



City of Pekin

**REGULAR CITY COUNCIL MEETING
MONDAY, MARCH 27, 2023
5:30 PM**

1. Pledge of Allegiance
2. Call to Order
3. Approve Agenda
4. Approval of Minutes
4.1. City Council - Regular Meeting - Mar 13, 2023 5:30 PM
5. Public Input
6. Executive Session 5 ILCS 120/2 (c) (2) Collective Negotiating Matters
7. Consent Agenda
7.1. Accounts Payable To Be Paid Proof List thru March 03, 2023
7.2. Ordinance No. 4045-22/23 Variance Request at 317 Court Street
7.3. Resolution No. 563-22/23 Add an Accessible Parking Sign at 335 Court Street
7.4. Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street
8. New Business
8.1. Resolution No. 564-22/23 A Resolution Authorizing Mayor Pro Tem to Make Appointments to Committees ACTION REQUESTED: Approve and Adopt the Resolution.
8.2. Resolution No. 565-22/23 Appointments to the Historic Preservation Committee for Three Year Terms ACTION REQUESTED: Approve and Adopt the Resolution.
8.3. Resolution No. 566-22/23 Approve Agreement with Flock Safety for 54 Additional Flock License Plate Reader Cameras ACTION REQUESTED: Approve and Adopt the Resolution.

8.4.	Resolution No. 567-22/23 Approve Purchase of Ammunition for the Police Department from Conway Shield ACTION REQUESTED: Approve and Adopt the Resolution.
8.5.	Resolution No. 568-22/23 Approve Purchase Fire Department Self Contained Breathing Apparatus ACTION REQUESTED: Approve and Adopt the Resolution.
8.6.	Resolution No. 569-22/23 Approve Purchase of Tandem Dump Truck from Truck Centers Inc. ACTION REQUESTED: Approve and Adopt the Resolution.
8.7.	Resolution No. 570-22/23 Approving Agreement with Maurer-Stutz for Construction Phase Engineering on Derby Street & Downtown ACTION REQUESTED: Approve and Adopt the Resolution.
8.8.	Resolution No. 571-22/23 Award Demolition of 2201, 2211, & 2213 Court Street to Jimax ACTION REQUESTED: Approve and Adopt the Resolution.
8.9.	Resolution No. 572-22/23 Authorization to Enter into Opioids Settlement Participation Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
9.	Any Other Business To Come Before The Council
10.	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 MARCH 13, 2023 AT 5:30 O'CLOCK P.M.
MAYOR PRO TEM BECKY CLOYD PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Orrick.

CALL TO ORDER

City Clerk, Ms. Sue McMillan, called the roll and confirmed all Councilmembers were present.

Mayor Pro Tem Cloyd opened the meeting at 5:32 PM.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	4:46 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	4:47 PM
Dave Nutter	City of Pekin	Councilman	Present	4:47 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	4:46 PM
Lloyd Orrick	City of Pekin	Council Member	Present	4:45 PM
John P Abel	City of Pekin	Councilman	Present	4:47 PM

APPROVE AGENDA

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

APPROVAL OF MINUTES

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

4.1. City Council - Regular Meeting - Feb 27, 2023 5:30 PM

PUBLIC INPUT

Kelly Madden, owner of 905 Derby Street, addressed the Council regarding the Derby Street construction project affecting his property and parking spaces. Mr. Madden stated that he worked with the City on two TIF agreements to improve the property and to mill and overlay the parking lot last September and has since then grown his business. Mr. Madden voiced his concerns that the preliminary plans to repave Derby Street would remove eight of his newly paved parking spaces on his lot due to the installation of ADA sidewalks. Mr. Madden explained that the location housed three fitness businesses with members ranging from seniors to smaller children. The removal of the 8 parking spots would not only hurt the

property value but would reduce the ability to generate income. Mr. Madden requested that the Council and City modify their plans to not invade his parking spots and lot.

Sue Vansaghi, Amanda Waltamyre, Jeff Simmons, Gavin Vansaghi, Pat Gutierrez, James Middlemaos, Blake Harris, Jessie Sciortino, Kylie Greving, Dylan Lemons, Matt Rybacki, and Jess Vansaghi each spoke in favor of the businesses at 905 Derby Street and to request that the City modify its plans for Derby Street that would allow the parking lot to stay intact allowing the eight parking spots to remain.

Jim Ruth, a member of the Pekin Zoning Board of Appeals, spoke informing Council that he was present to learn more about the Derby Street Project and hoped that it would resolve the flooding issues.

Roy and Debbie Bockler thanked the City and the City Clerk, Ms. Sue McMillan for providing the City of Pekin patch to put on Pilot Michael Bockler's suit to fly the first hydrogen fueled commercial aircraft from Moses Lake, Washington. Mr. and Mrs. Bockler announced that the engine would be provided to the Smithsonian Institute along with the pilots suits and flight patches. Mr. and Mrs. Bockler presented an autographed corporate emblem and a copy of the Moses Lake newspaper and an article by Aviation Week that described the flight.

Heather Robertson, Executive Director of United Way of Pekin, spoke to Council regarding the Police Department budget and the desire to hire a social worker. Ms. Robertson emphasized the importance to have a good working relationship with the Pekin Chamber of Commerce

CONSENT AGENDA

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

- 6.1. Proclamation "Women History Month" March 2023**
- 6.2. Accounts Payable To Be Paid Proof List thru February 17, 2023**
- 6.3. Financial Reports December 2022 FY23**
- 6.4. Tazewell County Animal Control Billing January 2023**
- 6.5. Police Department Stats February 2023**
- 6.6. Pekin Fire Department Monthly Incidents Report- February 2023**
- 6.7. Resolution No. 556-22/23 Publication of the Zoning Map as of December 31, 2022**
- 6.8. Receive and File Bids - Replace Parking Lot and Related Work at 336 and 354 Margaret Street Project**
- 6.9. Receive and File Bids for Mowing**

UNFINISHED BUSINESS

- 7.1. Resolution No. 547-22/23 Approve Airport Hangar Lease with Holzwarth-Flexsenhaur LLC**

A motion was made by Councilmember Orrick seconded by Councilmember Abel to approve and adopt Resolution No. 547-22/23 Approve Airport Hangar Lease with Holzwarth-Flexsenhaur LLC. The agenda item was layed over from the previous Council meeting in order to present the previous lease agreements to the Council before approving the item.

The proposed lease agreement would extend the expired lease from 2017 for the private hangar at a monthly rate of \$1,100. Holzwarth-Flexsenhaur LLC had

previously paid for a hangar door upgrade in which the City agreed to pay back via a rent reduction, however the agreement was not followed through.

Council discussed the accuracy of the current balance owed to Holzwarth-Flexsenhaur LLC and how the LLC was not paying its own garbage pickup.

