/diesel Fuel | - | - | - | - | 20,000 | - | - |
| 223-025-557200 | c | License And Inspection Fees | 42 | 59 | - | - | 50 | - | - |
| 223-025-566501 | c | Compost Site Expense | 118,726 | 82,857 | 63,491 | 120,000 | 100,000 | 72,499 | 100,000 |
| Subtotal | | | 336,641 | 298,242 | 294,315 | 326,391 | 359,011 | 375,676 | 345,219 |

Solid Waste

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|----------------|-------|------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|---------------------|-------------------------|
| 223-026 | | Recycling | | | | | | | |
| 223-026-511600 | p | Salary: All Personnel | 100,106 | 103,380 | 99,611 | 119,434 | 103,382 | 106,976 | 106,484 |
| 223-026-515000 | p | Overtime | 6,447 | 7,795 | 8,014 | 6,500 | 6,500 | 10,045 | 6,695 |
| 223-026-515500 | p | Vacation Pay | 4,147 | 3,501 | 2,942 | - | 3,820 | 5,963 | 3,935 |
| 223-026-515600 | p | Holiday Pay | 3,717 | 2,913 | 3,675 | - | 3,804 | 4,827 | 3,918 |
| 223-026-515800 | p | Sick Pay | 288 | 5,476 | 2,593 | - | 2,365 | 2,485 | 2,436 |
| 223-026-515900 | p | Compensated Absences | 5,712 | 2,465 | - | - | 2,000 | - | 2,060 |
| 223-026-517000 | p | Oasdi/city Share 6.2% | 7,264 | 7,566 | 7,087 | 7,808 | 7,444 | 7,901 | 7,667 |
| 223-026-517001 | p | Medicare/city Share 1.45% | 1,699 | 1,769 | 1,657 | 1,826 | 1,820 | 1,848 | 1,875 |
| 223-026-517401 | p | IMRF | 14,067 | 13,718 | 10,143 | 14,747 | 10,939 | 9,277 | 11,268 |
| 223-026-518000 | p | Group Insurance | 32,941 | 31,257 | 28,047 | 58,649 | 28,225 | 30,642 | 29,072 |
| 223-026-518100 | c | Liability Insurance Premiums | 2,530 | 2,105 | 2,571 | 2,530 | 2,600 | 2,993 | 2,678 |
| 223-026-518300 | c | Workers Comp Insurance | 6,468 | 16,883 | 6,853 | 6,468 | 7,000 | 7,700 | 7,210 |
| 223-026-520200 | m | Office Supplies | - | - | - | - | - | 169 | - |
| 223-026-522400 | m | General Supplies | - | 82 | - | - | 100 | 151 | - |
| 223-026-529000 | m | Equipment | 16,595 | 4,850 | 12,850 | 5,000 | - | 6,144 | - |
| 223-026-534000 | c | Automotive Expense | 11,595 | 17,175 | 24,644 | 16,000 | 25,000 | 27,714 | 25,000 |
| 223-026-534400 | c | Equipment Repairs | - | 400 | - | - | 500 | - | 500 |
| 223-026-538000 | c | Maintenance Agreements | - | - | - | - | - | - | - |
| 223-026-550100 | c | Utilities | 538 | 518 | 704 | 500 | 600 | 490 | 500 |
| 223-026-551000 | c | Printing And Publications | 210 | - | 85 | - | - | 102 | - |
| 223-026-554300 | m | Uniforms And Tools | 1,224 | - | 1,100 | - | 1,200 | 1,325 | 1,200 |
| 223-026-555000 | c | Radio Expense | 565 | - | - | 500 | 500 | - | - |
| 223-026-556100 | m | Gasoline/diesel Fuel | 4,440 | 6,332 | 13,455 | 4,367 | 20,000 | 18,692 | 20,000 |
| 223-026-557200 | c | License And Inspection Fees | 193 | 59 | 227 | - | 200 | - | - |
| 223-026-559000 | m | Medical Expense/supplies | 72 | 172 | - | - | - | - | - |
| 223-026-566502 | c | Recycling Expense | 76,908 | 20,857 | 63,156 | 75,000 | 80,000 | 68,644 | 80,000 |
| 223-026-598200 | other | Grant Expenses | - | 3,201 | 2,000 | - | - | - | - |
| | | Subtotal | \$ 297,724 | \$ 252,475 | \$ 291,414 | \$ 319,328 | \$ 308,000 | \$ 314,087 | \$ 312,497 |
| | | EXPENDITURE TOTAL | \$ 2,671,298 | \$ 2,687,924 | \$ 2,969,755 | \$ 2,996,062 | \$ 2,823,724 | \$ 2,726,407 | \$ 3,093,694 |
| | | Net Surplus/(Deficit) | \$ 243,466 | \$ 423,474 | \$ 13,449 | \$ - | \$ 148,376 | \$ (11,614) | \$ 579,183 |

SEWERAGE FUND

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected FY24 | FY25
Proposed Budget |
|----------------------|--|----------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------|---------------------|-------------------------|
| 231 | | REVENUES | | | | | | | |
| 231-029-420900 | | Sewer Contractors License | 3,500 | 2,200 | 3,400 | 500 | 2,000 | 240 | 1,000 |
| 231-029-427200 | | Sewer Permits | 2,075 | 1,400 | 6,522 | - | 5,000 | 12,312 | 8,000 |
| 231-029-452000 | | Sewage Treatment - N Pekin | 57,565 | 57,565 | 57,565 | 50,000 | 57,565 | 69,078 | 50,000 |
| 231-029-452900 | | Sewer Connection Fees | - | - | 19,995 | - | - | 5,892 | |
| 231-029-458400 | | Vector Disposal Fees | - | - | - | - | - | 83,104 | 300,000 |
| 231-029-459100 | | Basic Service Fees | 6,994,697 | 6,319,087 | 6,361,618 | 6,300,000 | 6,300,000 | 6,476,534 | 8,800,000 |
| 231-029-459200 | | Surcharge | 15,109 | 22,893 | 37,551 | 15,000 | 25,000 | 26,763 | 15,000 |
| 231-029-459300 | | Capital Replacement Fees | - | - | - | - | - | - | |
| 231-029-490100 | | Interest Earnings | 68,026 | 6,780 | 323,738 | 50,000 | 5,000 | 611,307 | 5,000 |
| 231-029-490110 | | Ww Finance Charge | 58,744 | 417,830 | 273,269 | 400,000 | 300,000 | 250,995 | 260,000 |
| 231-029-490500 | | Lien File & Release Fees | 2,793 | 7,673 | 11,980 | - | 10,000 | 5,607 | 5,000 |
| 231-029-494100 | | City Property Dmg Reimb | - | 2,355 | - | - | - | - | |
| 231-029-498900 | | Non Sufficient Funds Fee | 2,155 | 2,075 | 3,350 | 1,500 | 3,000 | 4,290 | 3,000 |
| 231-029-499800 | | Miscellaneous Receipts | 0 | 423 | - | - | 500 | - | |
| 231-029-499802 | | Cash Over/short | 5 | (80) | (12) | - | - | - | |
| 231-030-499800 | | Miscellaneous Receipts | 40 | 3,000 | - | - | 1,000 | 776 | 1,000 |
| 231-033-492100 | | Loan Proceeds | - | - | - | - | - | - | 10,000,000 |
| REVENUE TOTAL | | | \$ 7,204,708 | \$ 6,843,203 | \$ 7,098,976 | \$ 6,817,000 | \$ 6,709,065 | \$ 7,546,898 | \$ 19,448,000 |

231

Wastewater Billing

EXPENDITURES

| | | | | | | | | | |
|----------------|---|------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 231-029-511600 | p | Salary: All Personnel | 224,018 | 108,015 | 178,273 | 169,648 | 183,273 | 167,486 | 153,581 |
| 231-029-515000 | p | Overtime | 170 | 1,669 | 1,642 | 500 | 1,500 | 1,911 | 1,000 |
| 231-029-515500 | p | Vacation Pay | 10,840 | 8,786 | 10,735 | - | 11,142 | 12,235 | 7,944 |
| 231-029-515600 | p | Holiday Pay | 7,806 | 5,304 | 7,957 | - | 9,953 | 6,762 | 6,620 |
| 231-029-515800 | p | Sick Pay | 6,657 | 6,705 | 4,699 | - | 4,275 | 6,012 | 3,972 |
| 231-029-517000 | p | Oasdi/city Share 6.2% | 14,657 | 7,823 | 12,239 | 10,518 | 12,855 | 11,489 | 10,671 |
| 231-029-517001 | p | Medicare/city Share 1.45% | 3,466 | 1,830 | 2,863 | 2,460 | 3,007 | 2,686 | 2,496 |
| 231-029-517401 | p | IMRF | 29,104 | 14,120 | 17,696 | 19,866 | 18,880 | 13,211 | 11,222 |
| 231-029-518000 | p | Group Insurance | 70,549 | 28,607 | 41,031 | 44,955 | 40,611 | 36,342 | 19,773 |
| 231-029-520100 | T | Transfer To General Fund | - | 53,649 | - | - | - | - | - |
| 231-029-520200 | m | Office Supplies | 273 | 217 | 385 | 200 | 300 | 324 | 400 |
| 231-029-520400 | m | Postage | 28,442 | 30,496 | 33,382 | 26,000 | 30,000 | 32,552 | 30,000 |
| 231-029-534400 | c | Equipment Repairs | - | 104 | - | 100 | 100 | - | - |
| 231-029-538000 | c | Maintenance Agreements | 1,045 | 1,062 | 1,411 | 1,500 | 1,500 | 1,457 | 1,500 |
| 231-029-559000 | m | Medical Expense/supplies | - | 696 | - | 600 | 100 | - | - |
| 231-029-560600 | c | Corporate Counsel Fees | - | 3,370 | - | 5,000 | - | - | - |
| 231-029-560700 | c | IL-Am Water Shut Off Expense | - | 1,059 | 2,116 | - | 1,500 | - | - |

SEWERAGE FUND

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected FY24 | FY25
Proposed Budget |
|-----------------|------|------------------------------|---------------------|-------------------|-------------------|-------------------|----------------------------|-------------------|-------------------------|
| 231-029-560701 | c | American Water Consmpn Repts | 12,408 | 11,463 | 10,463 | 12,000 | 12,000 | 11,199 | 12,000 |
| 231-029-561000 | c | Legal Fees | - | - | 62 | - | - | - | - |
| 231-029-569000 | c | Other Contractual Service | 41,171 | 47,702 | 48,069 | 41,000 | 41,000 | 57,096 | 41,000 |
| 231-029-590400 | debt | Interest Paid | 739,953 | 600,379 | 533,547 | 559,571 | 530,000 | 519,112 | 480,000 |
| 231-029-590600 | c | Bank Charges | 10,787 | 14,253 | 17,170 | 10,000 | 14,000 | 16,380 | 3,000 |
| 231-029-591000 | debt | Bond Principal Retired | - | - | - | - | - | - | 2,787,361 |
| 231-029-591100 | c | Bond Registrar Fees | 200 | 500 | 500 | 500 | 500 | 600 | 500 |
| 231-029-591101 | c | Bond Issuance Costs | 77,388 | - | - | - | - | - | - |
| 231-029-593300 | c | Lien Filing Fee | 4,124 | 9,764 | 9,954 | 8,000 | 10,000 | 6,484 | 8,000 |
| Subtotal | | | \$ 1,283,058 | \$ 957,575 | \$ 934,193 | \$ 912,418 | \$ 926,496 | \$ 903,337 | \$ 3,581,040 |

Sanitary Sewer

| | | | | | | | | | |
|----------------|---|------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 231-030-511600 | p | Salary: All Personnel | 117,595 | 215,638 | 215,143 | 263,902 | 222,067 | 197,163 | 228,729 |
| 231-030-515000 | p | Overtime | 13,924 | 12,055 | 14,364 | 12,000 | 12,000 | 12,133 | 12,360 |
| 231-030-515500 | p | Vacation Pay | - | 1,488 | 4,598 | - | 5,521 | 2,708 | 5,687 |
| 231-030-515600 | p | Holiday Pay | - | 884 | 630 | - | 652 | 1,095 | 672 |
| 231-030-515800 | p | Sick Pay | - | 731 | 435 | - | 448 | 524 | 461 |
| 231-030-517000 | p | Oasdi/city Share 6.2% | 7,921 | 13,763 | 13,405 | 17,106 | 14,544 | 12,677 | 14,980 |
| 231-030-517001 | p | Medicare/city Share 1.45% | 1,850 | 3,239 | 3,291 | 4,001 | 3,595 | 2,964 | 3,703 |
| 231-030-517401 | p | IMRF | 15,367 | 24,880 | 20,159 | 32,308 | 19,000 | 15,082 | 19,570 |
| 231-030-518000 | p | Group Insurance | 35,794 | 58,944 | 61,619 | 81,734 | 63,392 | 62,105 | 65,294 |
| 231-030-518100 | c | Liability Insurance Premiums | 25,914 | 26,916 | 28,418 | 31,097 | 30,000 | 36,510 | 30,900 |
| 231-030-520100 | T | Transfer To General Fund | 860,000 | - | - | - | - | - | - |
| 231-030-520400 | m | Postage | - | - | 291 | - | 100 | 414 | - |
| 231-030-522400 | m | General Supplies | 4,261 | 1,258 | 1,991 | 1,000 | 2,000 | 1,924 | 2,000 |
| 231-030-524000 | c | Lease/rental Of Equipment | 16,233 | - | 17,564 | - | 10,000 | 926 | 10,000 |
| 231-030-529000 | m | Equipment | 6,647 | 1,316 | 15,957 | 2,500 | 6,000 | 20,749 | 20,000 |
| 231-030-534000 | c | Automotive Expense | 5,207 | 8,701 | 1,238 | 4,000 | 5,000 | 2,399 | 5,000 |
| 231-030-534400 | c | Equipment Repairs | 39,885 | 36,753 | 39,296 | 26,000 | 25,000 | 39,877 | 30,000 |
| 231-030-536000 | c | Tree Removal / Replacemen | 1,029 | - | - | - | - | - | - |
| 231-030-538000 | c | Maintenance Agreements | - | 2,864 | - | 2,900 | 2,900 | 4,800 | 5,000 |
| 231-030-550100 | c | Utilities | 20,895 | 20,524 | 27,854 | 10,500 | 21,000 | 28,382 | 21,000 |
| 231-030-550300 | c | Telephone | 584 | 188 | - | - | - | - | - |
| 231-030-551000 | c | Printing And Publications | 72 | - | - | - | - | - | - |
| 231-030-551600 | c | Dues And Subscriptions | - | - | 4,822 | - | 5,000 | - | - |
| 231-030-554200 | c | Meals Lodging | - | - | - | - | - | - | - |
| 231-030-554300 | m | Uniforms And Tools | - | - | - | 1,500 | - | - | - |
| 231-030-557310 | c | Railroad Permit Fee | 1,275 | 3,228 | 3,389 | - | 4,000 | 4,269 | 4,000 |
| 231-030-560600 | c | Corporate Counsel Fees | 105 | - | - | - | - | - | - |

SEWERAGE FUND

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected FY24 | FY25
Proposed Budget |
|-----------------|------|-------------------------------|---------------------|-------------------|-------------------|-------------------|----------------------------|-------------------|-------------------------|
| 231-030-561200 | c | Engineering Fees | - | 791 | - | - | - | - | - |
| 231-030-564000 | c | Sewer Maintenance/Improvement | 58,282 | 101,245 | 163,632 | 228,448 | 200,000 | 66,245 | 1,300,000 |
| 231-030-569000 | c | Other Contractual Service | 296,587 | 115,592 | 129,159 | 150,000 | 150,000 | 70,220 | 100,000 |
| 231-030-580200 | m | Purchase Of Property | 332 | - | - | - | - | - | - |
| 231-030-580600 | cap | Sewer Construction | 4,500 | - | - | - | - | - | - |
| 231-030-580601 | c | Sewer Repair | - | 3,850 | - | - | - | - | - |
| 231-030-587000 | m | Machinery And Equipment | - | - | - | 45,000 | 10,000 | - | 5,000 |
| 231-030-590400 | debt | Interest Paid | 11,558 | 8,873 | 6,056 | 6,056 | 4,000 | 3,721 | 7,000 |
| Subtotal | | | \$ 1,545,816 | \$ 663,722 | \$ 773,310 | \$ 920,052 | \$ 816,219 | \$ 586,886 | \$ 1,891,356 |