Councilmember Hilst stated that he had requested a copy of the insurance policy along with the last 12 months of utility bills and had not yet received them. Therefore, he was not supporting the agenda item.

Mayor Pro Tem Cloyd requested copies of the insurance policy, hangar rules and security regulations. Mayor Pro Tem requested that a proposed accelerated payscale, removal of the electricity perk be brought forward.

A motion was made by Mayor Pro Tem Cloyd seconded by Councilmember Orrick to layover the agenda item until the March 27, 2023 Council Meeting. On roll call vote all present voted Aye. Motion carried.

RESULT:	LAYED OVER [UNANIMOUS]
	Next: 3/27/2023 5:30 PM
MOVER:	Becky Cloyd, Mayor Pro tem
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel

NEW BUSINESS - OMNIBUS VOTE AGENDA ITEMS 8.1-8.5

- 8.1 Resolution No. 557-22/23 Award Districts 1 and 5 Mowing RFP To Classy Grass**
- 8.2 Resolution No. 558-22/23 Award Districts 2 and 3 Mowing RFP To Carmody Lawn Services, Inc.**
- 8.3 Resolution No. 559-22/23 Award District 4 Mowing RFP To Premier Landscape Services LLC**
- 8.4 Resolution No. 560-22/23 Award District 6 Mowing RFP To Berlawn**
- 8.5 Resolution No. 561-22/23 Award Districts 7 and 8 Mowing RFP To JW Mowing**

Councilmember Nutter seconded by Councilmember Orrick motioned to approve the following New Business Items and to consolidate as an omnibus vote:

- 8.1. Resolution No. 557-22/23 Award Districts 1 and 5 Mowing RFP To Classy Grass
- 8.2. Resolution No. 558-22/23 Award Districts 2 and 3 Mowing RFP To Carmody Lawn Services, Inc.
- 8.3. Resolution No. 559-22/23 Award District 4 Mowing RFP To Premier Landscape Services LLC
- 8.4. Resolution No. 560-22/23 Award District 6 Mowing RFP To Berlawn
- 8.5. Resolution No. 561-22/23 Award Districts 7 and 8 Mowing RFP To JW Mowing

On roll call vote all present voted Aye. Motion passed.

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

NEW BUSINESS CONTINUED

- 8.1. Item 1 was moved to New Business - Omnibus Vote
- 8.2. Item 2 was moved to New Business - Omnibus Vote
- 8.3. Item 3 was moved to New Business - Omnibus Vote
- 8.4. Item 4 was moved to new Business - Omnibus Vote
- 8.5. Item 5 was moved to New Business - Omnibus Vote
- 8.6. **Resolution No. 562-22/23 Award 336 and 354 Margaret Street Parking Lot to Miller & Son Construction**
Interim City Manager, Mr. Bruce Marston, presented the agenda item to approve and adopt Resolution No. 562-22/23 Award 336 and 354 Margaret Street Parking Lot to

Miller & Son Construction. Mr. Marston explained parking lot reconstruction was located at 336 & 354 Margaret Street behind Ashers Bar & Grill. The City received four bids for the project and staff recommended awarding Alternate 2 that allowed for a concrete parking lot surface as opposed to an asphalt parking lot surface to extend the life cycle of the surface. Additionally, two electric vehicle charging stations were included in the bid by the request of the Infrastructure committee. It was the consensus of the Council to remove the cost of the charging stations from the contract and proceed with only installing conduit for any future needs.

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

- 8.7. **Ordinance No. 4043-22/23 Amending Chapter 2, Article 2, Division 2, Section 1-2 of the City Code Regarding Voting Requirements**
Interim City Manager, Mr. Bruce Marston, presented the agenda item to approve and adopt Ordinance No. 4043-22/23 Amending Chapter 2, Article 2, Division 2, Section 1-2 of the City Code Regarding Voting Requirements. Mr. Marston explained that the City Code required an affirmative vote of four members of the Council to pass any ordinance, resolution, or motion, regardless of how many members were actually present at the meeting or whether there were in vacancies of the Council. The proposed amendment to the City Code would allow for a simple majority of the members present to approve City Business when a quorum was present but less than the full Council present, unless a super-majority was specifically required by law or another City ordinance.

RESULT:	ADOPTED [5 TO 1]
MOVER:	John P Abel, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel
NAYS:	Karen Hohimer

- 8.8. **Ordinance No. 4044-22/23 Declaring Surplus Revenue in the Pekin South Industrial Park Special Tax Allocation Fund and Authorizing Payment of that Surplus Revenue to the Tazewell County Treasurer for Distribution to Affected Taxing Districts on a Pro Rata Basis for Tax Year 2021 Payable 2022**
Interim City Manager, Mr. Bruce Marston, presented the agenda item to approve and adopt Ordinance No. 4044-22/23 Declaring Surplus Revenue in the Pekin South Industrial Park Special Tax Allocation Fund and Authorizing Payment of

that Surplus Revenue to the Tazewell County Treasurer for Distribution to Affected Taxing Districts on a Pro Rata Basis for Tax Year 2021 Payable 2022. Pursuant to the Intergovernmental Agreement with the Pekin Public School Districts No. 303 & 98, \$46,261.17 or 25% of the total real estate tax distributions for real estate tax increment generated by the TIF District in tax year 2021 was declared as a surplus and to be paid to the Tazewell County Treasurer for distribution to the taxing districts in the Redevelopment Project Area in, accordance with the provisions of the TIF Act.

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

BUDGET WORK SESSION PUBLIC SAFETY

9.1. Police Department Budget

Police Chief John Dossey presented a PowerPoint presentation regarding the Police Budget. Chief Dossey discussed the request of a 57th officer to accommodate a second SRO at the High School at the request of the school board. The school district proposed to pay 75% of the salary and benefits of both officers. Brian, representative from the High School spoke regarding the need of a second officer at the high school and answered the Council's questions. Also discussed were the requests for a social worker and code enforcement officer. Chief Dossey continued the presentation regarding the review of the Enterprise Lease Program, discussion of capital requests, including flooring in the police department and updated training equipment, overall discussion of budget and equipment needs and grants and uses.

Deputy Police Chief Seth Ranney added that the police department was looking to update the roll call room in conjunction with Axon to provide shift level training with officers.

9.2. Fire Department Budget

Fire Chief Trent Reeise led the discussion of the Fire Department Budget. Chief Reeise stated that \$200K was cut out of the Fire Department Budget and continued to discuss each line item of revenue and expenditures in detail.

Council discussed pension fund contributions.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Fire Chief Trent Reeise announced that Fire Prevention Officer Josh Peterson has begun safety inspections at local businesses.

City Engineer, Ms. Josie Esker, gave Council an update on Derby Street preliminary plans. Ms. Esker also met with Mr. Madden on site and agreed to add in 3 parking spaces to accommodate his business.

Councilmember Hilst questioned the trucks in the parking lot across from the Police Station. Chief Dossey explained that those trucks were 4 wheel drive investigation vehicles waiting on license plates.

Councilmember Nutter inquired about yard waste pickup and plans for Spruce Up Pekin.

Public Works Director, Mr. Dean Schneider stated that yard waste pickup usually began around April and that they are working with Waste Management to obtain a dumpster for Spruce Up Pekin.

Councilmember Abel suggested that the City should keep in mind the funeral home for sale across from the Police Station as an option for the City.

Mayor Pro Tem Cloyd discussed adding to the next Council Meeting's agenda an item regarding the Historic Preservation Committee and to make appointments for that committee.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 5. PURCHASE OR LEASE OF REAL PROPERTY FOR THE USE OF THE PUBLIC BODY

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

11.1. Motion to: Move into Executive Session to Discuss 5 ILCS 120/2 (c) 5. Purchase or Lease of Real Property for the Use of the Public Body

A motion was made by Councilmember Hilst seconded by Councilmember Orrick to move into Executive Session to discuss 5 ILCS 120/2 (c) 5. Purchase or Lease of Real Property for the Use of the Public Body at 9:30 PM. On roll call vote all present voted Aye. Motion carried.

Mayor Pro Tem Cloyd announced that no action would be taken after Executive Session.

ADJOURN

There being no further business of the Council, a motion was made by Councilmember Hilst seconded by Councilmember Nutter to adjourn the meeting. Motion carried viva voice vote. Mayor Pro Tem adjourned the meeting at 9:50 PM.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: March 27, 2023
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru March 03, 2023

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 03/02/2023 - 12:54PM
 Batch: 00012.02.2023 - missy 1 03-03-23