Wastewater Treatment

| | | | | | | | | | |
|----------------|-----|------------------------------|---------|---------|---------|---------|---------|---------|---------|
| 231-031-511600 | p | Salary: All Personnel | 409,690 | 357,908 | 386,062 | 470,926 | 386,104 | 405,186 | 397,687 |
| 231-031-515000 | p | Overtime | - | 15,609 | 13,778 | 10,000 | 10,000 | 10,330 | 10,300 |
| 231-031-515500 | p | Vacation Pay | 35,621 | 32,963 | 30,376 | - | 33,985 | 34,907 | 35,005 |
| 231-031-515600 | p | Holiday Pay | 17,010 | 16,816 | 17,884 | - | 18,510 | 24,909 | 19,066 |
| 231-031-515800 | p | Sick Pay | 10,386 | 12,426 | 17,264 | - | 17,011 | 17,084 | 17,521 |
| 231-031-515900 | p | Compensated Absences | 9,962 | - | - | - | 9,500 | - | 9,785 |
| 231-031-517000 | p | Oasdi/city Share 6.2% | 28,579 | 26,256 | 28,124 | 29,817 | 27,975 | 29,702 | 28,814 |
| 231-031-517001 | p | Medicare/city Share 1.45% | 6,684 | 6,142 | 6,577 | 6,973 | 6,543 | 6,946 | 6,739 |
| 231-031-517401 | p | IMRF | 55,154 | 47,555 | 40,413 | 56,316 | 32,803 | 35,087 | 33,787 |
| 231-031-518000 | p | Group Insurance | 102,052 | 109,984 | 111,143 | 139,069 | 96,531 | 122,366 | 99,427 |
| 231-031-518100 | c | Liability Insurance Premiums | 11,507 | 7,741 | 9,455 | 11,500 | 12,500 | 10,917 | 12,875 |
| 231-031-518300 | c | Workers Comp Insurance | 14,610 | 9,624 | 10,721 | 2,500 | 11,500 | 14,333 | 11,500 |
| 231-031-519000 | c | Training And Education | 90 | 1,802 | 1,840 | 4,000 | 7,000 | 48 | 7,000 |
| 231-031-520200 | m | Office Supplies | - | 9 | - | - | 100 | 168 | - |
| 231-031-520400 | m | Postage | - | 93 | - | - | 100 | 163 | 300 |
| 231-031-522200 | m | Chemical Supplies | 61,977 | 127,980 | 162,617 | 140,000 | 160,000 | 173,252 | 160,000 |
| 231-031-522400 | m | General Supplies | 6,007 | 5,975 | 8,554 | 4,500 | 6,000 | 3,335 | 6,000 |
| 231-031-522600 | m | Machine Lubricant & Oil | 237 | 2,103 | 15,253 | 3,000 | 2,000 | 32 | 2,000 |
| 231-031-524000 | c | Lease/rental Of Equipment | 4,430 | 3,187 | - | 4,500 | 2,500 | - | 2,500 |
| 231-031-529000 | cap | Equipment | 30,398 | 3,141 | 10,313 | 9,500 | 50,000 | 2,635 | 50,000 |
| 231-031-534000 | c | Automotive Expense | 9,947 | 9,259 | 4,019 | 10,000 | 10,000 | 11,051 | 5,000 |
| 231-031-534200 | c | Buildings And Grounds Rep | 274 | 64,952 | 5,454 | 55,000 | 10,000 | 4,402 | 5,000 |
| 231-031-534400 | c | Equipment Repairs | 69,595 | 71,424 | 67,845 | 50,000 | 50,000 | 102,988 | 150,000 |
| 231-031-536400 | c | Sludge Removal | 91,241 | 116,377 | 163,058 | 100,000 | 100,000 | 170,596 | 125,000 |
| 231-031-538000 | c | Maintenance Agreements | 10,948 | - | 9,938 | 10,000 | 12,000 | - | - |
| 231-031-550100 | c | Utilities | 224,178 | 230,729 | 342,060 | 160,000 | 270,000 | 192,626 | 270,000 |
| 231-031-550300 | c | Telephone | 3,829 | 10,621 | 377 | 15,000 | 2,500 | - | - |
| 231-031-551600 | c | Dues And Subscriptions | 83 | - | - | - | - | - | - |

SEWERAGE FUND

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected FY24 | FY25
Proposed Budget |
|-----------------|-------|---------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------|---------------------|-------------------------|
| 231-031-554200 | c | Meals Lodging | - | - | 561 | - | - | 36 | - |
| 231-031-554300 | m | Uniforms And Tools | 1,299 | 483 | 2,898 | 3,250 | 3,500 | 3,140 | 3,500 |
| 231-031-555000 | c | Radio Expense | - | - | - | - | - | - | - |
| 231-031-556100 | m | Gasoline/diesel Fuel | 1,770 | 3,543 | 3,376 | 5,334 | 3,000 | 4,235 | 4,000 |
| 231-031-557200 | c | License And Inspection Fees | 647 | 370 | - | - | 500 | 384 | 500 |
| 231-031-557300 | c | Epa Permits | 53,000 | 53,000 | 52,735 | 53,000 | 53,000 | 63,000 | 53,000 |
| 231-031-559000 | m | Medical Expense/supplies | - | 197 | 118 | 1,500 | 500 | 254 | 500 |
| 231-031-560100 | c | Auditing Fees | 5,038 | 2,813 | - | 3,000 | 3,000 | 14,556 | 5,000 |
| 231-031-560600 | c | Corporate Counsel Fees | 2,830 | 1,555 | 176 | 1,500 | 1,500 | - | 1,500 |
| 231-031-561300 | c | Testing Fees And Expenses | 69,937 | 72,899 | 38,812 | 55,000 | 50,000 | 29,168 | 35,000 |
| 231-031-566600 | c | Pest Control | 2,150 | 2,580 | 2,120 | 2,600 | 2,600 | 1,032 | 2,600 |
| 231-031-569000 | c | Other Contractual Service | 51,997 | 56,750 | 28,415 | 50,000 | 25,000 | 5,870 | 25,000 |
| 231-031-587000 | m | Machinery And Equipment | 1,200 | - | 6,026 | - | 10,000 | 7,207 | - |
| | Cap | Machinery And Equipment (large) | | | | | | | 100,000 |
| 231-031-587500 | m | Vehicles | - | - | - | - | - | 990 | - |
| 231-031-599000 | other | Miscellaneous | - | - | - | - | - | 55 | - |
| 231-031-599801 | c | Computer Software | 7,502 | 660 | 2,295 | 4,000 | 5,000 | - | - |
| 231-031-599802 | m | Computer Hardware | - | - | - | 1,500 | - | - | - |
| Subtotal | | | \$ 1,411,856 | \$ 1,485,527 | \$ 1,600,657 | \$ 1,473,286 | \$ 1,502,762 | \$ 1,502,992 | \$ 1,695,906 |

Storm Sewer

| | | | | | | | | | |
|----------------|---|---------------------------|---------|---------|---------|---------|---------|---------|---------|
| 231-033-511600 | P | Salary: All Personnel | 154,845 | 187,871 | 208,084 | 261,962 | 217,633 | 212,596 | 269,820 |
| 231-033-515000 | P | Overtime | 17,110 | 14,476 | 16,417 | - | - | 16,561 | - |
| 231-033-515500 | P | Vacation Pay | 3,754 | 2,166 | 2,967 | 10,000 | 3,263 | 4,008 | 10,300 |
| 231-033-515600 | P | Holiday Pay | 1,179 | 1,637 | 1,219 | - | 1,262 | 2,208 | - |
| 231-033-515800 | P | Sick Pay | 633 | 1,745 | 1,133 | - | 1,129 | 1,583 | - |
| 231-033-517000 | P | Oasdi/city Share 6.2% | 10,765 | 12,524 | 13,797 | 16,862 | 14,656 | 14,180 | 17,367 |
| 231-033-517001 | P | Medicare/city Share 1.45% | 2,509 | 2,928 | 3,227 | 3,943 | 3,428 | 3,315 | 4,062 |
| 231-033-517401 | P | IMRF | 20,664 | 23,567 | 20,196 | 27,884 | 18,322 | 17,023 | 28,721 |
| 231-033-518000 | P | Group Insurance | 39,003 | 46,493 | 51,118 | 49,397 | 52,675 | 58,887 | 50,879 |
| 231-033-522400 | m | General Supplies | 1,035 | 735 | 1,086 | 1,000 | 1,000 | 769 | 1,000 |
| 231-033-524000 | c | Lease/rental Of Equipment | 1,450 | - | - | 1,500 | 1,500 | - | 1,500 |
| 231-033-529000 | m | Equipment | - | - | - | - | - | - | - |
| 231-033-534000 | c | Automotive Expense | 27,894 | 10,664 | 12,147 | 20,000 | 10,000 | 20,228 | 10,000 |
| 231-033-534400 | c | Equipment Repairs | - | - | 72 | - | - | 3,882 | - |
| 231-033-535000 | m | Material And Hauling | 389 | - | 513 | - | 5,000 | - | - |
| 231-033-554300 | m | Uniforms And Tools | - | - | - | 1,500 | - | - | - |
| 231-033-555000 | c | Radio Expense | 230 | 34 | - | - | - | - | - |
| 231-033-557300 | c | Epa Permits | 1,000 | 1,000 | 1,500 | 1,000 | 1,500 | 1,800 | 1,500 |

SEWERAGE FUND

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved
Budget | Projected FY24 | FY25
Proposed Budget |
|----------------|------|------------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------|---------------------|-------------------------|
| 231-033-560600 | c | Corporate Counsel Fees | 340 | - | - | - | - | - | - |
| 231-033-564100 | c | Drainage Improvements | 37,749 | 77,491 | 63,197 | 100,000 | 380,000 | 513,349 | 200,000 |
| 231-033-569000 | c | Other Contractual Service | 7,799 | 6,133 | 7,000 | - | 4,000 | 3,892 | 4,000 |
| 231-033-580200 | cap | Land Purchase | - | - | - | - | - | - | - |
| 231-033-580600 | cap | Sewer Construction | - | - | 1,606 | 228,448 | - | - | 10,100,000 |
| 231-033-580601 | c | Sewer Repair | - | 32,557 | - | - | - | 4,511 | - |
| 231-033-585400 | c | Drainage District Assessm | 1,100 | - | - | - | - | - | - |
| 231-033-590400 | debt | Interest Paid | 17,736 | 13,811 | 9,808 | 9,830 | 4,300 | 5,618 | 606,588 |
| 231-033-591400 | debt | Loan payments | - | - | - | - | - | - | 290,193 |
| | | Subtotal | \$ 347,184 | \$ 435,833 | \$ 415,087 | \$ 733,326 | \$ 719,668 | \$ 884,412 | \$ 11,595,931 |
| | | Grand Total of Expenditures | \$ 4,587,914 | \$ 3,542,656 | \$ 3,723,248 | \$ 4,039,081 | \$ 3,965,146 | \$ 3,877,628 | \$ 18,764,233 |
| | | Net Surplus/(Deficit) | \$ 2,616,794 | \$ 3,300,546 | \$ 3,375,729 | \$ 2,777,919 | \$ 2,743,919 | \$ 3,669,270 | \$ 683,767 |

Fleet Maintenance

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | FY24 Actual thru
2/29 | Projected FY24 | FY25
Proposed Budget |
|----------------------|-----|------------------------------|-------------------|---------------------|---------------------|---------------------|-------------------------|--------------------------|---------------------|-------------------------|
| 699 | | REVENUES | | | | | | | | |
| 699-069-450040 | | Gasoline Sales - Interfun | 462,164 | 592,364 | 1,033,931 | 675,000 | 808,647 | 742,157 | 890,588 | \$ 950,000 |
| 699-069-450043 | | Labor | 420,164 | 456,152 | 454,404 | 400,000 | 475,000 | 315,387 | 378,464 | \$ 450,000 |
| 699-069-499800 | | Miscellaneous Receipts | 680 | - | - | - | 500 | - | - | |
| 699-070-450040 | | Gasoline Sales - Interfun | 8,087 | 6,594 | 7,577 | 2,500 | 6,500 | 5,260 | 6,312 | \$ 6,500 |
| 699-070-450042 | | Sale of Parts | 1,966 | 6,387 | 502 | 5,000 | 1,000 | 433 | 520 | \$ 1,000 |
| 699-070-450043 | | Labor | 5,980 | 2,535 | 1,495 | 2,000 | 2,000 | 644 | 772 | \$ 1,000 |
| 699-070-499800 | | Miscellaneous Receipts | - | - | - | - | - | 390 | 468 | |
| REVENUE TOTAL | | | \$ 899,041 | \$ 1,064,032 | \$ 1,497,909 | \$ 1,084,500 | \$ 1,293,647 | \$ 1,064,270 | \$ 1,277,125 | \$ 1,408,500 |
| 699 | | EXPENDITURES | | | | | | | | |
| 699-069-511600 | p | Salary: All Personnel | 305,521 | 257,775 | 282,304 | 331,881 | 290,695 | 206,895 | 248,274 | 299,416 |
| 699-069-515000 | p | Overtime | 7,348 | 17,449 | 8,357 | 17,160 | 10,000 | 5,053 | 6,063 | 10,000 |
| 699-069-515500 | p | Vacation Pay | 34,064 | 23,951 | 17,178 | - | 20,509 | 13,227 | 15,873 | 21,124 |
| 699-069-515600 | p | Holiday Pay | 13,956 | 13,047 | 13,486 | - | 13,958 | 10,479 | 12,575 | 14,377 |
| 699-069-515800 | p | Sick Pay | 7,405 | 12,187 | 6,315 | - | 6,644 | 7,518 | 9,021 | 6,843 |
| 699-069-517000 | p | Oasdi/city Share 6.2% | 22,069 | 19,714 | 19,813 | 21,641 | 22,736 | 14,589 | 17,507 | 23,418 |
| 699-069-517001 | p | Medicare/city Share 1.45% | 5,208 | 4,612 | 4,633 | 5,061 | 5,317 | 3,412 | 4,094 | 5,477 |
| 699-069-517401 | p | IMRF | 42,765 | 35,235 | 28,418 | 40,838 | 26,660 | 17,272 | 20,727 | 27,460 |
| 699-069-518000 | p | Group Insurance | 81,128 | 60,247 | 73,900 | 98,174 | 71,002 | 68,708 | 82,450 | 70,000 |
| 699-069-518100 | c | Liability Insurance Premiums | 6,844 | 7,548 | 9,219 | 6,850 | 10,000 | 8,900 | 10,680 | 10,000 |
| 699-069-518300 | c | Workers Comp Insurance | 8,758 | 9,131 | 10,172 | 8,800 | 12,000 | 11,332 | 13,598 | 12,000 |
| 699-069-519000 | c | Training And Education | 300 | - | 538 | 3,500 | 2,000 | 413 | 496 | 1,000 |
| 699-069-522400 | m | General Supplies | 5,435 | 3,621 | 5,392 | 3,000 | 5,000 | 1,755 | 2,106 | 5,000 |
| 699-069-524000 | c | Lease/rental Of Equipment | 1,107 | 1,676 | 1,533 | 1,200 | 1,500 | 1,161 | 1,393 | 1,500 |
| 699-069-529000 | m | Equipment | 1,967 | 4,881 | 6,667 | 7,000 | 3,000 | 829 | 994 | 1,000 |
| | cap | large Equipment | | | | | | | | 19,000 |
| 699-069-534000 | c | Automotive Expense | 3,918 | 5,273 | 2,803 | 3,500 | 3,500 | 5,927 | 7,113 | 3,500 |
| 699-069-534200 | c | Bldngs & Grnds Maint/Repairs | - | - | 367 | - | - | - | - | |
| 699-069-534400 | c | Equipment Repairs | 353 | 3,859 | 784 | 4,000 | 3,000 | 1,676 | 2,011 | 3,000 |
| 699-069-538000 | c | Maintenance Agreements | 493 | 1,268 | 22 | 1,000 | 1,000 | 24 | 29 | 1,000 |
| 699-069-550100 | c | Utilities | 8,951 | 10,710 | 12,464 | 7,300 | 10,000 | 5,320 | 6,384 | 6,000 |
| 699-069-550300 | c | Telephone | 300 | - | - | 300 | - | - | - | - |
| 699-069-551000 | c | Printing And Publications | - | 19 | - | - | - | - | - | - |
| 699-069-554200 | c | Meals Lodging | - | - | 488 | - | - | - | - | - |
| 699-069-554300 | m | Uniforms And Tools | 3,145 | 2,854 | 4,035 | 4,350 | 4,500 | 3,646 | 4,375 | 8,000 |
| 699-069-556100 | m | Gasoline/diesel Fuel | - | 53 | - | - | - | 873 | 1,048 | 500 |
| 699-069-556200 | m | Cost Of Fuel Sold | 463,515 | 594,115 | 1,037,371 | 650,000 | 750,000 | 743,955 | 892,746 | 975,000 |
| 699-069-557200 | c | License And Inspection Fees | 776 | 1,175 | - | - | - | 50 | 60 | 50 |
| 699-069-557300 | c | EPA Permit | 835 | 235 | - | 850 | 850 | 235 | 282 | 500 |
| 699-069-559000 | m | Medical Expense/supplies | 301 | - | 307 | - | 300 | - | - | - |
| 699-069-566600 | c | Pest Control | 188 | - | - | - | - | - | - | - |
| 699-069-569000 | c | Other Contractual Service | 10,208 | 13,253 | 12,490 | 12,000 | 10,000 | 11,225 | 13,470 | 10,000 |
| 699-069-587000 | cap | Machinery And Equipment | - | 14,000 | - | - | - | - | - | - |
| 699-069-590400 | | | | | | | | 396 | 476 | - |