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
A to Z Rental									
10005									
96073	2/15/2023	7.80	0.00	03/03/2023				No	0
231-031-534400 Equipment Repairs				rope for pull start on pressure washer					
96073 Total:		7.80							
A to Z Rental Total:		7.80							
Absolute Staffing, Inc.									
14864									
5370535	1/23/2023	302.72	0.00	03/03/2023				No	0
100-005-569000 Other Contractual Service				temporary services 1/22/23					
5370535 Total:		302.72							
Absolute Staffing, Inc. Total		302.72							
Advance Auto Parts									
12965									
0943	2/10/2023	43.40	0.00	03/03/2023				No	0
100-032-534000 Automotive Expense				battery cable ends for street #432					
0943 Total:		43.40							
*** 1272	1/10/2023	63.92	0.00	03/03/2023				No	0
501-501-534000 Automotive Expense				oil filter/bus stock					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1272 Total:	63.92							
1590	2/2/2023	15.40	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				wiper blades/police stock					
	1590 Total:	15.40							
1762	2/13/2023	22.91	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				lube/coolant for engine 4					
	1762 Total:	22.91							
1805	2/15/2023	60.16	0.00	03/03/2023				No	0
100-032-534000 Automotive Expense				1 lamp for street 420 and 3 for stock					
	1805 Total:	60.16							
1846	2/16/2023	5.92	0.00	03/03/2023				No	0
100-034-534400 Equipment Repairs				spark plug for saw					
	1846 Total:	5.92							
1898	2/20/2023	150.76	0.00	03/03/2023				No	0
501-501-534000 Automotive Expense				1 brake pad for bus 1932 and 3 brake pads for bus stock					
	1898 Total:	150.76							
2046	2/10/2023	196.87	0.00	03/03/2023				No	0
231-031-534000 Automotive Expense				new starter for red truck					
	2046 Total:	196.87							
2864	2/1/2023	59.67	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				multiple squad accessories					
	2864 Total:	59.67							
2892	2/2/2023	147.12	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				multiple wiper blades and oil filters for police stock					
	2892 Total:	147.12							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2902	2/2/2023	23.62	0.00	03/03/2023				No	0
699-069-534000 Automotive Expense				brake/calipers and grease					
2902 Total:		23.62							
3122	2/8/2023	17.82	0.00	03/03/2023				No	0
223-023-534000 Automotive Expense				mini bulbs for sw11					
3122 Total:		17.82							
*** 3138	2/8/2023	90.29	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				fluid resevoir replacement squad 5173					
3138 Total:		90.29							
3200	2/10/2023	61.22	0.00	03/03/2023				No	0
501-501-534000 Automotive Expense				oil/fuel filters/bus stock					
3200 Total:		61.22							
3394	2/16/2023	10.40	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				mini bulbs for stock					
3394 Total:		10.40							
3949	2/8/2023	18.87	0.00	03/03/2023				No	0
100-032-534000 Automotive Expense				head lamp for street truck 420					
3949 Total:		18.87							
3990	2/9/2023	90.29	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				fluid resevoir replacement/police stock					
3990 Total:		90.29							
4031	2/10/2023	10.31	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				radiator cap for rescue 2					
4031 Total:		10.31							
4206	2/15/2023	11.96	0.00	03/03/2023				No	0
100-032-534000 Automotive Expense				headlight for st 424					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4206 Total:		11.96							
Advance Auto Parts Total:		1,100.91							
AEC Fire-Safety & Security, Inc 11230 265358	11/4/2022	761.28	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				connector plugs for charges on trucks					
265358 Total:		761.28							
AEC Fire-Safety & Securit		761.28							
Alexis Fire Equipment Co. 11112 0074915in	2/7/2023	122.01	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				repairs to engine 3					
0074915in Total:		122.01							
0074931in	2/16/2023	338.10	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				repairs to engine 3					
0074931in Total:		338.10							
Alexis Fire Equipment Co.		460.11							
All Purpose Polygraph 12588 1612	2/13/2023	450.00	0.00	03/03/2023				No	0
100-990-590900 Police And Fire Commission				new hire polygraph jd/pd, bb/fd, sc/pd					
1612 Total:		450.00							
All Purpose Polygraph Tot		450.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
All Small Engine N More LLC 13945									
3992	1/31/2023	915.00	0.00	03/03/2023				No	0
501-501-557200 License And Inspection Fees				bus inspections (15)					
3992 Total:		915.00							
4008	1/31/2023	61.00	0.00	03/03/2023				No	0
501-501-557200 License And Inspection Fees				bus inspections (1)					
4008 Total:		61.00							
All Small Engine N More L		976.00							
Allegra Print & Imaging 10016									
67537	2/14/2023	44.00	0.00	03/03/2023				No	0
100-761-520200 Office Supplies				desk and wall plates					
67537 Total:		44.00							
Allegra Print & Imaging To		44.00							
Allen, Daniel 13749									
expense-021123	2/11/2023	28.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to chillicothe 2/11/23					
expense-021123 Total:		28.00							
expense-021623	2/16/2023	26.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to east peoria 2/16/23					
expense-021623 Total:		26.00							
Allen, Daniel Total:		54.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Altorfer Inc 10019									
pc020737091	2/4/2023	611.11	0.00	03/03/2023				No	0
231-031-534400 Equipment Repairs				window for tractor that broke					
pc020737091 Total:		611.11							
pc020737614	2/9/2023	17.74	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				o-rings and connectors for excavator					
pc020737614 Total:		17.74							
Altorfer Inc Total:		628.85							
Amerencilco 10021									
*** 0780071001	2/7/2023	28.23	0.00	03/03/2023				No	0
240-240-550500 Electricity For Street Lights				500 petri ln street lights 1/5-2/5/23					
0780071001 Total:		28.23							
*** 0931067015	2/20/2023	28.65	0.00	03/03/2023				No	0
100-068-550100 Utilities				324 court st 1/18-2/16/23					
0931067015 Total:		28.65							
*** 1270092007	2/7/2023	195.03	0.00	03/03/2023				No	0
525-525-550100 Utilities				13906 airport ln electrical vault 1/5-2/5/23					
1270092007 Total:		195.03							
*** 1720124012	2/21/2023	315.07	0.00	03/03/2023				No	0
100-068-550100 Utilities				3224 court st shed 1/19-2/19/23					
1720124012 Total:		315.07							
*** 2063131008	2/16/2023	1,558.65	0.00	03/03/2023				No	0
240-240-550600 Electricity For Signal Lights				traffic lighting 12/18-2/13/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	2063131008 Total:	1,558.65							
*** 2349029006	2/17/2023	1,212.27	0.00	03/03/2023				No	0
231-030-550100 Utilities				liftstations 12/19/22-2/13/23					
	2349029006 Total:	1,212.27							
*** 3139109012	2/7/2023	50.94	0.00	03/03/2023				No	0
240-240-550500 Electricity For Street Lights				hanna rd street lights 1/5-2/5/23					
	3139109012 Total:	50.94							
*** 4984141001	2/21/2023	38.24	0.00	03/03/2023				No	0
240-240-550600 Electricity For Signal Lights				traffic signals at court & entrance 1/19-2/19/23					
	4984141001 Total:	38.24							
*** 8288305023	2/20/2023	81.38	0.00	03/03/2023				No	0
100-068-550100 Utilities				407 court st 1/18-2/16/23					
	8288305023 Total:	81.38							
	Amerencilco Total:	3,508.46							
Appell, Nick 14573 expesne-0213	2/13/2023	54.00	0.00	03/03/2023				No	0
100-761-519000 Training And Education				police training 2/13-2/14/23					
	expesne-0213 Total:	54.00							
	Appell, Nick Total:	54.00							
Armature Motor & Pump Co. 12391									
*** 39084	1/18/2023	1,183.00	0.00	03/03/2023				No	0
231-030-534400 Equipment Repairs				repair to pump at state st liftstation					
*** 39084	1/18/2023	8,652.00	0.00	03/03/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
231-030-529000 Equipment					purchase of pump for state st liftstation				
39084 Total:		9,835.00							
Armature Motor & Pump C		9,835.00							
Arrow Energy 14369									
140135	2/17/2023	14,738.96	0.00	03/03/2023				No	0
525-000-160100 Fuel Inventory					airport jet a fuel				
140135 Total:		14,738.96							
Arrow Energy Total:		14,738.96							
Atlas Supply Company 10038									
032611	2/16/2023	106.72	0.00	03/03/2023				No	0
100-034-522400 General Supplies					lava soap bars				
032611 Total:		106.72							
Atlas Supply Company Tot		106.72							
Beck Oil Company of Illinois 14623									
13123	2/6/2023	322.00	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense					squad car washes for january 2023				
13123 Total:		322.00							
Beck Oil Company of Illin		322.00							
Big Rays Express 14503									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
29964	2/16/2023	62.95	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				oil change for squad 51710					
29964 Total:		62.95							
29981	2/17/2023	80.95	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				oil change for squad 5208					
29981 Total:		80.95							
30173	2/22/2023	62.95	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				oil change for squad 5164					
30173 Total:		62.95							
30174	2/22/2023	80.95	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				oil change for squad 5202					
30174 Total:		80.95							
30182	2/22/2023	80.95	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				oil change for squad 5207					
30182 Total:		80.95							
Big Rays Express Total:		368.75							
Bobcat of Peoria, Inc.									
11518									
01-76464	1/2/2023	2,100.00	0.00	03/03/2023				No	0
100-032-524000 Lease/rental Of Equipment				11/30/22-12/30/22 rental on articulated loader					
01-76464 Total:		2,100.00							
01-76469	1/30/2023	2,100.00	0.00	03/03/2023				No	0
100-032-524000 Lease/rental Of Equipment				12/30/22-01/30/23 rental on articulated loader					
01-76469 Total:		2,100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	Bobcat of Peoria, Inc. Tot	4,200.00							
Brightspeed 10111									
*** 304022613	2/10/2023	115.40	0.00	03/03/2023				No	0
100-009-550300 Telephone				phone service for fax line 2/10-3/09/23					
304022613 Total:		115.40							
*** 304025584	2/10/2023	192.58	0.00	03/03/2023				No	0
100-009-550300 Telephone				north & south fire dept service 2/10-3/09/23					
304025584 Total:		192.58							
*** 304027612	2/13/2023	146.46	0.00	03/03/2023				No	0
100-009-550300 Telephone				phone service for pager lines 1/13-2/12/23					
304027612 Total:		146.46							
*** 304062244	1/25/2023	102.25	0.00	03/03/2023				No	0
100-009-550300 Telephone				2 wire fire pagers 1/25-2/24/23					
304062244 Total:		102.25							
Brightspeed Total:		556.69							
Calpine Energy Solutions 10590									
*** 2305200176304	2/21/2023	107.37	0.00	03/03/2023				No	0
240-240-550600 Electricity For Signal Lights				traffic lights 12/27-01/26/23					
*** 2305200176304	2/21/2023	6,485.83	0.00	03/03/2023				No	0
240-240-550500 Electricity For Street Lights				street lights 12/15/22-01/18/23					
*** 2305200176304	2/21/2023	1,481.38	0.00	03/03/2023				No	0
231-030-550100 Utilities				liftstations 1/2-1/31/23					
*** 2305200176304	2/21/2023	789.31	0.00	03/03/2023				No	0
100-068-550100 Utilities				1411 elmgrove tower & 1130 koch unit a 1/1-2/1/23					
*** 2305200176304	2/21/2023	1,915.80	0.00	03/03/2023				No	0
100-068-550100 Utilities				public properties 1/2-1/31/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 2305200176304	2/21/2023	17,032.88	0.00	03/03/2023				No	0
231-031-550100 Utilities				606 s front & 2500 s 2nd 1/2-2/1/23					
*** 2305200176304	2/21/2023	1,429.09	0.00	03/03/2023				No	0
525-525-550100 Utilities				various airport locations 1/5-2/5/23					
*** 2305200176304	2/21/2023	986.71	0.00	03/03/2023				No	0
501-501-550100 Utilities				vmf at 1130 koch 12/15-1/17/23					
*** 2305200176304	2/21/2023	2,173.86	0.00	03/03/2023				No	0
100-034-550100 Utilities				3232 court and 272 derby 12/13-01/16/23					
*** 2305200176304	2/21/2023	986.73	0.00	03/03/2023				No	0
699-069-550100 Utilities				1130 koch unit b 01/01-02/01/23					
*** 2305200176304	2/21/2023	579.77	0.00	03/03/2023				No	0
100-032-550100 Utilities				1208 & 1140 koch 01/01-02/01/23					
230520017630423 Total:		33,968.73							
Calpine Energy Solutions T		33,968.73							
Cascade Engineering									
11808									
*** 30582402	2/2/2023	1,000.00	0.00	03/03/2023				No	0
223-026-598200 Grant Expenses				recycle grant for recycle carts (64)					
*** 30582402	2/2/2023	2,450.00	0.00	03/03/2023				No	0
223-026-529000 Equipment				64 recycle carts					
*** 30582402	2/2/2023	27,885.00	0.00	03/03/2023				No	0
223-023-529000 Equipment				96 gallons carts					
30582402 Total:		31,335.00							
Cascade Engineering Total		31,335.00							
Cat Financial Services									
10104									
*** 02132023	2/13/2023	1,383.61	0.00	03/03/2023				No	0
445-041-524000 Lease/Rental of Equipment				principal on wheel loader 2/13/23					
*** 02132023	2/13/2023	289.56	0.00	03/03/2023				No	0
445-041-590400 Interest Paid				interest on wheel loader 2/13/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
02132023 Total:		1,673.17							
Cat Financial Services Tota		1,673.17							
Center for Prevention of Abuse 12233									
010923	1/9/2023	31,314.47	0.00	03/03/2023				No	0
261-322-511200 Public Serv Activity/Delivery				subrecipient payment/reimbursement request PY2022					
010923 Total:		31,314.47							
Center for Prevention of A		31,314.47							
Centre State International Trucks, Inc. 10109									
01p78157	2/17/2023	108.64	0.00	03/03/2023				No	0
223-023-534000 Automotive Expense				washer fluid tank for sw7					
01p78157 Total:		108.64							
Centre State International T		108.64							
CINTAS Corporation 10115									
4146082236	2/9/2023	196.56	0.00	03/03/2023				No	0
699-069-569000 Other Contractual Service				vmf cleaning uniform 2/9/23					
4146082236 Total:		196.56							
4146783682	2/16/2023	196.56	0.00	03/03/2023				No	0
699-069-569000 Other Contractual Service				vmf cleaning uniform 2/16/23					
4146783682 Total:		196.56							
CINTAS Corporation Total		393.12							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
City Solutions Consulting LLC 14124									
103	2/27/2023	1,920.00	0.00	03/03/2023				No	0
208-208-560500 Consulting Services				consulting fees 2/15-2/27/23					
103 Total:		1,920.00							
City Solutions Consulting		1,920.00							
Coe Equipment Inc 10123									
81067	2/9/2023	362.36	0.00	03/03/2023				No	0
231-030-534000 Automotive Expense				valve, ball and maniforld for vactor					
81067 Total:		362.36							
Coe Equipment Inc Total:		362.36							
Cole, William 14808									
*** expense-0223	2/23/2023	26.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to normal 02/07/23					
expense-0223 Total:		26.00							
Cole, William Total:		26.00							
Comcast Cable 11073									
*** 203130001183	2/2/2023	104.29	0.00	03/03/2023				No	0
100-990-569000 Other Contractual Service				111 s capitol st 2/8-3/7/23					
203130001183 Total:		104.29							