Fleet Maintenance

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | FY24 Actual thru
2/29 | Projected FY24 | FY25
Proposed Budget |
|------------------------------|-------|---------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|--------------------------|---------------------|-------------------------|
| 699-069-599000 | other | Miscellaneous | - | - | - | 1,000 | 1,000 | - | - | - |
| 699-070-511600 | p | Salary: All Personnel | 2,043 | 1,228 | 571 | 2,400 | 709 | 273 | 327 | 600 |
| 699-070-515000 | p | Overtime | 71 | - | - | - | - | 17 | 20 | - |
| 699-070-515600 | p | Holiday Pay | - | - | - | 146 | - | - | - | - |
| 699-070-515800 | p | Sick Pay | - | - | - | 34 | - | - | - | - |
| 699-070-517000 | p | Oasdi/city Share 6.2% | 129 | 74 | 35 | 280 | 43 | 17 | 21 | 50 |
| 699-070-517001 | p | Medicare/city Share 1.45% | 30 | 17 | 8 | 468 | 10 | 4 | 5 | 20 |
| 699-070-517401 | p | IMRF | 247 | 141 | 49 | - | 61 | 21 | 25 | 70 |
| 699-070-518000 | p | Group Insurance | 412 | 264 | 123 | - | 153 | 78 | 94 | 200 |
| 699-070-534000 | c | Automotive Expense | 1,554 | 4,689 | 381 | 1,250 | 1,000 | - | - | - |
| 699-070-556200 | m | Cost Of Fuel Sold | 7,785 | 7,257 | 8,470 | 5,500 | 6,500 | 4,137 | 4,964 | - |
| EXPENDITURE TOTAL | | | \$ 1,041,733 | \$ 1,131,558 | \$ 1,568,693 | \$ 1,239,482 | \$ 1,293,647 | \$ 1,149,417 | \$ 1,379,300 | \$ 1,538,105 |
| Net Surplus/(Deficit) | | | \$ (142,692) | \$ (67,526) | \$ (70,784) | \$ (154,982) | \$ 0 | \$ (85,147) | \$ (102,176) | \$ (129,605) |

Airport

| Account Number | | Description | FY20
Actual | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|----------------|---|------------------------------|---------------------|-------------------|-------------------|-------------------|---------------------|-------------------------|-------------------|-------------------------|
| 525 | | REVENUES | | | | | | | | |
| 525-525-440100 | | Transfer From General Fund | - | - | - | - | - | - | - | 318,200 |
| 525-525-442600 | | State Grants | 198,113 | 35,048 | 71,034 | - | 30,000 | 790,770 | - | 1,963,800 |
| | | Fuel State Sales tax rebate | | | | | | | | 5,000 |
| 525-525-442601 | | Contributed Capital | 2,529,863 | - | - | - | - | - | - | |
| 525-525-453001 | | Rental - Airport Shop | - | 3,000 | 12,000 | - | - | - | - | |
| 525-525-453002 | | Rental - Airport Hangars | 64,470 | 62,030 | 53,045 | 59,970 | 12,000 | 60,000 | 67,278 | 90,000 |
| 525-525-453003 | | Rental - Tie Down Spaces | - | 60 | - | - | 50,000 | - | 180 | 360 |
| 525-525-453004 | | Sale of Gas | 95,761 | 126,622 | 143,376 | 204,905 | 180,000 | 180,000 | 169,218 | 165,000 |
| 525-525-490100 | | Interest Earnings | - | - | - | - | - | - | (119) | |
| 525-525-491000 | | Rental Of Municipal Prope | 17,531 | 20,188 | 17,738 | 20,854 | 17,000 | 20,000 | 28,081 | 20,000 |
| 525-525-492100 | | Loan Proceeds | - | - | - | - | 2,500,000 | - | - | |
| 525-525-498900 | | Non Sufficient Funds Fee | - | 25 | - | 25 | - | - | - | |
| 525-525-499800 | | Miscellaneous Receipts | 3,895 | 1,450 | 3,625 | - | 3,500 | 500 | 630 | |
| | | REVENUE TOTAL | \$ 2,909,633 | \$ 248,423 | \$ 300,818 | \$ 285,754 | \$ 2,792,500 | \$ 1,051,270 | \$ 265,268 | \$ 2,562,360 |
| 525 | | EXPENDITURES | | | | | | | | |
| 525-525-511600 | p | Salary All Personnel | 57,362 | 63,849 | 70,375 | 44,244 | 84,844 | 41,392 | 19,270 | 31,300 |
| 525-525-511601 | p | Admin Cost Allocation | - | - | - | - | - | - | - | 15,854 |
| 525-525-515000 | p | Overtime | 3 | - | 3 | - | - | - | 1 | - |
| 525-525-515500 | p | Vacation Pay | 3,328 | 3,397 | 4,938 | 7,163 | - | 2,904 | 1,207 | 2,000 |
| 525-525-515600 | p | Holiday | 2,555 | 2,402 | 2,987 | 722 | - | 1,757 | 1,213 | 1,000 |
| 525-525-515800 | p | Sick Pay | 3,812 | 2,882 | 1,782 | 1,114 | - | 1,048 | 456 | 700 |
| 525-525-515900 | p | Compensated Absences | 243 | (266) | - | - | - | - | - | - |
| 525-525-517000 | p | Oasdi/city Share 6.2% | 3,953 | 4,257 | 4,697 | 2,660 | 5,260 | 2,566 | 869 | 3,153 |
| 525-525-517001 | p | Medicare/city Share 1.45% | 924 | 998 | 1,104 | 661 | 1,230 | 600 | 202 | 737 |
| 525-525-517401 | p | IMRF | 6,903 | 8,468 | 8,773 | 4,810 | 9,935 | 3,808 | 2,521 | 3,316 |
| 525-525-518000 | p | Group Insurance | 28,133 | 28,325 | 31,813 | 9,141 | 33,365 | 8,863 | 2,190 | 8,465 |
| 525-525-518100 | c | Liability Insurance Premiums | 3,350 | 4,233 | 7,228 | 6,079 | 2,229 | 6,000 | 3,729 | 3,000 |
| 525-525-518300 | c | Workers Comp Insurance | 3,829 | 3,498 | 3,300 | 4,592 | 3,498 | 4,000 | 6,140 | 2,000 |
| 525-525-519000 | c | Training And Education | - | 150 | 733 | - | 1,000 | - | - | 300 |
| 525-525-520100 | T | Transfer to General Fund | 42,719 | - | - | - | - | - | - | - |
| 525-525-520200 | m | Office Supplies | 60 | - | - | - | 50 | 150 | - | 500 |
| 525-525-520400 | m | Postage | - | - | 43 | 46 | 100 | 50 | - | 50 |
| 525-525-522400 | m | General Supplies | 420 | 702 | 998 | 1,627 | 1,000 | 1,000 | 216 | 1,000 |
| 525-525-524000 | c | Lease/rental Of Equipment | 260 | 220 | 464 | 720 | 395 | 500 | 530 | 500 |
| 525-525-529000 | m | Equipment | 1,051 | 7,951 | 1,123 | 1,036 | 1,750 | 1,500 | 63 | 1,500 |
| 525-525-534000 | c | Automotive Expense | 1,624 | 2,836 | 3,563 | 1,660 | 3,000 | 2,000 | 247 | 2,000 |
| 525-525-534200 | c | Buildings And Grounds Rep | 1,176 | 14,920 | 68,078 | 14,856 | 2,500,000 | 20,000 | 1,766 | 30,000 |
| 525-525-534400 | c | Equipment Repairs | 4,602 | 4,059 | 3,499 | 4,643 | 5,000 | 4,000 | 1,129 | 4,000 |
| 525-525-536300 | c | Snow Removal - Salt And C | 3,773 | 6,314 | 10,822 | 938 | 5,000 | 5,000 | 2,100 | 5,000 |
| 525-525-538000 | c | Maintenance Agreement | 224 | 106 | 116 | 23,418 | 350 | 350 | - | 350 |
| 525-525-550100 | c | Utilities | 26,669 | 22,907 | 24,554 | 38,576 | 19,000 | 30,000 | 27,370 | 25,000 |
| 525-525-550300 | c | Telephone | 2,034 | 2,812 | 3,597 | 1,558 | 3,800 | 3,000 | 3,494 | 3,000 |
| 525-525-551000 | c | Printing And Publications | - | - | - | 507 | - | - | - | - |

Airport

| Account Number | | Description | FY20
Actual | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|------------------------------|-------|------------------------------|---------------------|--------------------|---------------------|---------------------|---------------------|-------------------------|--------------------|-------------------------|
| 525-525-551600 | c | Dues And Subscriptions | - | 80 | 275 | 50 | 500 | 335 | - | 1,200 |
| 525-525-556100 | c | Fuel | 356 | 388 | 853 | 69 | 1,300 | 800 | - | 500 |
| 525-525-556200 | m | Cost of Gas Sold | 83,254 | 108,536 | 160,315 | 193,787 | 170,000 | 180,000 | 149,221 | 148,500 |
| 525-525-557200 | c | License & Inspection Fees | - | 525 | 1,250 | 525 | 300 | 1,250 | 511 | 1,000 |
| 525-525-560600 | c | Corporate Counsel Fees | 880 | - | 2,313 | 242 | 3,500 | 500 | 3,195 | 500 |
| 525-525-561000 | c | Legal Fees | 360 | - | - | - | - | - | - | - |
| 525-525-561200 | c | Engineering Fees | 28,908 | - | 10,906 | 1,174 | - | - | - | - |
| 525-525-561301 | c | Concrete Testing | - | - | - | - | - | - | - | - |
| 525-525-566600 | c | Pest Control | 720 | 735 | 720 | 600 | 750 | 750 | - | 750 |
| 525-525-569000 | c | Other Contractual Service | 4,718 | 945 | 340 | 18,653 | 3,500 | 45,000 | 720 | 70,000 |
| 525-525-580201 | c | Land Improvements | - | 10,374 | - | - | - | - | 63,188 | - |
| 525-525-580401 | c | Building Repairs | - | - | 8,059 | - | - | - | - | 5,000 |
| | c | Building Repairs | | | | - | | | 384 | - |
| | Cap | Capital Outlay reimbursed | | | | | | | | 1,963,800 |
| | cap | Capital Outlay | | | | | | | | 218,200 |
| 525-525-587100 | m | Office Furniture & Equipment | - | - | 12,225 | 1,748 | - | - | - | 2,000 |
| 525-525-590400 | debt | Interest Paid | - | - | - | - | - | - | - | - |
| 525-525-590600 | c | Bank/Credit Card Fees | - | - | 2,362 | - | - | - | 1,433 | - |
| 525-525-599000 | other | Miscellaneous | 7 | 41 | - | 19 | - | - | - | 100 |
| 525-525-599802 | m | Computer Hardware | - | - | - | - | - | - | - | 350 |
| 525-525-599900 | | Depreciation Expense | 59,330 | - | - | - | - | - | - | - |
| EXPENDITURE TOTAL | | | \$ 377,542 | \$ 306,641 | \$ 454,206 | \$ 387,638 | \$ 2,860,657 | \$ 369,123 | \$ 293,367 | \$ 2,556,625 |
| Net Surplus/(Deficit) | | | \$ 2,532,091 | \$ (58,218) | \$ (153,388) | \$ (101,884) | \$ (68,157) | \$ 682,147 | \$ (28,100) | \$ 5,735 |

Capital Fund

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|------------------------------|-------|------------------------------|---------------------|-----------------------|-----------------------|-----------------------|-------------------------|-----------------------|-------------------------|
| 445 | | REVENUES | | | | | | | |
| 445-041-414001 | | Local Use Gas Tax | 435,963 | 503,620 | 471,373 | 525,000 | 500,000 | 488,496 | 500,000 |
| 445-041-440100 | | Transfer From General Fund | - | - | - | 3,617,704 | 5,555,136 | - | 870,000 |
| 445-041-442600 | | State Grants | - | 1,928,687 | - | 71,313 | - | - | - |
| 445-041-451800 | | 50 / 50 Sidewalk Project | 11,042 | - | - | - | - | - | - |
| 445-041-463500 | | Late Payment Penalties | 3,095 | 1,891 | 414 | - | - | - | - |
| 445-041-463600 | | Interest Charges | 115 | 214 | 83 | - | - | - | - |
| 445-041-490100 | | Interest Earnings | 12,727 | 775 | 8,597 | - | - | 3,356 | - |
| 445-041-490800 | | Developer Agreement Payments | - | - | 100,000 | - | - | - | - |
| 445-041-498900 | | Non Sufficient Funds Fees | 25 | - | - | - | - | - | - |
| 445-041-499800 | | Miscellaneous Receipts | 1,734 | - | - | - | - | - | - |
| 445-043-414002 | | Impound Fees | 11,569 | 97,230 | 65,571 | 100,000 | 70,000 | 75,612 | 70,000 |
| 445-045-440100 | | Transfer from General Fund | 12,500 | - | - | - | - | - | - |
| REVENUE TOTAL | | | \$ 488,770 | \$ 2,532,418 | \$ 646,037 | \$ 4,314,017 | \$ 6,125,136 | \$ 567,464 | \$ 1,440,000 |
| 445 | | EXPENDITURES | | | | | | | |
| 445-041-523000 | c | Traffic Street Signs | 14,525 | 19,932 | - | - | - | - | - |
| 445-041-524000 | Debt | Lease/Rental of Equipment | 20,685 | 25,052 | 75,372 | 31,110 | 179,244 | 216,221 | - |
| 445-041-529000 | c | Equipment | 8,034 | 15,088 | 123,486 | 178,500 | - | 103,790 | - |
| 445-041-532000 | c | Electronic Equipment Main | 42,171 | 37,348 | - | - | - | - | - |
| 445-041-534000 | c | Automotive Expense | 118,488 | 194,107 | - | 514,000 | - | 307,535 | - |
| 445-041-534400 | c | Equipment Repairs | 56,736 | 85,471 | - | - | - | - | - |
| 445-041-534900 | cap | Sidewalk Renovations | 74,345 | 52,354 | 19,008 | - | 250,000 | 112,234 | 300,000 |
| 445-041-535000 | m | Material & Hauling | - | 33,663 | - | - | - | - | - |
| 445-041-561000 | c | Legal Fees | - | 731 | - | - | - | - | - |
| 445-041-561200 | c | Engineering Fees | 520,961 | 518,368 | 1,737,754 | 1,710,000 | 1,860,000 | 1,210,264 | 640,000 |
| 445-041-569000 | c | Other Contractual Service | - | 1,390 | - | - | - | - | - |
| 445-041-580200 | cap | Purchase Of Property | 36,366 | 98 | 418,958 | 1,500,000 | 800,000 | 657,916 | 500,000 |
| 445-041-580401 | cap | Building Repair | - | - | - | 185,000 | - | - | - |
| 445-041-580500 | cap | Street Construction | - | 3,891,104 | 442,648 | - | 4,123,110 | 219,718 | - |
| 445-041-580501 | c | Street Improvement/Repair | - | - | - | - | 7,000 | 13,353 | - |
| 445-041-584000 | | Construction | - | 1,551 | 700,647 | 1,252,872 | 220,000 | 178,030 | - |
| 445-041-590300 | c | Real Estate Tax Expense | - | - | - | - | - | 571 | - |
| 445-041-590400 | Debt | Interest Paid | - | 5,185 | 8,797 | 7,037 | 8,300 | 56,989 | - |
| 445-041-590600 | c | Bank Fees | - | 75 | - | - | - | - | - |
| 445-041-599000 | other | Miscellaneous | - | - | 86 | - | - | - | - |
| 445-045-580401 | c | Building Repair | 28,361 | - | - | - | - | - | - |
| EXPENDITURE TOTAL | | | \$ 920,672 | \$ 4,881,518 | \$ 3,526,755 | \$ 5,378,519 | \$ 7,447,654 | \$ 3,076,620 | \$ 1,440,000 |
| Net Surplus/(Deficit) | | | \$ (431,902) | \$ (2,349,100) | \$ (2,880,718) | \$ (1,064,502) | \$ (1,322,518) | \$ (2,509,156) | \$ - |

Motor Fuel Tax (MFT)