*** 203130447667	2/4/2023	202.85	0.00	03/03/2023				No	0
100-032-569000 Other Contractual Service				traffic cameras at 2820 court 2/11-3/10/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
203130447667 Total:		202.85							
*** 203130449291	2/1/2023	121.85	0.00	03/03/2023				No	0
100-032-569000 Other Contractual Service				traffic cameras at 1340 park ave 2/8-3/7/23					
203130449291 Total:		121.85							
*** 203130449325	2/2/2023	121.85	0.00	03/03/2023				No	0
100-032-569000 Other Contractual Service				traffic cameras at 1500 s 2nd st 2/9-3/8/23					
203130449325 Total:		121.85							
*** 203130641400	2/1/2023	121.85	0.00	03/03/2023				No	0
100-032-569000 Other Contractual Service				traffic cameras at 2600 s 2nd 2/6-3/5/23					
203130641400 Total:		121.85							
Comcast Cable Total:		672.69							
Confidential Security Corp 10891 99970	1/31/2023	52.50	0.00	03/03/2023				No	0
100-761-569000 Other Contractual Service				confidential material disposal 1/25/23					
99970 Total:		52.50							
Confidential Security Corp		52.50							
Conway Shield 14482 0503252	2/10/2023	1,025.00	0.00	03/03/2023				No	0
100-034-529000 Equipment				2 armor helmets					
0503252 Total:		1,025.00							
0503521	2/15/2023	805.00	0.00	03/03/2023				No	0
100-034-529000 Equipment				hose nozzle					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	0503521 Total:	805.00							
0503974	2/23/2023	1,266.74	0.00	03/03/2023				No	0
100-034-529000 Equipment				8 armored vests					
	0503974 Total:	1,266.74							
	Conway Shield Total:	3,096.74							
Cook and Son Autobody 11398									
5204-1	2/21/2023	162.50	0.00	03/03/2023				No	0
695-093-518133 Claims Paid / Police Prot				primary supplement 1 to squad 5204					
	5204-1 Total:	162.50							
	Cook and Son Autobody T	162.50							
Core & Main 10255									
s268319	2/7/2023	2,200.00	0.00	03/03/2023				No	0
231-033-564100 Drainage Improvements				grates for stock/catch basin repairs					
	s268319 Total:	2,200.00							
	Core & Main Total:	2,200.00							
Cruce Aviation 13646									
632	2/22/2023	4,700.00	0.00	03/03/2023				No	0
525-525-569000 Other Contractual Service				consulting fees/airport 1/29-2/25/23					
	632 Total:	4,700.00							
	Cruce Aviation Total:	4,700.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
David Burling Excavating Inc 10091									
48424	1/25/2023	1,275.00	0.00	03/03/2023				No	0
100-068-536300 Snow Removal - Salt				snow removal 1/25/23 and salt service fee/at city hall					
48424 Total:		1,275.00							
David Burling Excavating		1,275.00							
Dynamic Design Software 12811									
20230222-1547	2/22/2023	496.00	0.00	03/03/2023				No	0
100-009-538000 Maintenance Agreements				annual renewal for crime free software 1/1/23-1/1/24					
20230222-1547 Total:		496.00							
Dynamic Design Software		496.00							
Eden K9 Consulting & Training Corp 13819									
3363	2/20/2023	174.00	0.00	03/03/2023				No	0
100-009-538000 Maintenance Agreements				k9 software maintenance 3/30/23-3/30/24					
3363 Total:		174.00							
Eden K9 Consulting & Tra		174.00							
Enterprise FM Trust 14302									
*** fbn4674955	2/4/2023	1,210.63	0.00	03/03/2023				No	0
100-032-524000 Lease/rental Of Equipment				february 2023 F550 lease payment					
*** fbn4674955	2/4/2023	13,260.75	0.00	03/03/2023				No	0
100-761-524000 Lease/rental Of Equipment				february 2023 squad car lease payment					
fbn4674955 Total:		14,471.38							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Enterprise FM Trust Total:		14,471.38							
Fales, Colton 14355 expense-020723	2/7/2023	186.25	0.00	03/03/2023				No	0
100-034-519000 Training And Education				paramedic exam and Fisdap exam reimbursement					
expense-020723 Total:		186.25							
Fales, Colton Total:		186.25							
Farnsworth Group Inc 10180 240268	2/14/2023	4,351.50	0.00	03/03/2023	CSP3-ENGR	engr		No	0
231-000-150700 Sewers				riverfront demo for CSO phase 3					
240268 Total:		4,351.50							
Farnsworth Group Inc Total:		4,351.50							
Five Star Water 12219 *** 106351	2/9/2023	33.85	0.00	03/03/2023				No	0
231-031-569000 Other Contractual Service				drinking water delivered 2/3/23					
106351 Total:		33.85							
Five Star Water Total:		33.85							
Flick, Val 10848 expense-020623	2/6/2023	26.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 2/6/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
expense-020623 Total:		26.00							
expense-021123	2/11/2023	15.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 2/11/23					
expense-021123 Total:		15.00							
Flick, Val Total:		41.00							
Fuchs, Lisa 14475									
expense-021623	2/16/2023	15.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to springfield 2/16/23					
expense-021623 Total:		15.00							
Fuchs, Lisa Total:		15.00							
G A Rich & Sons Inc 10212									
1473902	2/13/2023	10,954.06	0.00	03/03/2023				No	0
231-030-564000 Sewer Maintenance/Improvement				807 prince st sewer repair					
1473902 Total:		10,954.06							
1473903	2/13/2023	24,979.20	0.00	03/03/2023				No	0
231-030-564000 Sewer Maintenance/Improvement				328 elizabeth sewer lateral repair					
1473903 Total:		24,979.20							
G A Rich & Sons Inc Total		35,933.26							
Gallery Ford Pekin 10683									
15256eod	12/13/2022	1,666.39	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				parts/labor for rescue 2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
15256eod Total:		1,666.39							
2427	1/24/2023	136.25	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				coil replacement squad 5150b					
2427 Total:		136.25							
2474	2/7/2023	334.55	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				pump assembly for fire rescue 2					
2474 Total:		334.55							
Gallery Ford Pekin Total:		2,137.19							
Garcia, Baltazar 14852									
2213 court un B	2/24/2023	1,150.00	0.00	03/03/2023	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition/moving expenses for baltazar, garci					
2213 court un B Total:		1,150.00							
2213 court un c	2/24/2023	6,300.00	0.00	03/03/2023	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition/rent supplement baltazar, garcia					
2213 court un c Total:		6,300.00							
Garcia, Baltazar Total:		7,450.00							
Gatehouse Media (Pekin Times) 10794									
0005278545	2/13/2023	43.00	0.00	03/03/2023				No	0
100-004-551000 Printing And Publications				bid notice sale of court st and salt barn slab					
0005278545 Total:		43.00							
0005278757	2/13/2023	694.00	0.00	03/03/2023				No	0
100-990-590900 Police And Fire Commission				newspaper ad for original appt/journal star & pekin times					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0005278757 Total:		694.00							
Gatehouse Media (Pekin T		737.00							
Gem City Tire 12935									
*** 38980	2/13/2023	2,349.68	0.00	03/03/2023				No	0
223-026-534000 Automotive Expense				4 tires/balancing					
*** 38980	2/13/2023	1,012.34	0.00	03/03/2023				No	0
223-023-534000 Automotive Expense				2 tires/balancing					
38980 Total:		3,362.02							
Gem City Tire Total:		3,362.02							
GFI Digital 13867									
2459235	2/9/2023	300.00	0.00	03/03/2023				No	0
100-009-569000 Other Contractual Service				equipment move/copiers					
2459235 Total:		300.00							
GFI Digital Total:		300.00							
GFL Environmental Services USA, Inc. 14249									
p90005199598	2/15/2023	3,901.61	0.00	03/03/2023				No	0
223-026-566502 Recycling Expense				curbside recycle fee 2/1-2/15/23					
p90005199598 Total:		3,901.61							
GFL Environmental Servic		3,901.61							