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Amended Budget | Projected FY24 | FY25
Proposed Budget |
|--------------------------|-----|--------------------------------|---------------------|---------------------|---------------------|---------------------|------------------------|---------------------|-------------------------|
| 240 | | REVENUES | | | | | | | |
| 240-240-414000 | | Illinois Motor Fuel Tax | 1,220,705 | 1,357,057 | 1,328,885 | 1,375,000 | 1,500,000 | 1,283,902 | 1,200,000 |
| 240-240-435200 | | Traffic Lgt Maint Reimb | (444) | - | - | - | - | - | |
| 240-240-440100 | | Transfer From General Fund | - | 372 | - | - | - | - | |
| 240-240-442600 | | State Grants | 1,188,718 | 780,474 | - | 374,488 | - | - | |
| 240-240-490100 | | Interest Earnings | 18,297 | 4,501 | 111,643 | 3,000 | 50,000 | 242,431 | 200,000 |
| REVENUE TOTAL | | | \$ 2,427,276 | \$ 2,142,405 | \$ 1,440,529 | \$ 1,752,488 | \$ 1,550,000 | \$ 1,526,333 | \$ 1,400,000 |
| 240 | | EXPENDITURES | | | | | | | |
| 240-240-523000 | m | Traffic/Street Signs & Marking | - | 42 | - | - | - | - | |
| 240-240-534900 | cap | Sidewalk Renovation | 309,020 | 574,804 | - | - | - | - | |
| 240-240-535000 | m | Material And Hauling | 12,385 | 31,362 | 60,777 | 100,000 | - | 68,451 | |
| 240-240-536300 | m | Snow Removal - Salt & Chemical | 101,573 | 94,171 | 99,684 | 240,000 | - | 71,292 | |
| 240-240-550500 | c | Electricity For Street Lights | 135,000 | 135,001 | 161,624 | 135,000 | - | 139,116 | |
| 240-240-550600 | c | Electricity For Signal Lights | 11,000 | 14,225 | 18,232 | 11,000 | - | 24,483 | |
| 240-240-561200 | c | Engineering Fees | 130,565 | 8,742 | - | - | - | - | |
| 240-240-564100 | c | Drainage Improvements | - | 5,000 | - | - | - | - | |
| 240-240-569000 | c | Other Contractual Service | - | 13,182 | 15,398 | 13,200 | 15,500 | - | 18,000 |
| 240-240-569001 | c | Street Maintenance | 600,175 | 693,886 | - | 50,000 | - | - | |
| 240-240-580500 | cap | Street Construction | - | - | - | 385,382 | 3,832,795 | - | 5,632,795 |
| 240-240-580501 | c | Street Major Repair | 994,849 | 993,828 | 113,880 | 150,000 | 205,000 | - | |
| EXPENDITURE TOTAL | | | \$ 2,294,567 | \$ 2,564,242 | \$ 469,595 | \$ 1,084,582 | \$ 4,053,295 | \$ 303,342 | \$ 5,650,795 |
| Net Surplus/(Deficit) | | | \$ 132,709 | \$ (421,837) | \$ 970,934 | \$ 667,906 | \$ (2,503,295) | \$ 1,222,991 | \$ (4,250,795) |

CDBG Program

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | FY24 Actual
thru 2/29 | Projected
FY24 | FY25
Proposed Budget |
|----------------------|------|--------------------------------|-------------------|-------------------|---------------------|---------------------|-------------------------|--------------------------|-------------------|-------------------------|
| 261 | | REVENUES | | | | | | | | |
| 261-263-490101 | | Loan Interest | 146 | - | - | - | - | - | - | - |
| 261-317-446100 | | Grant Income | 49,770 | 14,454 | - | - | - | - | - | - |
| 261-318-446100 | | Grant Income | 3,087 | 53,373 | - | - | - | - | - | - |
| 261-319-446100 | | Grant Income | 169,302 | 428,883 | 55,281 | 20,750 | - | - | - | - |
| 261-320-446100 | | Grant Income | 84,407 | 308,734 | 60,294 | 233,015 | 181,516 | 51,035.53 | 61,243 | - |
| 261-320-490101 | | Loan Interest | 34 | 15 | 2,261 | - | - | - | - | - |
| 261-321-446100 | | Grant Income | - | 45,951 | 375,204 | 390,963 | 180,525 | 238,944.45 | 286,733 | - |
| 261-322-446100 | | Grant Income | - | - | 17,356 | 456,914 | - | 41,625 | 49,950 | - |
| 261-322-446200 | | Countable Program Income | - | - | - | 10,000 | - | - | - | - |
| 261-322-492100 | | Sec 108 Loan Proceeds | - | - | 601,650 | - | - | - | - | - |
| 261-323-446100 | | Grant Income | - | - | - | - | 464,422 | - | - | 475,000 |
| 261-323-446200 | | Countable Program Income | - | - | - | - | 60,137 | - | - | 60,000 |
| REVENUE TOTAL | | | \$ 306,745 | \$ 851,410 | \$ 1,112,046 | \$ 1,111,642 | \$ 886,600 | \$ 331,605 | \$ 397,926 | \$ 535,000 |
| 261 | | EXPENDITURES | | | | | | | | |
| | c | bank charges | - | - | - | - | - | 15 | - | - |
| 261-317-511000 | c | Rehab Activity & Delivery | - | 22,661 | 47 | - | - | 142 | 171 | - |
| 261-319-511000 | c | Rehab Activity & Delivery | 44 | 30,750 | 5,000 | - | - | - | - | - |
| 261-320-511000 | c | Rehab Activity & Delivery | - | 15,000 | 8,200 | - | - | - | - | - |
| 261-318-511100 | c | Demolition Activity & Delivery | - | 77 | - | - | - | 39 | 47 | 110,000 |
| 261-322-511100 | c | Demo Activity & Delivery | - | - | 16,444 | 150,000 | - | - | - | - |
| 261-323-511100 | c | Demo Activity & Delivery | - | - | - | - | 150,000 | - | - | - |
| 261-317-511200 | c | Public Serv Activity/Delivery | 31,349 | - | - | - | - | 23,721 | 28,465 | 72,500 |
| 261-318-511200 | c | Public Serv Activity/Delivery | 3,087 | - | - | - | - | - | - | - |
| 261-319-511200 | c | Public Serv Activity/Delivery | 39,768 | 53,318 | - | - | - | - | - | - |
| 261-320-511200 | c | Public Serv Activity/Delivery | - | 36,784 | 44,315 | 153,813 | - | - | - | - |
| 261-321-511200 | c | Public Serv Activity/Delivery | - | 84 | - | - | - | - | - | - |
| 261-322-511200 | c | Public Serv Activity/Delivery | - | - | 31,314 | - | - | - | - | - |
| 261-318-511300 | cap | Public Facilities & Infra | - | 176,214 | - | - | - | 25,798 | 30,957 | - |
| 261-319-511300 | cap | Public Facilities & Infra | - | 218,933 | 20,750 | 20,750 | - | - | - | - |
| 261-320-511300 | cap | Public Facilities & Infra | - | 261,595 | 28,979 | 28,979 | - | - | - | - |
| 261-321-511300 | cap | Public Facilities & Infra | - | - | 375,204 | 390,963 | - | - | - | - |
| 261-322-511300 | cap | Public Facilities & Infra | - | - | - | 226,865 | - | - | - | - |
| 261-323-511300 | cap | Public Facilities & Infra | - | - | - | - | 434,000 | - | - | - |
| 261-319-511500 | Econ | Econ Development Assist | 92,100 | 7,300 | - | - | - | - | - | 185,400 |
| 261-261-511600 | p | Salary: All Personnel | 2,518 | (2,518) | - | - | - | - | - | 74,160 |
| 261-320-511600 | p | Salary: All Personnel | 62,300 | 56,049 | - | 39,500 | - | - | - | - |
| 261-321-511600 | p | Salary: All Personnel | - | 9,492 | 6,793 | - | - | - | - | - |
| 261-322-511600 | p | Salary: All Personnel | - | - | 39,561 | 39,500 | - | 51,169 | 61,402 | - |
| 261-323-511600 | p | Salary: All Personnel | - | - | - | - | 66,076 | - | - | - |
| 261-320-515500 | p | Vacation Pay | 1,212 | 4,418 | - | - | - | - | - | - |
| 261-321-515500 | p | Vacation Pay | - | 1,105 | 1,657 | - | - | - | - | - |

CDBG Program

| Account Number | | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Approved Budget | FY24 Actual thru 2/29 | Projected FY24 | FY25 Proposed Budget |
|----------------|---|---------------------------------|-------------|-------------|-------------|-------------|----------------------|-----------------------|----------------|----------------------|
| 261-322-515500 | p | Vacation Pay | - | - | 6,047 | - | - | - | - | - |
| 261-323-515500 | p | Vacation Pay | - | - | - | - | 2,542 | - | - | - |
| 261-320-515600 | p | Holiday Pay | 2,480 | 2,761 | - | - | - | - | - | - |
| 261-322-515600 | p | Holiday Pay | - | - | 2,560 | - | - | - | - | - |
| 261-323-515600 | p | Holiday Pay | - | - | - | - | 2,542 | 2,605 | 3,126 | - |
| 261-320-515800 | p | Sick Pay | 1,589 | 1,898 | - | - | - | - | - | - |
| 261-321-515800 | p | Sick Pay | - | 449 | - | - | - | - | - | - |
| 261-322-515800 | p | Sick Pay | - | - | 2,080 | - | - | 2,880 | 3,456 | - |
| 261-323-515800 | p | Sick Pay | - | - | - | - | 762 | - | - | - |
| 261-261-517000 | p | Oasdi/city Share 6.2% | 153 | (153) | - | - | - | - | - | 4,598 |
| 261-320-517000 | p | OASDI - City Share 6.2% | 4,116 | 3,895 | - | 2,449 | - | - | - | - |
| 261-321-517000 | p | OASDI - City Share 6.2% | - | 660 | 510 | - | - | - | - | - |
| 261-322-517000 | p | OASDI - City Share 6.2% | - | - | 3,041 | 2,449 | - | 1,741 | 2,089 | - |
| 261-261-517001 | p | Medicare/city Share 1.45% | 36 | (36) | - | - | - | - | - | 1,075 |
| 261-320-517001 | p | Medicare - City Share 1.45% | 963 | 911 | - | 573 | - | 816 | 979 | - |
| 261-321-517001 | p | Medicare - City Share 1.45% | - | 154 | 119 | - | - | - | - | - |
| 261-322-517001 | p | Medicare - City Share 1.45% | - | - | 711 | 573 | - | - | - | - |
| 261-323-517001 | p | Medicare - City Share 1.45% | - | - | - | - | - | - | - | - |
| 261-261-517401 | p | IMRF | (1,484) | (295) | - | - | - | - | - | 4,835 |
| 261-320-517401 | p | IMRF | 7,760 | 7,199 | - | 3,701 | - | - | - | - |
| 261-321-517401 | p | IMRF | - | 1,035 | 792 | - | - | - | - | - |
| 261-322-517401 | p | IMRF | - | - | 4,465 | 3,701 | - | 4,130 | 4,956 | - |
| 261-261-518000 | p | Group Insurance | 2,138 | (360) | - | - | - | - | - | 5,013 |
| 261-320-518000 | p | Group Insurance | 8,960 | 13,470 | - | 4,000 | - | - | - | - |
| 261-321-518000 | p | Group Insurance | - | 2,499 | 1,272 | - | - | - | - | - |
| 261-322-518000 | p | Group Insurance | - | - | 6,439 | 4,000 | - | 9,050 | 10,861 | - |
| 261-323-518000 | p | Group Insurance | - | - | - | - | 10,791 | - | - | - |
| 261-320-518700 | c | Mileage | 140 | - | - | - | - | - | - | - |
| 261-261-519000 | c | Training And Education | - | - | - | - | - | - | - | - |
| 261-320-519000 | c | Staff Training & Education | 2,915 | 2,915 | - | - | - | - | - | - |
| 261-322-519000 | c | Staff Training & Education | - | - | 375 | 750 | - | 550 | 660 | 1,500 |
| 261-261-520200 | m | Office Supplies | - | - | - | - | - | 83 | 99 | 200 |
| 261-320-520400 | m | Postage | 55 | 13 | 6 | - | - | - | - | - |
| 261-321-520400 | m | Postage | - | - | 1 | - | - | - | - | - |
| 261-322-520400 | m | Postage | - | - | 67 | 100 | 100 | 13 | 16 | 100 |
| 261-320-551000 | c | Printing & Publication | 450 | - | - | - | - | - | - | - |
| 261-321-551000 | c | Printing & Publication | - | 147 | - | - | - | - | - | - |
| 261-322-551000 | c | Printing & Publication | - | - | 115 | - | - | - | - | - |
| 261-323-551000 | c | Printing & Publication | - | - | - | - | 500 | 97 | 116 | 500 |
| 261-320-551600 | c | Professional Dues/Subscriptions | 550 | - | - | - | - | - | - | - |
| 261-321-551600 | c | Professional Dues/Subscriptions | - | 700 | - | - | - | - | - | - |
| 261-322-551600 | c | Professional Dues/Subscriptions | - | - | 550 | - | - | - | - | 500 |
| 261-319-560100 | c | Auditing Fees | 4,370 | - | - | - | - | - | - | 3,000 |

CDBG Program

| Account Number | | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Approved Budget | FY24 Actual thru 2/29 | Projected FY24 | FY25 Proposed Budget |
|------------------------------|-------|--------------------------|-------------------|--------------------|---------------------|---------------------|----------------------|-----------------------|---------------------|----------------------|
| 261-320-560100 | c | Auditing Fees | 528 | - | - | - | - | - | - | - |
| 261-320-561000 | c | Legal Fees | 2,360 | 2,812 | - | - | - | - | - | - |
| 261-321-587100 | m | Office Equip & Furniture | - | 215 | - | - | - | - | - | - |
| 261-322-587500 | cap | Vehicles | - | - | 596,022 | - | - | - | - | - |
| 261-323-590400 | debt | Interest | - | - | - | - | 18,800 | 21,966 | 26,360 | 30,000 |
| 261-322-591400 | debt | Loan Payments | - | - | 4,659 | 36,576 | - | - | - | - |
| 261-323-591400 | debt | Loan Payments | - | - | - | - | 34,000 | 279,635 | 335,562 | 31,000 |
| 261-322-599000 | other | Miscellaneous Expenses | - | - | 142 | - | - | - | - | 300 |
| 261-319-599801 | c | Computer Software | 1,500 | - | - | - | - | - | - | - |
| 261-320-599801 | c | Computer Software | 5,400 | - | - | - | - | - | - | - |
| 261-321-599801 | c | Computer Software | - | 2,400 | - | - | - | - | - | - |
| 261-322-599801 | c | Computer Software | - | - | 2,400 | 2,400 | - | 4,800 | 5,760 | 5,000 |
| EXPENDITURE TOTAL | | | \$ 277,356 | \$ 934,554 | \$ 1,210,636 | \$ 1,111,642 | \$ 720,112 | \$ 429,250 | \$ 515,082 | \$ 529,681 |
| Net Surplus/(Deficit) | | | \$ 29,389 | \$ (83,144) | \$ (98,591) | \$ - | \$ (151,781) | \$ (97,645) | \$ (117,156) | \$ 5,319 |

Building Inspections

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|----------------|--|--------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------------|-------------------|-------------------------|
| 100-793 | | REVENUES | | | | | | | |
| 100-793-420500 | | Hvac License | 6,600 | 7,940 | 7,920 | 5,000 | 8,000 | 10,560 | 9,000 |
| 100-793-420800 | | Electrical Contractors License | 7,700 | 9,100 | 11,950 | 6,600 | 10,000 | 12,660 | 11,000 |
| 100-793-423000 | | Home Occupation License | 1,040 | 1,350 | 1,110 | - | 1,300 | 1,326 | 1,500 |
| 100-793-425500 | | Hvac Permit | 13,727 | 12,293 | 20,719 | 10,000 | 14,000 | 16,600 | 15,000 |
| 100-793-425700 | | Special Use Permit | 3,000 | 4,655 | 5,065 | 5,000 | 5,000 | 5,334 | 5,500 |
| 100-793-425800 | | Application Fee | 1,385 | 1,050 | 140 | 1,000 | 1,000 | 534 | 1,000 |
| 100-793-426000 | | Electrical Permits | 14,409 | 15,692 | 15,891 | 17,500 | 17,500 | 24,896 | 22,000 |
| 100-793-426100 | | Enterprise Zone Fee | 4,245 | 34,156 | 35,724 | - | 5,000 | 120 | 5,000 |
| 100-793-426400 | | Building And Rezoning Permit | 58,114 | 103,073 | 130,508 | 160,000 | 150,000 | 170,953 | 170,000 |
| 100-793-427000 | | Plan Review Services | 385 | 1,018 | 110 | - | 1,000 | 1,320 | 1,200 |
| 100-793-451200 | | Plumbing Permits | 21,050 | 51,070 | 22,203 | 40,000 | 30,000 | 23,016 | 25,000 |
| 100-793-451400 | | Electrical Inspection Fee | 971 | 4,125 | 3,556 | 4,000 | 4,000 | 3,516 | 4,000 |
| 100-793-451700 | | Property Cleanup Fees | 2,887 | 3,842 | (405) | 1,500 | - | - | - |
| 100-793-463600 | | Code Violation Fines | 20 | - | 220 | - | - | - | - |
| 100-793-490500 | | Lien File & Release Fees | 116 | 401 | 260 | - | - | 52 | - |
| 100-793-498900 | | Non Sufficient Funds Fee | 75 | 75 | 25 | - | - | 30 | - |
| 100-793-499800 | | Miscellaneous Receipts | 64 | 3 | 11 | - | - | - | - |
| | | REVENUE TOTAL | \$ 135,789 | \$ 249,842 | \$ 255,006 | \$ 250,600 | \$ 246,800 | \$ 270,918 | \$ 270,200 |

| | | | | | | | | | |
|----------------|---|------------------------------|--------|-------|--------|---------|---------|---------|---------|
| 100-793 | | EXPENDITURES | | | | | | | |
| 100-793-511600 | p | Salary: All Personnel | 19,921 | 2,769 | 88,460 | 155,570 | 248,870 | 157,835 | 277,169 |
| 100-793-515000 | p | Overtime | - | - | - | - | - | 962 | 1,000 |
| 100-793-515500 | p | Vacation Pay | 10,425 | - | - | - | 34,327 | 3,369 | 11,845 |
| 100-793-515600 | p | Holiday Pay | - | - | 3,461 | - | 11,442 | 7,393 | 11,845 |
| 100-793-515800 | p | Sick Pay | - | - | 1,154 | - | 2,861 | 1,644 | 7,107 |
| 100-793-517000 | p | Oasdi/city Share 6.2% | 1,872 | 165 | 5,542 | 9,645 | 18,445 | 10,270 | 19,094 |
| 100-793-517001 | p | Medicare/city Share 1.45% | 438 | 39 | 1,296 | 2,256 | 4,314 | 2,402 | 4,465 |
| 100-793-517401 | p | IMRF | 2,200 | 259 | 8,038 | 18,202 | 21,420 | 11,886 | 20,079 |
| 100-793-518000 | p | Group Insurance | 6,705 | 6,621 | 26,725 | 60,823 | 98,600 | 38,193 | 42,804 |
| 100-793-518100 | c | Liability Insurance Premiums | - | - | - | 7,500 | 3,500 | - | 3,500 |
| 100-793-518200 | c | Unemployment Insurance | 17,424 | - | - | - | - | - | - |
| 100-793-518300 | c | Workers Comp Insurance | - | - | - | 412 | 4,000 | - | 4,000 |
| 100-793-519000 | c | Training And Education | - | 135 | 153 | 2,000 | 2,000 | 1,057 | 5,000 |
| 100-793-520200 | m | Office Supplies | 81 | - | 454 | 500 | 1,500 | 593 | 1,500 |
| 100-793-520400 | m | Postage | 870 | 1,292 | 900 | 1,250 | 1,500 | 660 | 1,500 |

Building Inspections

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|------------------------------|-----|------------------------------|---------------------|---------------------|-------------------|---------------------|-------------------------|--------------------|-------------------------|
| 100-793-522400 | m | General Supplies | - | - | 84 | - | 1,500 | - | 500 |
| 100-793-524000 | c | Lease/rental Of Equipment | - | - | - | - | - | - | 47,760 |
| 100-793-534000 | c | Automotive Expense | 3,770 | - | 56 | - | 5,000 | 248 | 5,000 |
| 100-793-536100 | c | Property Cleanup Fees | 9,398 | - | 1,130 | - | - | 6,537 | - |
| 100-793-551000 | c | Printing And Publications | 1,783 | 955 | 620 | 1,100 | 2,000 | 1,798 | 2,000 |
| 100-793-551600 | c | Dues And Subscriptions | - | 110 | - | 500 | 1,000 | - | 5,000 |
| 100-793-554300 | m | Uniforms And Tools | - | - | - | - | 2,000 | - | 10,000 |
| 100-793-556100 | c | Gasoline/diesel Fuel | 1,467 | - | - | - | 5,500 | - | 6,000 |
| 100-793-560500 | c | Consulting Services | 224,560 | 382,791 | - | - | - | - | - |
| 100-793-562500 | c | Demolition | (4,990) | - | - | - | - | - | - |
| 100-793-569000 | c | Other Contractual Service | 31,748 | 1,068 | 118,527 | 116,645 | 53,040 | 56,852 | 60,000 |
| 100-793-587100 | m | Office Equipment & Furniture | - | - | - | - | 2,000 | 192 | 500 |
| 100-793-587500 | cap | Vehicles | - | - | - | - | 84,000 | - | - |
| 100-793-593300 | c | Lien Filing Fee | 901 | 1,138 | - | - | 1,200 | - | - |
| 100-793-599801 | c | Computer Software | - | - | - | 7,500 | 7,500 | 12,000 | 12,000 |
| 100-032-599802 | m | Computer Hardware | - | - | - | 800 | 2,000 | - | 2,000 |
| EXPENDITURE TOTAL | | | \$ 328,573 | \$ 397,342 | \$ 256,600 | \$ 384,703 | \$ 619,519 | \$ 313,893 | \$ 561,669 |
| Net Surplus/(Deficit) | | | \$ (192,784) | \$ (147,500) | \$ (1,594) | \$ (134,103) | \$ (372,719) | \$ (42,975) | \$ (291,469) |

Central Business District TIF District

| Account Number | | Description | FY21 Actual | FY22 Actual | FY23 Actual | FY23 Budget | FY24 Approved Budget | FY24 Actual thru 2/29 | Projected FY24 | FY25 Proposed Budget |
|----------------|------|-------------------------------|---------------------|-------------------|---------------------|-----------------------|----------------------|-----------------------|---------------------|----------------------|
| 270 | | REVENUES | | | | | | | | |
| 270-270-410100 | | Real Estate Tax | 518,313 | 479,783 | 489,871 | 490,313 | 490,000 | 501,465 | 501,465 | 491,426 |
| 270-270-490100 | | Interest Earnings | 23,202 | 9,119 | 3,956 | 7,500 | 3,500 | 451 | 542 | 500 |
| 270-270-499800 | | Miscellaneous Receipts | 1,489 | - | - | - | - | - | - | - |
| | | REVENUE TOTAL | 543,004 | 488,902 | 493,827 | 497,813 | 493,500 | 501,916 | 502,006 | 491,926 |
| 270 | | EXPENDITURES | | | | | | | | |
| 270-270-511600 | p | Salary: All Personnel | 5,690 | 19,570 | 21,392 | 17,232 | 19,750 | 5,342 | 6,411 | 21,291 |
| 270-270-515500 | p | Vacation Pay | 1,367 | 497 | 3,056 | - | 510 | 1,039 | 1,246 | 1,395 |
| 270-270-515600 | p | Holiday Pay | 63 | 113 | 162 | - | 120 | 320 | 383 | 930 |
| 270-270-515800 | p | Sick Pay | 27 | 36 | 7 | - | 50 | 3 | 4 | 558 |
| 270-270-517000 | p | Oasdi/city Share 6.2% | 437 | 1,129 | 837 | 1,068 | 1,267 | 399 | 479 | 1,499 |
| 270-270-517001 | p | Medicare/city Share 1.45% | 102 | 284 | 351 | 250 | 296 | 90 | 108 | 351 |
| 270-270-517401 | p | IMRF | 598 | 2,154 | 2,254 | 2,018 | - | 400 | 480 | 1,576 |
| 270-270-520274 | c | Transfer to TIF 4 (Court) | 677,062 | - | - | - | - | - | - | - |
| 270-270-551000 | c | Printing And Publications | 9,096 | - | - | - | - | - | - | - |
| 270-270-560100 | c | Auditing Fees | 2,904 | 1,406 | - | 1,500 | - | 1,750 | 2,100 | 3,500 |
| 270-270-560500 | c | Consulting Services | 221,372 | 33,442 | 15,555 | 10,000 | 17,000 | 49,550 | 59,460 | 10,843 |
| 270-270-560600 | c | Corporate Counsel Fees | 1,007 | - | - | - | - | - | - | - |
| 270-270-561000 | c | Legal Fees | 6,046 | 150 | - | - | - | 24,000 | 28,800 | - |
| 270-270-561200 | c | Engineering Fees | - | - | 42,852 | - | 100,000 | - | - | - |
| 270-270-565300 | c | School Distr Tax Reimbursemen | 124,365 | 115,143 | 117,561 | 147,094 | 150,000 | - | 120,242 | 117,942 |
| 270-270-569000 | c | Other Contractual Service | - | - | - | - | - | 1,440 | 1,728 | 1,500 |
| 270-270-580200 | cap | Purchase Of Property | 4,240 | - | - | - | - | - | - | - |
| 270-270-584009 | cap | General Public Improvements | 111,185 | 90,487 | 1,036,104 | 1,993,379 | 1,130,000 | 509,025 | 610,830 | 500,000 |
| 270-270-591200 | econ | Developer Agreement Payment | 305,968 | 89,000 | 75,000 | 141,618 | 10,000 | 30,000 | 36,000 | 365,000 |
| | | EXPENDITURE TOTAL | \$ 1,472,143 | \$ 356,965 | \$ 1,317,431 | \$ 2,317,115 | \$ 1,432,670 | \$ 624,145 | \$ 869,216 | \$ 1,029,121 |
| | | Net Surplus/(Deficit) | \$ (929,139) | \$ 131,937 | \$ (823,604) | \$ (1,819,302) | \$ (939,170) | \$ (122,229) | \$ (367,210) | \$ (537,195) |

Southern Industrial Park TIF District

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | FY24 Actual thru
2/29 | Projected FY24 | FY25
Proposed Budget |
|------------------------------|------|-----------------------------|-------------------|-------------------|-------------------|---------------------|-------------------------|--------------------------|---------------------|-------------------------|
| 273 | | REVENUES | | | | | | | | |
| 273-273-410100 | | Real Estate Tax | 90,412 | 185,208 | 185,057 | 189,628 | 185,000 | 185,057.07 | 185,000 | \$ 363,037 |
| 273-273-490100 | | Interest Earnings | 2,068 | 2,029 | 1,340 | 1,700 | 2,000 | 1,339.83 | 1,608 | \$ 1,020 |
| 273-273-494100 | | Property Damage Reimb | - | - | 261,000 | - | - | | | |
| REVENUE TOTAL | | | \$ 769,542 | \$ 187,237 | \$ 447,397 | \$ 191,328 | \$ 187,000 | \$ 186,397 | \$ 186,608 | \$ 364,057 |
| 273 | | EXPENDITURES | | | | | | | | |
| 273-273-511600 | p | Salary: All Personnel | 2,650 | 10,591 | 11,653 | 12,379 | 10,846 | 11,653 | 13,983 | \$ 21,291 |
| 273-273-515500 | p | Vacation Pay | 144 | 294 | 1,578 | - | 325 | 1,578 | 1,894 | \$ 1,395 |
| 273-273-515600 | p | Holiday Pay | 63 | 86 | 119 | - | 110 | 119 | 142 | \$ 930 |
| 273-273-515800 | p | Sick Pay | 31 | 33 | 7 | - | 30 | 7 | 8 | \$ 558 |
| 273-273-517000 | p | Oasdi/city share 6.2% | 175 | 619 | 482 | 768 | 672 | 482 | 578 | \$ 1,499 |
| 273-273-517001 | p | Medicare/city share 1.45% | 41 | 155 | 190 | 180 | 157 | 190 | 228 | \$ 351 |
| 273-273-517401 | p | IMRF | 337 | 1,175 | 1,218 | 1,450 | 1,200 | 1,218 | 1,462 | \$ 1,576 |
| 273-273-518000 | p | Group Insurance | 511 | 1,941 | 1,327 | 2,102 | 1,500 | 3,640 | 4,367 | \$ 2,738 |
| 273-273-551000 | c | Printing And Publications | 42 | - | - | - | - | - | - | |
| 273-273-560100 | c | Auditing Fees | 2,904 | 1,406 | - | 1,400 | 1,500 | - | - | \$ 3,500 |
| 273-273-560500 | c | Consulting Services | 9,261 | 11,698 | 4,445 | 4,749 | 4,500 | 4,445 | 5,335 | \$ 8,088 |
| 273-273-560600 | c | Corporate Counsel Fees | 3,198 | 4,341 | - | - | - | - | - | \$ - |
| 273-273-561200 | c | Engineering | - | - | - | - | 300,000 | - | - | \$ 50,000 |
| 273-273-565400 | c | Surplus Declaration | 22,600 | 46,300 | - | 47,407 | 46,500 | - | - | \$ 90,759 |
| 273-273-569000 | c | Other Contractual Service | - | - | - | - | - | - | - | \$ 1,500 |
| 273-273-584009 | cap | General Public Improvements | - | 34,051 | 373,696 | 471,840 | 117,184 | 373,696 | 448,435 | \$ 356,041 |
| 273-273-590300 | c | Real Estate Tax Expense | 1,851 | 2,332 | 2,869 | - | - | 2,869 | 3,443 | \$ - |
| 273-273-591200 | econ | Developer Agreement Payment | 455,161 | 53,036 | 10,099 | 50,000 | - | 10,099 | 12,119 | \$ 260,100 |
| EXPENDITURE TOTAL | | | \$ 503,468 | \$ 168,059 | \$ 407,682 | \$ 592,274 | \$ 484,525 | \$ 409,995 | \$ 491,994 | \$ 800,324 |
| Net Surplus/(Deficit) | | | \$ 266,074 | \$ 19,178 | \$ 39,715 | \$ (400,946) | \$ (297,525) | \$ (223,598) | \$ (305,386) | \$ (436,267) |

Court Street TIF District

| Account Number | | Description | FY22
Actual | FY23
Actual | FY23
Budget | FY24 Approved
Amended
Budget | FY24 Actual
thru 2/29 | Projected FY24 | FY25
Proposed
Budget |
|--------------------------|------|--------------------------------|---------------------|--------------------|-------------------|------------------------------------|--------------------------|-------------------|----------------------------|
| 275 | | REVENUES | | | | | | | |
| 275-275-410100 | | Real Estate Taxes | 206,376 | 164,800 | 168,723 | 649,973 | 422,921 | 650,000 | 1,257,796 |
| 275-275-490100 | | Interest Earnings | 30 | | - | - | 4 | 4 | |
| REVENUE TOTAL | | | \$ 206,406 | \$ 164,800 | \$ 168,723 | \$ 649,973 | \$ 422,924 | \$ 650,004 | \$ 1,257,796 |
| 275 | | EXPENDITURES | | | | | | | |
| 275-275-511600 | p | Salary: All Personnel | - | - | 20,362 | - | 2,884 | 3,460 | 14,544 |
| 275-275-515500 | p | Vacation Pay | | | | | 883 | | 839 |
| 275-275-515600 | p | Holiday Pay | | | | | 353 | | 559 |
| 275-275-515800 | p | Sick Pay | | | | | - | | 336 |
| 275-275-517000 | p | Oasdi/city share 6.2% | - | - | 1,262 | - | 267 | 321 | 902 |
| 275-275-517001 | p | Medicare/city share 1.45% | - | - | 295 | - | 58 | 70 | 211 |
| 275-275-517401 | p | IMRF | - | - | 2,384 | - | 283 | - | 948 |
| 275-275-518000 | p | Group Insurance | - | - | 3,410 | - | 729 | 339 | 1,529 |
| | c | Auditing Fees | | | | | | | 3,500 |
| 275-275-560500 | c | Consulting Services | 15,284 | 10,667 | 15,000 | - | 9,027 | 875 | 15,678 |
| | c | Engineering | | | | | | | 309,000 |
| 275-275-565300 | c | School Distr Tax Reimbursement | - | 23,881 | 25,308 | 97,496 | - | 10,832 | 188,670 |
| 275-275-569000 | c | Other Contractual Service | | | | | 632 | | 1,500 |
| 275-275-580601 | cap | Sewer Repair & Improvements | 49,500 | - | - | - | - | - | |
| 275-275-584009 | cap | General Public Improvements | - | 100,700 | 100,700 | - | - | 758 | 500,000 |
| 275-275-590400 | debt | interest paid | | | | | 21 | | |
| 275-275-591200 | econ | Developer Agreement Payments | 287,687 | 70,576 | - | 832,599 | 230,954 | - | 140,000 |
| EXPENDITURE TOTAL | | | \$ 352,472 | \$ 205,824 | \$ 168,723 | \$ 930,095 | \$ 246,091 | \$ 16,657 | \$ 1,178,216 |
| Net Surplus/(Deficit) | | | \$ (146,066) | \$ (41,024) | \$ (0) | \$ (280,122) | \$ 176,834 | \$ 633,348 | \$ 79,580 |

East Residential TIF District

| Account Number | | Description | FY25
Proposed
Budget |
|----------------|--|-------------|----------------------------|
|----------------|--|-------------|----------------------------|

| | | | |
|-------------------------|--|--------------------------------|----------------|
| 271 | | REVENUES | |
| 271-271-410100 | | Real Estate Tax | 182,007 |
| | | Transfer from Court Street TIF | - |
| REVENUE TOTAL \$ | | | 182,007 |

| | | | |
|-----------------------------|-----|--------------------------------|---------------|
| 271 | | EXPENDITURES | |
| 271-271-511600 | p | Salary: All Personnel | 3,969 |
| 271-271-515500 | p | Vacation Pay | 260 |
| 271-271-515600 | p | Holiday Pay | 173 |
| 271-271-515800 | p | Sick Pay | 104 |
| 271-271-517000 | p | Oasdi/city Share 6.2% | 279 |
| 271-271-517001 | p | Medicare/city Share 1.45% | 65 |
| 271-271-517401 | p | IMRF | 294 |
| 271-271-518000 | p | Group Insurance | 279 |
| 271-271-560500 | c | Consulting Services | 13,840 |
| 271-271-565300 | c | School Distr Tax Reimbursement | 27,301 |
| 271-271-569000 | c | Other Contractual Service | 1,500 |
| 271-271-584009 | cap | General Public Improvements | 50,000 |
| EXPENDITURE TOTAL \$ | | | 98,064 |