Groves, Andrew and Kristina

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14853									
2201 court st	2/24/2023	1,250.00	0.00	03/03/2023	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2201 court st					
2201 court st Total:		1,250.00							
2201 court st 1	2/24/2023	4,600.00	0.00	03/03/2023	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2201 court st unit 1 rent suplement					
2201 court st 1 Total:		4,600.00							
Groves, Andrew and Kristi		5,850.00							
Gutters by Tunyuck									
14510									
853610	2/12/2023	1,150.00	0.00	03/03/2023				No	0
100-766-536100 Property Cleanup Fees				property clean up with dumpster at 203 and 205 herget 2/12.					
853610 Total:		1,150.00							
Gutters by Tunyuck Total:		1,150.00							
Hall, Alisa									
14630									
expense-0223	2/23/2023	41.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to manteno 2/11/23					
expense-0223 Total:		41.00							
Hall, Alisa Total:		41.00							
Hanson Professional Srves Inc									
10248									
1100331	2/9/2023	33,271.66	0.00	03/03/2023	DERB-ENGR	engr		No	0
445-041-561200 Engineering Fees				derby st engineering 8th-14th st					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
1100331 Total:		33,271.66							
1100478	2/15/2023	119,829.79	0.00	03/03/2023	CT8T-00oV	engr		No	0
445-041-561200 Engineering Fees				court st phase II engineering					
1100478 Total:		119,829.79							
Hanson Professional Srves		153,101.45							
Harris Pest Control 10251									
121347	2/2/2023	60.00	0.00	03/03/2023				No	0
525-525-566600 Pest Control				pest control at airport 2/2/23					
121347 Total:		60.00							
Harris Pest Control Total:		60.00							
Havens, Michelle 11019									
expense-021123	2/11/2023	41.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to manteno 2/11/23					
expense-021123 Total:		41.00							
expense-021423	2/14/2023	26.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to normal 2/14/23					
expense-021423 Total:		26.00							
Havens, Michelle Total:		67.00							
Herr Petroleum Corporation 12712									
d40127	2/13/2023	15,048.65	0.00	03/03/2023				No	0
699-000-160100 Fuel Inventory				3998 gallons of diesel fuel delivered 2/13/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
d40127 Total:		15,048.65							
Herr Petroleum Corporatio		15,048.65							
Hoerr Construction Inc 10269									
*** 123035	2/14/2023	20,750.00	0.00	03/03/2023	2023-0SWR	contr		No	0
261-319-511300 Public Facilities & Infra					2023 sewer lining/derby st				
*** 123035	2/14/2023	28,979.00	0.00	03/03/2023	2023-0SWR	contr		No	0
261-320-511300 Public Facilities & Infra					2023 sewer lining/derby st				
*** 123035	2/14/2023	199,294.80	0.00	03/03/2023	2023-0SWR	contr		No	0
261-321-511300 Public Facilities & Infra					2023 sewer lining/derby st				
123035 Total:		249,023.80							
Hoerr Construction Inc Tot		249,023.80							
Holobaugh, Kendra 14854									
expense-021523	2/15/2023	54.00	0.00	03/03/2023				No	0
501-501-557200 License And Inspection Fees					cdl reimbursement				
expense-021523 Total:		54.00							
Holobaugh, Kendra Total:		54.00							
Homer Tree Service, Inc. 14855									
16711	2/23/2023	31,000.00	0.00	03/03/2023	ARPA-0CSO	contr		No	0
231-000-150700 Sewers					tree removal at riverfront for CSO project				
16711 Total:		31,000.00							
Homer Tree Service, Inc. T		31,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
IL American Water 10291									
*** 210000995141	2/15/2023	92.97	0.00	03/03/2023				No	0
100-068-550100 Utilities				3232 court st 1/18-2/14/23					
210000995141 Total:		92.97							
*** 210001081816	2/16/2023	18.52	0.00	03/03/2023				No	0
100-068-550100 Utilities				633 margaret st yd hy 1/18-2/14/23					
210001081816 Total:		18.52							
*** 210001269890	2/16/2023	15.86	0.00	03/03/2023				No	0
100-068-550100 Utilities				502 s 2nd st yd hy 1/18-2/14/23					
210001269890 Total:		15.86							
*** 210002094969	2/16/2023	22.11	0.00	03/03/2023				No	0
100-068-550100 Utilities				100 state st 1/18-2/14/23					
210002094969 Total:		22.11							
*** 210002243143	2/15/2023	22.11	0.00	03/03/2023				No	0
100-068-550100 Utilities				2500 s 2nd st 1/18-2/14/23					
210002243143 Total:		22.11							
*** 210002282773	2/16/2023	151.51	0.00	03/03/2023				No	0
100-068-550100 Utilities				111 s capitol st 1/18-2/14/23					
210002282773 Total:		151.51							
*** 210002365869	2/16/2023	15.86	0.00	03/03/2023				No	0
100-068-550100 Utilities				400 n 7th st yd hy 1/18-2/14/23					
210002365869 Total:		15.86							
*** 210003283755	2/13/2023	22.11	0.00	03/03/2023				No	0
100-068-550100 Utilities				1842 court st yd hy 1/13-2/10/23					
210003283755 Total:		22.11							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 210004789874	2/6/2023	379.02	0.00	03/03/2023				No	0
231-031-550100 Utilities				606 s front st sewer plant 12/15/22-01/17/23					
210004789874 Total:		379.02							
*** 220000296568	2/15/2023	26.11	0.00	03/03/2023				No	0
100-068-550100 Utilities				107 front st restrooms 18-2/14/23					
220000296568 Total:		26.11							
*** 220038853805	2/16/2023	28.04	0.00	03/03/2023				No	0
100-068-550100 Utilities				3224 court st 1/18-2/14/23					
220038853805 Total:		28.04							
IL American Water Total:		794.22							
IL Environmental Protection Agency 11923									
*** L17-4856	1/17/2023	284,038.86	0.00	03/03/2023				No	0
231-000-218600 IEPA Loan L17- 4856				principle payment on L17-4856					
*** L17-4856	1/17/2023	89,443.22	0.00	03/03/2023				No	0
231-029-590400 Interest Paid				interest payment on L17-4856					
L17-4856 Total:		373,482.08							
IL Environmental Protectio		373,482.08							
IL Oil Marketing Equipment 10313									
36174	2/17/2023	725.00	0.00	03/03/2023				No	0
699-069-569000 Other Contractual Service				tank testing 2/17/23					
36174 Total:		725.00							
IL Oil Marketing Equipme		725.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Illini Plumbing, Inc. 12264 17851	2/15/2023	270.00	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep				fire station #1 driveway cleanout 2/15/23					
17851 Total:		270.00							
Illini Plumbing, Inc. Total:		270.00							
IML 14766 1334	2/16/2023	35.00	0.00	03/03/2023				No	0
100-005-551000 Printing And Publications				job posting for city manager 2/16/23					
1334 Total:		35.00							
IML Total:		35.00							
Innovative Medical Therapies LLC 14507 1612	2/9/2023	150.00	0.00	03/03/2023				No	0
501-501-559000 Medical Expense/supplies				physical & drug screen for LF					
1612 Total:		150.00							
1613	2/14/2023	150.00	0.00	03/03/2023				No	0
501-501-559000 Medical Expense/supplies				physical & drug screen for LR					
1613 Total:		150.00							
Innovative Medical Therap		300.00							
Intelagard 14856 74768	2/13/2023	1,676.33	0.00	03/03/2023				No	0
100-034-519000 Training And Education				LIB module for training					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
74768 Total:		1,676.33							
Intelagard Total:		1,676.33							