Net Surplus/(Deficit) **\$ 83,943**

South Residential TIF District

| Account Number | Description | FY25
Proposed
Budget |
|-----------------------------|--------------------------------|----------------------------|
| 272 | REVENUES | |
| 272-272-410100 | Real Estate Tax | 256,981 |
| | Transfer from Court Street TIF | - |
| REVENUE TOTAL \$ | | 256,981 |
| 272 | EXPENDITURES | |
| 272-272-511600 | Salary: All Personnel | 3,969 |
| 272-272-515000 | Overtime | |
| 272-272-515500 | Vacation Pay | 260 |
| 272-272-515600 | Holiday Pay | 173 |
| 272-272-515800 | Sick Pay | 104 |
| 272-272-517000 | Oasdi/city Share 6.2% | 279 |
| 272-272-517001 | Medicare/city Share 1.45% | 65 |
| 272-272-517401 | IMRF | 294 |
| 272-272-518000 | Group Insurance | 279 |
| 272-272-560500 | Consulting Services | 13,840 |
| 272-272-565300 | School Distr Tax Reimbursement | 38,547 |
| 272-272-569000 | Other Contractual Service | 1,500 |
| 272-272-584009 | General Public Improvements | 50,000 |
| EXPENDITURE TOTAL \$ | | 109,310 |
| Net Surplus/(Deficit) | | \$ 147,671 |

Business Development District

| Account Number | | Description | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | FY24 Actual thru
2/29 | Projected FY24 | FY25
Proposed Budget |
|--------------------------|-------|------------------------------|---------------------|-----------------------|----------------------|-------------------------|--------------------------|---------------------|-------------------------|
| 277 | | REVENUES | | | | | | | |
| 277-277-411006 | | BDD Sales Taxes | 1,857,383 | 3,294,380 | 3,265,522 | 3,300,000 | 2,784,181 | 3,350,000 | 3,366,000 |
| 277-277-411007 | | BDD Hotel/Motel Taxes | 15,987 | 48,263 | 66,000 | 50,000 | 44,017 | 52,820 | 51,000 |
| 277-277-490100 | | Interest Earnings | - | - | 16,508 | 10,000 | 1,626 | 1,951 | 1,000 |
| 277-277-492100 | | Loan Proceeds | - | - | 10,340,430 | 5,500,000 | 2,500,000 | 5,500,000 | - |
| REVENUE TOTAL | | | \$ 1,873,370 | \$ 1,873,370 | \$ 13,688,460 | \$ 8,860,000 | \$ 5,329,824 | \$ 8,904,771 | \$ 3,418,000 |
| 277 | | EXPENDITURES | | | | | | | |
| 277-277-511600 | P | Salary: All Personnel | - | - | 72,077 | - | 8,008 | 9,610 | 21,288 |
| 277-277-515500 | P | Vacation Pay | - | - | - | - | 2,451 | - | 1,394 |
| 277-277-515600 | P | Holiday Pay | - | - | - | - | 981 | - | 930 |
| 277-277-515800 | P | Sick Pay | - | - | - | - | - | - | 558 |
| 277-277-517000 | P | Oasdi/city share 6.2% | - | - | 4,469 | - | 742 | 891 | 1,499 |
| 277-277-517001 | P | Medicare/city share 1.45% | - | - | 1,045 | - | 162 | 195 | 350 |
| 277-277-517401 | P | IMRF | - | - | 6,754 | - | 786 | 943 | 1,576 |
| 277-277-518000 | P | Group Insurance | - | - | 11,742 | - | 2,026 | 2,431 | 2,846 |
| | c | Auditing Fees | - | - | - | - | - | - | 3,500 |
| 277-277-520100 | T | Transfer to General Fund | 299,005 | - | - | - | - | - | - |
| 277-277-560500 | c | Consulting Services | 56,700 | 21,874 | 30,000 | 15,000 | 3,727 | 4,472 | 9,837 |
| 277-277-569000 | c | Other Contractual Services | - | - | - | - | 757 | 908 | 1,500 |
| 277-277-580200 | cap | Land Purchase | - | 275,538 | - | - | - | - | - |
| 277-277-584000 | cap | Construction | - | - | 10,340,430 | - | - | - | - |
| 277-277-584009 | cap | General Public Improvements | 378,517 | 965,066 | 2,065,075 | 10,846,857 | 2,855,043 | 5,926,051 | 6,923,110 |
| 277-277-590400 | debt | Interest Paid | - | - | 403,624 | - | 598 | 718 | 290,767 |
| 277-277-591200 | econ | Developer Agreement Payments | - | 10,000 | 600,000 | - | - | - | 2,550,000 |
| 277-277-591400 | debt | Loan Payments | - | - | 657,531 | - | - | - | 160,972 |
| 277-277-599000 | other | Miscellaneous | - | - | - | - | - | - | 5,000 |
| EXPENDITURE TOTAL | | | \$ 734,221 | \$ 1,272,478 | \$ 14,192,747 | \$ 10,861,857 | \$ 2,875,280 | \$ 5,946,218 | \$ 9,975,127 |
| Net Surplus/(Deficit) | | | \$ 1,139,148 | \$ (1,272,478) | \$ (504,288) | \$ (2,001,857) | \$ 2,454,544 | \$ 2,958,553 | \$ (6,557,127) |

Tourism

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | FY24 Actual thru
2/29 | Projected FY24 | FY25
Proposed Budget |
|------------------------------|-------|---------------------------|--------------------|-------------------|-------------------|-------------------|-------------------------|--------------------------|-------------------|-------------------------|
| 208 | | REVENUES | | | | | | | | |
| 208-208-411005 | | Home Rule Motel Tax | 155,533 | 331,440 | 334,753 | 385,000 | 360,000 | 271,798 | 362,398 | 375,000 |
| 208-208-463500 | | Late Payment Penalty | - | 5,064 | 3,163 | 4,500 | 4,500 | 191 | 254 | 500 |
| 208-208-463600 | | Interest Charges | - | 858 | 1,123 | 500 | 1,600 | 38 | 51 | 250 |
| 208-208-490100 | | Interest Earnings | 306 | 631 | 604 | 400 | 800 | 226 | 302 | 350 |
| 208-208-499201 | | Tourism Contributions | - | 1,269 | - | - | - | 3,500 | 4,667 | 2,500 |
| 208-208-499800 | | Miscellaneous Receipts | - | 3,845 | - | 2,500 | 2,500 | - | - | - |
| REVENUE TOTAL | | | \$ 155,838 | \$ 343,106 | \$ 339,643 | \$ 392,900 | \$ 369,400 | \$ 275,754 | \$ 367,672 | \$ 378,600 |
| 208 | | EXPENDITURES | | | | | | | | |
| 208-208-511600 | p | Salary: All Personnel | 7,623 | 11,655 | 13,336 | 14,188 | 12,261 | 4,951 | 5,941 | 15,127 |
| 208-208-515000 | p | Overtime | - | 1 | - | - | - | - | - | - |
| 208-208-515500 | p | Vacation Pay | 416 | 666 | 1,242 | - | 1,300 | 648 | 778 | 991 |
| 208-208-515600 | p | Holiday Pay | 275 | 280 | 374 | - | 400 | 67 | 81 | 661 |
| 208-208-515800 | p | Sick Pay | 131 | 252 | 51 | - | 75 | 23 | 27 | 396 |
| 208-208-516700 | p | Wellness Program | - | - | - | - | - | - | - | - |
| 208-208-517000 | p | Oasdi/city Share 6.2% | 497 | 747 | 742 | 880 | 870 | 347 | 417 | 1,065 |
| 208-208-517001 | p | Medicare/city Share 1.45% | 120 | 181 | 213 | 206 | 204 | 81 | 98 | 249 |
| 208-208-517401 | p | IMRF | 982 | 1,392 | 1,328 | 1,661 | 1,020 | 414 | 496 | 1,120 |
| 208-208-518000 | p | Group Insurance | 1,578 | 3,043 | 2,387 | 2,466 | 2,400 | 627 | 753 | 2,184 |
| 208-208-520400 | m | Postage | 39 | 9 | - | - | - | - | - | - |
| 208-208-520477 | t | Transfer To BDD | - | - | 1 | 66,000 | - | - | - | - |
| 208-208-550300 | c | Telephone | 105 | - | - | - | - | - | - | - |
| 208-208-551600 | c | Dues And Subscriptions | 47,500 | 47,500 | 47,500 | 47,500 | 47,500 | 27,500 | 33,000 | 32,500 |
| 208-208-560500 | c | Consulting Services | - | 13,750 | 76,750 | 176,000 | 76,000 | 18,631 | 22,357 | 30,000 |
| 208-208-560600 | c | Corporate Counsel Fees | - | 75 | - | - | - | - | - | - |
| 208-208-573100 | econ | Grants | - | - | - | - | - | - | - | 25,000 |
| 208-208-580201 | c | Land Improvements | 2,286 | 2,500 | - | - | - | - | - | 30,000 |
| 208-208-590400 | debt | Interest Paid | 2,819 | - | - | - | - | - | - | - |
| 208-208-591400 | debt | Loan Payments | 93,693 | - | - | - | - | - | - | - |
| 208-208-597700 | econ | Sponsorships | 26,832 | 82,035 | 53,501 | 74,000 | 74,000 | 17,500 | 21,000 | 63,750 |
| 208-208-598100 | c | Public Relations | 390 | 65 | - | - | - | 395 | 474 | 30,000 |
| 208-208-598500 | c | Farmer's Market Expense | - | - | - | 10,000 | 10,000 | - | - | - |
| 208-208-598505 | c | Special Events | - | - | - | - | - | - | - | 66,000 |
| 208-208-599000 | other | Miscellaneous | 270 | - | - | - | - | 8,694 | 10,433 | - |
| EXPENDITURE TOTAL | | | \$ 185,554 | \$ 164,153 | \$ 197,426 | \$ 392,900 | \$ 226,030 | \$ 79,879 | \$ 95,855 | \$ 299,042 |
| Net Surplus/(Deficit) | | | \$ (29,716) | \$ 178,954 | \$ 142,216 | \$ - | \$ 143,370 | \$ 195,875 | \$ 271,817 | \$ 79,558 |

Economic Development

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected
FY24 | FY25
Proposed Budget |
|------------------------------|------|------------------------------|---------------------|--------------------|--------------------|------------------|-------------------------|--------------------|-------------------------|
| 570 | | REVENUES | | | | | | | |
| 570-570-490100 | | Interest Earnings | - | 1,687 | 886 | - | 1,100 | 108 | 1,000 |
| 570-570-490101 | | Loan Interest | 97,149 | 45,168 | 43,310 | 43,310 | 41,414 | 40,000 | 39,480 |
| 570-570-493600 | | Training Reimbursements | - | - | - | - | - | - | 500 |
| REVENUE TOTAL | | | \$ 97,149 | \$ 46,855 | \$ 46,855 | \$ 43,310 | \$ 42,514 | \$ 40,108 | \$ 40,980 |
| 570 | | EXPENDITURES | | | | | | | |
| 570-570-511600 | p | Salary: All Personnel | 2,366 | 10,198 | 11,376 | - | 73,654 | 31,219 | 61,683 |
| 570-570-515500 | p | Vacation Pay | 95 | 332 | 1,566 | - | 3,077 | 1,266 | 4,040 |
| 570-570-515600 | p | Holiday Pay | 40 | 76 | 113 | - | 3,077 | 1,960 | 2,694 |
| 570-570-515800 | p | Sick Pay | 4 | 46 | 40 | - | 192 | 166 | 1,616 |
| 570-570-517000 | p | Oasdi/city Share 6.2% | 136 | 596 | 465 | - | 4,960 | 2,122 | 4,342 |
| 570-570-517001 | p | Medicare/city Share 1.45% | 35 | 150 | 187 | - | 1,160 | 491 | 1,015 |
| 570-570-517401 | p | IMRF | 288 | 1,134 | 1,195 | - | 7,360 | 2,502 | 4,566 |
| 570-570-518000 | p | Group Insurance | 1,104 | 1,888 | 1,263 | - | 16,800 | 4,479 | 5,310 |
| 570-570-518700 | c | Mileage | - | - | - | - | - | - | 635 |
| 570-570-519000 | c | Training And Education | - | - | - | - | - | 316 | 1,250 |
| 570-570-520100 | t | Transfer to General Fund | 225,000 | - | - | - | - | - | - |
| 570-570-520200 | m | Office Supplies | - | - | - | - | 1,000 | - | 100 |
| 570-570-520400 | m | Postage | 29 | 105 | - | - | 500 | - | 50 |
| 570-570-551000 | c | Printing And Publications | - | - | - | - | 500 | 76 | - |
| 570-570-551600 | c | Dues And Subscriptions | - | - | - | - | 250 | - | 25,385 |
| 570-570-554200 | c | Meals Lodging | - | - | - | - | - | 462 | 1,800 |
| 570-570-569000 | c | Other Contractual Service | - | - | - | 43,310 | - | 17,952 | 13,500 |
| 570-570-587100 | m | Office Equipment & Furniture | - | - | - | - | 500 | - | - |
| 570-570-591300 | econ | Developer Credit Applied | - | 70,000 | 70,000 | - | 70,000 | 70,000 | 70,000 |
| 570-570-598100 | c | Public Relations | - | - | - | - | - | - | 42,500 |
| EXPENDITURE TOTAL | | | \$ 229,096 | \$ 84,525 | \$ 86,205 | \$ 43,310 | \$ 183,030 | \$ 133,011 | \$ 240,487 |
| Net Surplus/(Deficit) | | | \$ (131,947) | \$ (37,671) | \$ (39,351) | \$ - | \$ (140,516) | \$ (92,902) | \$ (199,507) |

School Bus

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|----------------------|---|--------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|---------------------|-------------------------|
| 501 | | REVENUES | | | | | | | |
| 501-501-442900 | | Other Grant Revenue | 441,757 | - | - | 468,000 | - | - | |
| 501-501-450011 | | District 108 Contract Fa | 3,825,476 | 3,790,699 | 3,816,432 | 3,166,273 | 3,924,461 | 3,545,666 | 4,017,000 |
| 501-501-450012 | | Transportation Contract | 69,189 | 115,820 | 117,947 | 115,000 | 116,500 | 191,426 | 188,490 |
| 501-501-450013 | | District 303 | 1,379,186 | 1,534,238 | 1,617,249 | 1,537,940 | 1,444,128 | 1,421,065 | 1,442,000 |
| 501-501-450020 | | Bus passes | (447) | 16,821 | 797 | 15,000 | 15,000 | 27,874 | 23,000 |
| 501-501-450030 | | Bus Special Charters | 52,669 | 173,680 | 213,126 | 200,000 | 195,350 | 174,660 | 190,000 |
| 501-501-454500 | | Other Contractual Revenue | 31,436 | 322,861 | 353,192 | 252,000 | 327,352 | 288,660 | 280,000 |
| 501-501-490100 | | Interest Earnings | 1,362 | 342 | 224 | 500 | 400 | 246 | 300 |
| 501-501-491000 | | Rental of Municipal Property | - | - | 150 | - | - | - | - |
| 501-501-499800 | | Miscellaneous Receipts | 2,837 | 932 | 836 | - | 500 | 447 | - |
| REVENUE TOTAL | | | \$ 5,803,466 | \$ 5,955,392 | \$ 6,119,954 | \$ 5,754,713 | \$ 6,023,692 | \$ 5,650,044 | \$ 6,140,790 |
| 501 | | EXPENDITURES | | | | | | | |
| 501-501-511600 | p | Salary: All Personnel | 573,605 | 445,403 | 736,493 | 260,965 | 389,145 | 837,781 | 274,471 |
| 501-501-511601 | p | Admin Cost Allocation | - | - | - | - | - | - | 211,291 |
| 501-501-511610 | p | Wages - Full Time Bus | - | - | - | 217,880 | 355,395 | - | - |
| 501-501-514600 | p | Wages-PartTime Drivers&Monitor | 1,929,764 | 1,933,979 | 1,898,881 | 1,769,000 | 2,000,000 | 1,757,099 | 2,060,000 |
| 501-501-515000 | p | Overtime | 13,415 | 91,154 | 133,141 | 65,000 | 75,000 | 122,342 | 100,000 |
| 501-501-515200 | p | Longevity/Retention Bonus | - | - | - | 120,000 | 75,000 | - | 7,000 |
| 501-501-515500 | p | Vacation Pay | 39,037 | 35,363 | 41,436 | - | 45,000 | 25,972 | 30,000 |
| 501-501-515600 | p | Holiday Pay | 84,047 | 77,937 | 82,880 | - | 85,000 | 112,485 | 95,000 |
| 501-501-515800 | p | Sick Pay | 18,255 | 9,455 | 4,066 | - | 10,000 | 6,301 | 10,000 |
| 501-501-515950 | p | Compensated Absences | (10,451) | - | - | - | - | - | - |
| 501-501-517000 | p | Oasdi/city Share 6.2% | 163,822 | 160,114 | - | 150,836 | 179,461 | 176,800 | 191,441 |
| 501-501-517001 | p | Medicare/city Share 1.45% | 38,372 | 37,466 | 178,407 | 35,276 | 41,971 | 41,344 | 44,773 |
| 501-501-517401 | p | IMRF | 107,792 | 106,386 | 41,881 | 137,901 | 97,671 | 72,922 | 201,322 |
| 501-501-518000 | p | Group Insurance | 138,911 | 73,637 | 90,021 | 197,791 | 120,000 | 80,504 | 70,000 |
| 501-501-518100 | c | Liability Insurance Premiums | 66,517 | 83,982 | 62,427 | 83,982 | 84,000 | 102,461 | 90,000 |
| 501-501-518200 | p | Unemployment Insurance | 177,203 | - | 83,481 | 99,834 | 50,000 | 114,774 | 100,000 |
| 501-501-518300 | c | Workers Comp Insurance | 82,920 | 79,318 | 29,152 | 79,318 | 110,000 | 122,744 | 110,000 |
| 501-501-519000 | c | Training And Education | 940 | 1,718 | 106,125 | 15,000 | 8,000 | 4,214 | 12,000 |
| 501-501-520100 | T | Transfer To General Fund | 1,213,099 | 303,162 | - | 500,000 | - | - | - |
| 501-501-520200 | m | Office Supplies | 3,215 | 2,428 | 679 | 2,000 | 2,500 | 1,494 | 2,500 |
| 501-501-520400 | m | Postage | 202 | 300 | - | 100 | 200 | 31 | 200 |
| 501-501-520500 | c | Transfer To Municipal Bus | - | - | 2,257 | - | - | - | - |
| 501-501-520695 | T | Transfer To Insurance Fund | - | - | 142 | - | - | - | - |
| 501-501-520699 | T | Transfer To Vehicle Maint | - | - | - | - | - | - | - |
| 501-501-522400 | m | General Supplies | 24,038 | 16,739 | - | 15,000 | 12,000 | 6,814 | 9,000 |
| 501-501-524000 | c | Lease/rental Of Equipment | 7,295 | (3,176) | 16 | 1,600 | 9,000 | 7,665 | 9,000 |

School Bus

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected FY24 | FY25
Proposed Budget |
|------------------------------|-------|--------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------------|---------------------|-------------------------|
| 501-501-529000 | m | Equipment | 8,571 | 14,913 | 9,908 | 7,500 | 8,500 | 4,246 | 8,500 |
| 501-501-534000 | c | Automotive Expense | 148,167 | 222,197 | 19,763 | 150,000 | 200,000 | 258,096 | 275,000 |
| 501-501-534200 | c | Bldng & Grnds Maint/Repairs | 18,071 | 25,269 | 12,573 | 15,000 | 6,000 | 49 | 6,000 |
| 501-501-534400 | c | Equipment Repairs | 385 | 191 | 254,918 | 500 | 500 | 4,195 | 1,000 |
| 501-501-538000 | c | Maintenance Agreements | 2,765 | 4,747 | 1,787 | 1,500 | 3,000 | 14,391 | 15,000 |
| 501-501-550100 | c | Utilities | 22,198 | 28,409 | - | 20,000 | 25,000 | 17,176 | 25,000 |
| 501-501-550300 | c | Telephone | 1,190 | 6,006 | 68,823 | 6,000 | 5,000 | 435 | 2,000 |
| 501-501-551000 | c | Printing And Publications | - | 1,665 | 28,040 | 1,000 | 1,500 | 42 | 1,500 |
| 501-501-551600 | c | Dues And Subscriptions | - | - | 4,145 | 500 | 750 | 840 | 750 |
| 501-501-554200 | c | Meals Lodging | 201 | 1,241 | 3,798 | 1,000 | 3,000 | 7,470 | 5,000 |
| 501-501-554300 | m | Uniforms & Tools | 694 | 1,218 | 795 | 800 | 800 | 960 | 1,500 |
| 501-501-555000 | c | Radio Expense | - | 2,265 | 4,795 | 45,000 | 67,000 | 91,058 | 30,000 |
| 501-501-556100 | m | Gasoline/diesel Fuel | 175,296 | 277,106 | 400 | 400,000 | 400,000 | 398,200 | 410,000 |
| 501-501-557200 | c | License And Inspection Fees | 11,541 | 12,092 | 13,431 | 11,000 | 12,000 | 10,080 | 12,000 |
| 501-501-559000 | m | Medical Expense/supplies | 19,037 | 29,219 | 528,171 | 20,000 | 20,000 | 15,431 | 20,000 |
| 501-501-559900 | other | Provisions For Bad Debts | - | - | 11,917 | - | - | - | - |
| 501-501-560100 | c | Auditing Fees | - | - | 20,367 | - | - | 5,420 | 4,000 |
| 501-501-560600 | c | Corporate Counsel Fees | 6,216 | 3,422 | - | 2,000 | 3,000 | - | 2,000 |
| 501-501-566600 | c | Pest Control | 413 | 75 | - | 400 | 900 | 300 | 2,000 |
| 501-501-569000 | c | Other Contractual Service | 13,111 | 5,405 | - | 5,500 | 6,500 | 60,708 | 6,500 |
| 501-501-580200 | m | Purchase Of Property | - | - | 150 | - | - | - | - |
| 501-501-580400 | cap | Building Purchase/construction | - | - | 25,564 | - | - | - | - |
| 501-501-587000 | m | Machinery And Equipment | - | 1,670 | - | 2,000 | 2,000 | - | 2,000 |
| 501-501-587001 | c | Lease / Purchase Equipmen | 1,008,147 | 1,145,126 | 1,142,626 | 1,205,126 | 1,142,626 | 1,100,000 | 1,200,000 |
| 501-501-587100 | m | Office Equipment & Furniture | 540 | 448 | - | - | 1,000 | - | - |
| 501-501-587500 | cap | Vehicles | 34,213 | - | - | - | - | - | - |
| 501-501-590400 | debt | Interest Paid | - | - | - | - | - | 105,897 | 83,389 |
| 501-501-590600 | c | Bank Charges | - | - | 1,383 | - | - | - | - |
| 501-501-599000 | other | Miscellaneous | 9 | 233 | - | - | 1,000 | 2,423 | 1,000 |
| 501-501-599700 | other | Fixed Asset Disposal | - | - | - | - | - | - | - |
| 501-501-599801 | c | Computer Software | 27,760 | 60,778 | 1,374 | 80,000 | 65,000 | - | 65,000 |
| 501-501-599802 | m | Computer Hardware | 50 | 8,101 | - | 5,000 | - | - | 5,000 |
| 501-501-599900 | cap | Depreciation Expense | - | - | 63,979 | - | - | - | - |
| | | Employee Appreciation | - | - | - | - | - | - | 6,000 |
| 501-501-599999 | cont | Contingency | - | - | - | 23,403 | - | - | - |
| EXPENDITURE TOTAL | | | \$ 6,170,570 | \$ 5,307,162 | \$ 5,710,194 | \$ 5,754,713 | \$ 5,724,419 | \$ 5,691,221 | \$ 6,118,147 |
| Net Surplus/(Deficit) | | | \$ (367,104) | \$ 648,230 | \$ 409,760 | \$ - | \$ 299,272 | \$ (41,177) | \$ 22,643 |

Library

| Account Number | | Description | FY21
Actual | FY22
Actual | F23 Actual | FY23
Budget | FY24
Approved
Budget | FY24 Actual thru
1/31 | Projected FY24 | FY25
Proposed
Budget |
|----------------------|---|------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------------|--------------------------|---------------------|----------------------------|
| 924 | | REVENUES | | | | | | | | |
| 924-924-410100 | | Real Estate Tax | \$ 1,151,829 | 1,548,029 | 1,625,256 | 1,619,911 | 1,619,911 | 1,613,156 | 1,613,156.22 | 1,679,091 |
| 924-924-412000 | | Replacement P/p Tax - Statr | \$ 81,261 | 171,284 | 508,328 | 112,700 | 396,870 | 195,567 | 260,756 | 210,039 |
| 924-924-437900 | | South Pekin Revenue | \$ 12,339 | 12,710 | 12,992 | 12,600 | 13,000 | 14,266 | 19,022 | 13,000 |
| 924-924-438300 | | South Pekin Per Capita Grant | \$ 1,433 | 1,690 | 1,469 | 1,690 | 1,500 | - | - | 1,500 |
| 924-924-438700 | | Other Grants | \$ 26,004 | 7,378 | 1,890 | 3,850 | 1,890 | 2,000 | 2,667 | 1,890 |
| 924-924-445000 | | Per Capita Grant | \$ 42,618 | 50,289 | 46,803 | 50,290 | 46,810 | 46,803 | 62,404 | 46,810 |
| 924-924-456900 | | Passports | \$ 3,780 | 7,614 | 15,339 | 6,000 | 15,000 | 14,430 | 19,241 | 16,000 |
| 924-924-457001 | | Friends Book Sale | \$ 8,819 | 14,667 | 14,357 | 9,000 | 11,000 | 11,350 | 15,133 | 14,000 |
| 924-924-457002 | | Copy Machines | \$ 2,086 | 2,412 | 2,397 | 3,000 | 3,000 | 1,830 | 2,440 | 2,700 |
| 924-924-457003 | | Printing Fees (library) | \$ 4,727 | 6,770 | 6,545 | 7,000 | 7,000 | 5,435 | 7,247 | 7,000 |
| 924-924-457005 | | Non-resident Fees | \$ 3,558 | 4,936 | 6,064 | 4,200 | 6,200 | 3,509 | 4,678 | 5,700 |
| 924-924-457006 | | Books - Lost And Damaged | \$ 1,714 | 3,060 | 1,701 | 2,000 | 1,500 | 2,047 | 2,729 | 2,000 |
| 924-924-457007 | | Room Use Fees | \$ 698 | 2,622 | 1,982 | 2,800 | 1,800 | 1,565 | 2,087 | 2,000 |
| 924-924-457009 | | Staff Sales | \$ 42 | 45 | - | - | - | - | - | - |
| 924-924-457010 | | Fax Fee | \$ 1,530 | 2,040 | 1,878 | 2,500 | 2,200 | 1,139 | 1,519 | 2,000 |
| 924-924-465001 | | Library Fines - Adult Dep | \$ 3,275 | 4,525 | 4,378 | 5,000 | 5,000 | 2,953 | 3,937 | 4,500 |
| 924-924-465002 | | Library Fines - Junior De | \$ 285 | 403 | 63 | 400 | - | 26 | 35 | - |
| 924-924-490100 | | Interest Earnings | \$ 275 | 161 | 1,136 | 100 | 600 | 15,144 | 20,192 | 3,000 |
| 924-924-490102 | | Endowment Interest | \$ 540 | 229 | 359 | 200 | 350 | 145 | 193 | 9,000 |
| 924-924-490111 | | Interest Earnings Capital | \$ 76 | 20 | 55 | 50 | 50 | 48 | 64 | 100 |
| 924-924-491100 | | Refund On Insurance Premi | \$ - | - | 2,688 | - | - | 582 | 776 | - |
| 924-924-499200 | | Gifts And Memorials | \$ 15,265 | 29,917 | 24,582 | 10,000 | 10,000 | 14,306 | 19,074 | 10,000 |
| 924-924-499800 | | Miscellaneous Receipts | \$ 1,012 | 15,795 | 4,676 | 2,500 | 2,500 | 2,125 | 2,833 | 3,500 |
| REVENUE TOTAL | | | \$ 1,363,170 | \$ 1,886,596 | \$ 2,284,937 | \$ 1,855,791 | \$ 2,146,181 | \$ 1,948,427 | \$ 2,060,184 | \$ 2,033,830 |
| 924 | | EXPENDITURES | | | | | | | | |
| 924-924-511600 | p | Salary: All Personnel | 664,221 | 551,893 | 547,206 | 683,900 | 695,000 | 442,260 | 589,681 | 662,000 |
| 924-924-515500 | p | Vacation Pay | - | 24,520 | 37,779 | - | 37,000 | 27,987 | 37,316 | 39,000 |
| 924-924-515600 | p | Holiday Pay | - | 18,416 | 26,377 | - | 29,000 | 24,178 | 32,238 | 30,750 |
| 924-924-515800 | p | Sick Pay | - | 15,561 | 21,673 | - | 22,000 | 19,616 | 26,154 | 23,250 |
| 924-924-516700 | p | Wellness Programs | - | - | - | 250 | 250 | - | - | 250 |
| 924-924-517000 | p | Oasdi/city Share 6.2% | 40,965 | 37,474 | 38,180 | 42,000 | 42,780 | 31,167 | 41,556 | 47,700 |
| 924-924-517001 | p | Medicare/city Share 1.45% | 9,580 | 8,764 | 8,929 | 9,900 | 10,050 | 7,289 | 9,719 | 11,130 |
| 924-924-517401 | p | IMRF | 70,001 | 62,317 | 49,340 | 56,000 | 60,800 | 32,075 | 42,767 | 66,050 |
| 924-924-518000 | p | Group Insurance | 207,038 | 123,141 | 124,540 | 164,000 | 161,020 | 67,750 | 90,334 | 160,000 |
| 924-924-518300 | c | Workers Comp Insurance | 2,020 | 5,011 | 2,437 | 2,100 | 2,300 | 2,142 | 2,856 | 2,300 |
| 924-924-520100 | t | Transfer to General Fund | 15,000 | 15,000 | 15,000 | 25,000 | 45,000 | 11,250 | 15,000 | 15,000 |
| 924-924-520200 | m | Office Supplies | 5,950 | 5,915 | 6,046 | 6,900 | 6,900 | 2,827 | 3,770 | 6,900 |
| 924-924-520300 | m | Library Supplies | 9,283 | 8,053 | 9,738 | 9,400 | 9,400 | 3,582 | 4,777 | 9,800 |
| 924-924-520302 | c | Copy Machine - Rental And | 10,060 | 11,815 | 5,137 | 9,000 | 10,500 | 13,404 | 17,871 | 10,500 |
| 924-924-520400 | m | Postage | 1,058 | 1,045 | 869 | 1,100 | 900 | 777 | 1,036 | 900 |
| 924-924-520600 | c | Oclc Cataloging | 5,291 | 5,559 | 5,782 | 5,400 | 5,600 | 5,955 | 7,940 | 6,100 |

Library

| Account Number | | Description | FY21 Actual | FY22 Actual | F23 Actual | FY23 Budget | FY24 Approved Budget | FY24 Actual thru 1/31 | Projected FY24 | FY25 Proposed Budget |
|----------------|-------|---------------------------|-------------|-------------|------------|-------------|----------------------|-----------------------|----------------|----------------------|
| 924-924-522700 | c | Electronic Resources | 19,681 | 5,488 | 11,539 | 11,900 | 17,000 | 17,000 | 22,667 | 21,000 |
| 924-924-522701 | c | E-Books | - | - | - | - | 12,000 | 8,000 | 10,667 | 13,000 |
| 924-924-522702 | c | E-Audiobooks | - | - | - | - | 10,400 | 6,932 | 9,243 | 11,000 |
| 924-924-522703 | c | E-Videos | - | - | - | - | 1,000 | 1,000 | 1,333 | 1,000 |
| 924-924-523301 | m | Adult * Books - Fiction | 22,654 | 23,947 | 23,833 | 24,000 | 20,000 | 16,382 | 21,842 | 21,000 |
| 924-924-523302 | m | Children's * Books - Fict | 19,367 | 19,438 | 20,891 | 21,000 | 18,500 | 12,218 | 16,291 | 19,500 |
| 924-924-523304 | m | Large Print Books | 7,140 | 7,626 | 8,778 | 9,000 | 8,000 | 5,673 | 7,564 | 8,000 |
| 924-924-523401 | m | Adult * Books - Non-fict | 17,859 | 19,699 | 19,160 | 19,000 | 20,000 | 14,455 | 19,274 | 21,000 |
| 924-924-523402 | m | Children's * Books - Non- | 10,966 | 10,760 | 11,686 | 12,000 | 10,800 | 3,165 | 4,220 | 10,800 |
| 924-924-523404 | m | Large Print Books | 752 | 185 | 278 | 500 | 300 | 115 | 153 | 300 |
| 924-924-523501 | m | Adult * Periodicals | 3,540 | 4,250 | 3,523 | 3,600 | 4,250 | 2,345 | 3,127 | 4,250 |
| 924-924-523502 | m | Children's * Periodicals | 547 | 550 | 511 | 600 | 600 | 475 | 633 | 600 |
| 924-924-523603 | m | Music CD's | 1,383 | 1,537 | 721 | 1,000 | 1,200 | 614 | 818 | 1,000 |
| 924-924-523700 | m | Video DVD's | 10,162 | 11,847 | 8,047 | 8,000 | 6,000 | 4,263 | 5,684 | 6,000 |
| 924-924-523701 | m | Adult Audiobooks | 8,174 | 9,396 | 6,222 | 6,500 | 3,000 | 2,147 | 2,862 | 3,000 |
| 924-924-523702 | m | Children's Audiobooks | 600 | 798 | 1,184 | 1,300 | 1,300 | 1,247 | 1,662 | 1,500 |
| 924-924-523900 | m | Program Supplies | 920 | 1,769 | 1,304 | 1,200 | 1,200 | 1,043 | 1,391 | 1,400 |
| 924-924-523901 | c | Adult * Programs | 3,028 | 7,278 | 6,810 | 8,000 | 8,000 | 4,202 | 5,603 | 7,200 |
| 924-924-523902 | c | Children's * Programs | 12,371 | 13,155 | 12,406 | 13,000 | 14,000 | 11,779 | 15,706 | 19,000 |
| 924-924-529000 | m | Equipment | 4,147 | 2,716 | 5,538 | 4,900 | 4,900 | 2,367 | 3,156 | 5,100 |
| 924-924-534300 | c | Equipment - Repairs And M | 6,333 | 8,588 | 8,115 | 8,000 | 8,000 | 10,184 | 13,578 | 8,500 |
| 924-924-534600 | c | Building Repairs & Mainte | 18,839 | 28,317 | 33,073 | 26,000 | 26,000 | 20,986 | 27,982 | 33,000 |
| 924-924-538000 | c | Maintenance Agreements | 35,750 | 38,192 | 53,387 | 43,700 | 84,900 | 62,433 | 83,244 | 44,300 |
| 924-924-544100 | t | Transfer To General Fund | - | - | - | - | - | - | - | - |
| 924-924-550101 | c | Electricity | 33,161 | 37,251 | 65,047 | 42,000 | 60,000 | 31,791 | 42,388 | 50,000 |
| 924-924-550102 | c | Water | 4,961 | 5,255 | 5,095 | 5,500 | 5,775 | 4,149 | 5,532 | 6,000 |
| 924-924-550103 | c | Gas | 7,068 | 6,051 | 15,197 | 9,000 | 13,500 | 5,069 | 6,759 | 18,000 |
| 924-924-550300 | c | Telephone | 3,228 | 3,207 | 3,225 | 3,400 | 3,400 | 2,205 | 2,940 | 3,600 |
| 924-924-550900 | c | General Insurance | 17,864 | 17,893 | 18,907 | 18,100 | 19,000 | 20,150 | 26,867 | 20,500 |
| 924-924-551507 | m | Purchases - Newspapers | 4,107 | 3,387 | 3,324 | 3,800 | 3,700 | 1,771 | 2,362 | 3,700 |
| 924-924-551600 | c | Dues And Subscriptions | 1,829 | 1,715 | 2,084 | 2,400 | 2,100 | 1,321 | 1,761 | 2,100 |
| 924-924-551900 | other | Lost Books / Ill | 79 | 361 | 209 | 100 | 300 | 317 | 422 | 300 |
| 924-924-554206 | c | Conference And Meeting Ex | 600 | 2,330 | 1,339 | 2,500 | 3,300 | 1,125 | 1,500 | 3,300 |
| 924-924-554207 | c | Travel | 273 | 1,197 | 635 | 2,000 | 2,775 | 744 | 992 | 2,775 |
| 924-924-560100 | c | Auditing Fees | - | - | - | - | - | 3,750 | 5,000 | 4,000 |
| 924-924-563204 | c | Isp | 3,749 | 3,779 | 3,780 | 3,850 | 4,000 | 3,035 | 4,047 | 4,200 |
| 924-924-566300 | c | Circulation System | 26,378 | 30,925 | 27,037 | 28,500 | 31,000 | 32,139 | 42,852 | 35,000 |
| 924-924-569000 | c | Other Contractual Service | 400 | - | - | 500 | 500 | 650 | 867 | 500 |
| 924-924-590400 | debt | Interest Paid | - | 79,863 | 152,375 | 99,656 | 99,656 | 145,625 | 194,167 | 140,975 |
| 924-924-591000 | debt | Bond Principal Retired | - | 245,000 | 250,000 | 298,969 | 298,969 | 260,000 | 346,667 | 270,000 |
| 924-924-591101 | c | Bond Issuance Costs | - | - | 750 | - | - | - | - | - |
| 924-924-598300 | other | Per Capita Grant | 48,757 | 45,657 | 50,290 | 50,290 | 46,810 | 23,958 | 31,945 | 46,810 |
| 924-924-598400 | c | Passport Expense | 518 | 1,378 | 1,988 | 1,100 | 2,100 | 1,785 | 2,379 | 2,100 |

Library

| Account Number | | Description | FY21 Actual | FY22 Actual | F23 Actual | FY23 Budget | FY24 Approved Budget | FY24 Actual thru 1/31 | Projected FY24 | FY25 Proposed Budget |
|------------------------------|-------|--------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|-----------------------|---------------------|----------------------|
| 924-924-598700 | econ | Transfer To Friends | 7,969 | 14,250 | 14,472 | 9,000 | 11,000 | 11,254 | 15,006 | 14,000 |
| 924-924-598800 | cap | Capital Development | 5,975 | 2,050 | 57,239 | 10,000 | 92,070 | 75,949 | 101,266 | 64,000 |
| 924-924-599000 | other | Miscellaneous | 1,946 | 12,447 | 615 | 2,000 | 2,000 | 2,931 | 3,908 | 2,000 |
| 924-924-599300 | m | Purchases From Gifts | 6,594 | 21,049 | 17,452 | 10,000 | 10,000 | 16,275 | 21,700 | 10,000 |
| 924-924-599301 | m | Purchases From Endowment | 9,621 | 1,766 | 4,686 | 200 | 200 | 18,523 | 24,697 | 5,000 |
| 924-924-599801 | c | Computer Software | 2,468 | 1,952 | 2,777 | 3,000 | 3,000 | 1,933 | 2,578 | 3,000 |
| 924-924-599802 | m | Computer Hardware | 5,973 | 4,777 | 5,863 | 6,100 | 5,500 | 4,569 | 6,092 | 5,500 |
| 924-924-599803 | m | Literacy Grant Purchases | 26,192 | 5,504 | - | 1,690 | 1,690 | 1,600 | 2,133 | 1,690 |
| 924-924-599999 | cont | Contingency | - | - | - | 3,986 | 3,986 | - | - | - |
| EXPENDITURE TOTAL | | | \$ 1,464,443 | \$ 1,659,064 | \$ 1,840,424 | \$ 1,855,791 | \$ 2,146,181 | \$ 1,573,904 | \$ 2,098,538 | \$ 2,072,130 |
| Net Surplus/(Deficit) | | | \$ (101,273) | \$ 227,532 | \$ 444,512 | \$ 227,532 | \$ - | \$ 374,524 | \$ (38,354) | \$ (38,300) |

Police Pension Fund

| Account Number | Description | FY21 Actual | FY22 Actual (unposted) | FY23 Actual (unposted) | FY23 Budget | FY24 Budget | FY25 Proposed Budget |
|------------------------------|----------------------------------|----------------------|------------------------|------------------------|---------------------|---------------------|----------------------|
| REVENUES | | | | | | | |
| 941-941-410100 | Real Estate Tax | 1,877,540 | | | - | - | |
| 941-941-412000 | Replacement P/p Tax - State | 51,525 | 50,573 | | 39,500 | 47,905 | 62,400 |
| 941-941-440100 | Transfer From General Fund | 134,922 | | | - | - | |
| | Gen Ops Transfer - RE Taxes | - | 1,556,142 | 1,515,073 | 1,523,619 | 1,555,638 | 1,644,761 |
| | Gen Ops Transfer - Cannabis Tax | | | | 40,000 | 65,238 | 63,333 |
| | Gen Ops Transfer - Other Sources | | 88,600 | 270,858 | 183,605 | 159,849 | 514,000 |
| | Video Gaming Fees (Clerk) | | | | 88,000 | 80,000 | 73,333 |
| 941-941-479000 | Employee Pension Deduction | 508,256 | 538,358 | 500,207 | 428,680 | 473,303 | 515,028 |
| 941-941-490100 | Interest Earnings | 1,538,022 | | | 1,725 | 200 | - |
| 941-941-491900 | Incr/decr Investment Value | 8,046,311 | (1,863,008) | 1,832,081 | | - | - |
| 941-941-499800 | Miscellaneous Receipts | 1,087 | | 100 | | - | - |
| REVENUE TOTAL | | \$ 12,157,663 | \$ 370,666 | \$ 4,118,319 | \$ 2,305,129 | \$ 2,382,133 | \$ 2,872,854 |
| EXPENDITURES | | | | | | | |
| 941-941-518400 | Insurance | 11,769 | | 11,987 | - | - | |
| 941-941-518700 | Milieage | 2,286 | | 3,131 | - | - | |
| 941-941-519000 | Training And Education | 2,050 | | | - | - | |
| 941-941-520400 | Postage | 288 | | | - | - | |
| 941-941-551600 | Dues And Subscriptions | 795 | | 795 | - | - | |
| 941-941-557000 | Filing Fees | 6,882 | 5,359 | 8,000 | - | - | |
| 941-941-559000 | Medical Expense/supplies | 1,644 | 1,568 | 4,612 | 2,000 | 1,500 | 1,500 |
| 941-941-559400 | Pension Payments | 2,851,642 | 3,037,220 | 3,237,147 | 2,303,129 | 2,380,633 | 3,274,044 |
| 941-941-559500 | Refund Of Employee Pensio | 200 | 64,989 | 10,147 | - | - | |
| 941-941-561000 | Legal Fees | 8,160 | 3,185 | 3,131 | - | - | |
| 941-941-569000 | Other Contractual Service | 57,921 | 78,558 | | - | - | |
| | Bank Charges | 216 | | 167 | | | |
| 941-941-590610 | Asset Admin Fees | 84,767 | 91,428 | 43,252 | - | - | |
| 941-941-599000 | Miscellaneous | - | | 24,565 | - | - | |
| EXPENDITURE TOTAL | | \$ 3,028,621 | \$ 3,282,307 | \$ 3,346,934 | \$ 2,305,129 | \$ 2,382,133 | \$ 3,275,544 |
| Net Surplus/(Deficit) | | \$ 9,129,042 | \$ (2,911,641) | \$ 771,385 | \$ - | \$ 0 | \$ (402,690) |

Fire Pension Fund

| Account Number | Description | FY21 Actual | FY22 Actual (unposted) | FY23 Actual (unposted) | FY23 Budget | FY24 Budget | FY25 Proposed Budget |
|------------------------------|----------------------------------|----------------------|------------------------|------------------------|---------------------|---------------------|----------------------|
| REVENUES | | | | | | | |
| 944-944-410100 | Real Estate Tax | 3,331,108 | | | - | - | |
| 944-944-412000 | Replacement P/p Tax - State | 102,715 | 106,537 | 98,294 | 80,400 | 98,294 | 73,200 |
| 944-944-440100 | Transfer From General Fund | | | | - | - | |
| | Gen Ops Transfer - RE Taxes | | 3,147,330 | 3,226,396 | 3,194,226 | 3,144,174 | 3,289,522 |
| | Gen Ops Transfer - Cannabis Tax | | | | 60,000 | 97,858 | 126,665 |
| | Gen Ops Transfer - Other Sources | 411,892 | 132,900 | 467,447 | 275,447 | 247,842 | 856,000 |
| | Video Gaming Fees (Clerk) | - | | | 132,000 | 120,000 | 146,665 |
| 944-944-479000 | Employee Pension Deduction | 426,718 | 436,150 | 475,252 | 408,000 | 473,303 | 485,431 |
| 944-944-490100 | Interest Earnings | 91 | | | 1,750 | 200 | - |
| 944-944-491900 | Incr/decr Investment Value | 8,426,682 | (1,779,256) | 1,646,523 | - | - | |
| 944-944-499800 | Miscellaneous Receipts | - | | (1,674) | - | - | |
| REVENUE TOTAL | | \$ 12,699,207 | \$ 2,043,661 | \$ 5,912,238 | \$ 4,151,823 | \$ 4,181,671 | \$ 4,977,484 |
| EXPENDITURES | | | | | | | |
| 944-944-519000 | Training And Education | - | 1,283 | | - | - | |
| 944-944-520400 | Postage | 10 | 1 | | - | - | |
| 944-944-551600 | Dues And Subscriptions | 795 | 795 | 795 | - | - | |
| 944-944-557000 | Filing Fees | 5,458 | 5,359 | | - | - | |
| 944-944-559000 | Medical Expense/supplies | 2,425 | 23,459 | 21,612 | 2,325 | 1,752 | 1,800 |
| 944-944-559400 | Pension Payments | 4,226,084 | 4,018,623 | 4,698,119 | 4,134,498 | 4,164,919 | 4,781,568 |
| 944-944-559500 | Refund Of Employee Pension | 4,390 | 3,550 | 2,110 | - | - | |
| 944-944-561000 | Legal Fees | 2,989 | 15,066 | 16,389 | - | - | |
| 944-944-569000 | Other Contractual Service | 20,665 | 23,085 | 24,419 | 15,000 | 15,000 | 15,000 |
| 944-944-590600 | Bank Charges | 171 | 193 | | - | - | |
| 944-944-590610 | Asset Admin Fees | 67,654 | 30,382 | 23,695 | - | - | |
| 944-944-599000 | Miscellaneous | 21,420 | 21,180 | 21,695 | - | - | |
| EXPENDITURE TOTAL | | \$ 4,352,060 | \$ 4,142,976 | \$ 4,808,834 | \$ 4,151,823 | \$ 4,181,671 | \$ 4,798,368 |
| Net Surplus/(Deficit) | | \$ 8,347,147 | \$ (2,099,315) | \$ 1,103,404 | \$ - | \$ - | \$ 179,116 |

Foreign Fire Insurance Tax Fund

| Account Number | | Description | FY21
Actual | FY22
Actual | FY23 Actual | FY23
Budget | FY24
Approved Budget | Projected
FY24 | FY25
Proposed
Budget |
|------------------------------|-------|--------------------------------|----------------|----------------|---------------|----------------|-------------------------|-------------------|----------------------------|
| REVENUES | | | | | | | | | |
| 945-034-455000 | | Local Foreign Fire Ins Tax | 52,862 | 68,642 | 68,933 | 40,000 | 69,000 | 72,643 | 70,000 |
| 945-034-490100 | | Interest Income | 42 | 18 | 201 | 500 | 25 | 602 | 400 |
| 945-034-499800 | | miscellaneous Receipts | 6 | - | - | - | - | - | - |
| REVENUE TOTAL | | | 52,911 | 68,660 | 69,134 | 40,500 | 69,025 | 73,245 | 70,400 |
| EXPENDITURES | | | | | | | | | |
| 945-034-519000 | c | Training And Education | - | 395 | 275 | 100 | 1,500 | 739 | - |
| 945-034-520200 | m | Office Supplies | 20 | - | - | 100 | 50 | - | - |
| 945-034-520400 | m | Postage | 17 | - | 29 | 100 | 20 | - | - |
| 945-034-522400 | m | General Supplies | 740 | 1,225 | 616 | 1,000 | 1,500 | 187 | 2,000 |
| 945-034-524000 | c | Lease/Rental of Equipment | - | - | - | 5,000 | - | - | - |
| 945-034-529000 | m | Equipment | 33,190 | 22,921 | 18,430 | 11,500 | 20,000 | 93,885 | 175,000 |
| 945-034-534200 | c | Buildings & Grounds Maintenanc | 641 | - | - | 700 | - | 43 | - |
| 945-034-534400 | c | Equipment Repairs | 3,095 | 3,317 | 45 | 3,000 | 3,000 | 801 | 3,000 |
| 945-034-538000 | c | Maintenance Agreements | 150 | - | 550 | 150 | - | - | - |
| 945-034-550100 | c | Utilities | 1,365 | 1,327 | 1,309 | 1,500 | 1,400 | 1,085 | - |
| 945-034-551600 | c | Dues And Subscriptions | 3,526 | 5,869 | 3,822 | 3,500 | 6,000 | 744 | 6,000 |
| 945-034-569000 | c | Other Contractual Services | 2,266 | - | - | 1,750 | - | - | - |
| 945-034-580401 | c | Building Repair | - | - | - | 2,500 | - | - | - |
| 945-034-587001 | c | Lease/Purchase of Equipment | - | - | - | 2,500 | - | - | - |
| 945-034-587100 | m | Office Equipment & Furniture | 2,294 | - | - | 1,700 | - | 1,316 | 4,000 |
| 945-034-599000 | other | Miscellaneous | - | - | - | 5,400 | - | - | - |
| EXPENDITURE TOTAL | | | 47,303 | 35,054 | 25,076 | 40,500 | 33,470 | 98,800 | 190,000 |
| Net Surplus/(Deficit) | | | 5,607 | 33,606 | 44,058 | - | 35,555 | (25,555) | (119,600) |