Interstate Batteries of Centra									
10330									
*** 20019669	2/9/2023	268.74	0.00	03/03/2023				No	0
100-032-534000 Automotive Expense				batteries for street dept/stock					
*** 20019669	2/9/2023	278.85	0.00	03/03/2023				No	0
501-501-534000 Automotive Expense				3 batteries/bus dept stock					
*** 20019669	2/9/2023	185.90	0.00	03/03/2023				No	0
223-023-534000 Automotive Expense				batteries for stock					
20019669 Total:		733.49							
*** 49012008	2/10/2023	374.91	0.00	03/03/2023				No	0
501-501-534000 Automotive Expense				3 batteries					
*** 49012008	2/10/2023	374.91	0.00	03/03/2023				No	0
223-023-534000 Automotive Expense				3 batteries					
49012008 Total:		749.82							
Interstate Batteries of Cent		1,483.31							
Jones, Rob									
11207									
expense-0223	2/13/2023	240.78	0.00	03/03/2023				No	0
100-761-519000 Training And Education				k-9 testing 2/13-2/14/23					
expense-0223 Total:		240.78							
Jones, Rob Total:		240.78							
Kallister, David									
12389									
expense-0223	2/16/2023	26.00	0.00	03/03/2023				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					charter to brimfield 2/16/23				
expense-0223 Total:		26.00							
Kallister, David Total:		26.00							
Key Equipment 10353 stl203188	2/1/2023	1,820.39	0.00	03/03/2023				No	0
231-033-534000 Automotive Expense					drag shoe scraper, dirt shoe for sweeper				
stl203188 Total:		1,820.39							
Key Equipment Total:		1,820.39							
Kimball Midwest 11679 100792886	2/23/2023	374.01	0.00	03/03/2023				No	0
100-032-522400 General Supplies					blast wipes, fittings, grease for shop				
100792886 Total:		374.01							
Kimball Midwest Total:		374.01							
Laser Electric Inc 10367 sc25460	2/12/2023	272.08	0.00	03/03/2023				No	0
100-032-532000 Electronic Equipment Main					repaired signals at 8th & broadway 12/13/22				
sc25460 Total:		272.08							
sc25482	2/12/2023	399.00	0.00	03/03/2023				No	0
100-032-532000 Electronic Equipment Main					repaired signals at court & 10th 12/19/22				
sc25482 Total:		399.00							
sc25484	2/14/2023	5,443.55	0.00	03/03/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-532000 Electronic Equipment Main				repaired signals at court & allentown 12/18/22					
sc25484 Total:		5,443.55							
sc25485	2/12/2023	340.14	0.00	03/03/2023				No	0
100-032-532000 Electronic Equipment Main				repaired signals at court & 10th 12/18/22					
sc25485 Total:		340.14							
sc25486	2/12/2023	768.00	0.00	03/03/2023				No	0
100-032-532000 Electronic Equipment Main				repaired signals at broadway & 11th 12/19/22					
sc25486 Total:		768.00							
Laser Electric Inc Total:		7,222.77							
Lauterbach & Amen, LLP 14315									
75104	12/31/2022	44,015.00	0.00	03/03/2023				No	0
100-990-560100 Auditing Fees				fy20 audit services through 12/31/22					
75104 Total:		44,015.00							
Lauterbach & Amen, LLP T		44,015.00							
Linde Gas & Equipment 10518									
32558247	11/22/2022	147.65	0.00	03/03/2023				No	0
100-034-524000 Lease/rental Of Equipment				rent on cylinder 10/20-11/20/22					
32558247 Total:		147.65							
33152086	12/22/2022	157.68	0.00	03/03/2023				No	0
100-034-524000 Lease/rental Of Equipment				rent on cylinder 11/20-12/20/22					
33152086 Total:		157.68							
33706137	1/23/2023	125.90	0.00	03/03/2023				No	0
100-034-524000 Lease/rental Of Equipment				rent on cylinder 12/20/22-1/20/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
33706137 Total:		125.90							
33961475	1/31/2023	542.86	0.00	03/03/2023				No	0
100-034-524000 Lease/rental Of Equipment				rent on cylinder 12/20/22-01/20/23					
33961475 Total:		542.86							
34297182	2/22/2023	112.47	0.00	03/03/2023				No	0
100-034-524000 Lease/rental Of Equipment				rent on cylinder 1/20-2/20/23					
34297182 Total:		112.47							
71927239	12/31/2022	805.78	0.00	03/03/2023				No	0
100-034-524000 Lease/rental Of Equipment				rent on cylinder 12/31/2022					
71927239 Total:		805.78							
Linde Gas & Equipment To		1,892.34							
Macqueen Emergency									
10230									
p01460	2/15/2023	964.66	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				repairs to ladder 1					
p01460 Total:		964.66							
p01474	2/22/2023	190.82	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				repairs to engine 2					
p01474 Total:		190.82							
Macqueen Emergency Tota		1,155.48							
Marien, Charles									
14857									
expense-0223	2/6/2023	26.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 2/6/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	expense-0223 Total:	26.00							
	Marien, Charles Total:	26.00							
Maurer-Stutz Inc 10402 43592	1/31/2023	2,095.00	0.00	03/03/2023				No	0
100-990-569000 Other Contractual Service				flood plain opinion for residential TIFs					
	43592 Total:	2,095.00							
	Maurer-Stutz Inc Total:	2,095.00							
McCarroll, Josh 14858 02132023	2/13/2023	750.00	0.00	03/03/2023				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement 3 haussler ct					
	02132023 Total:	750.00							
	McCarroll, Josh Total:	750.00							
McKesson Medical-Surgical Inc. MMSGS 10431 20335717	2/19/2023	47.80	0.00	03/03/2023				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
	20335717 Total:	47.80							
20335804	2/19/2023	191.49	0.00	03/03/2023				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
	20335804 Total:	191.49							
20350316	2/22/2023	1,828.06	0.00	03/03/2023				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
20350316 Total:		1,828.06							
20350390	2/22/2023	61.79	0.00	03/03/2023	emergency medical supplies			No	0
100-034-522500 Emergency Medical Supplie									
20350390 Total:		61.79							
20350701	2/23/2023	16.96	0.00	03/03/2023	emergency medical supplies			No	0
100-034-522500 Emergency Medical Supplie									
20350701 Total:		16.96							
20351264	2/23/2023	16.96	0.00	03/03/2023	emergency medical supplies			No	0
100-034-522500 Emergency Medical Supplie									
20351264 Total:		16.96							
McKesson Medical-Surgic		2,163.06							
McMillan, Sue 10407									
expense-020923	2/9/2023	35.20	0.00	03/03/2023	CIMCO meeting 2/9/23			No	0
100-004-554200 Meals Lodging									
expense-020923 Total:		35.20							
McMillan, Sue Total:		35.20							
McNinch, Sheene 14476									
expense-0223	2/14/2023	15.00	0.00	03/03/2023	charter to springfield 2/14/23			No	0
501-501-554200 Meals/Lodging									
expense-0223 Total:		15.00							
McNinch, Sheene Total:		15.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Menards									
10414									
42052	2/3/2023	19.96	0.00	03/03/2023				No	0
100-068-522400 General Supplies				2 toilet paper holders in pd restrooms					
42052 Total:		19.96							
42677	2/13/2023	34.77	0.00	03/03/2023				No	0
100-032-523000 Traffic/Street Signs & Marking				lag screws, hex bolts for signs					
42677 Total:		34.77							
42700	2/13/2023	24.50	0.00	03/03/2023				No	0
100-068-522400 General Supplies				4 bar keeper and 2 brooms					
42700 Total:		24.50							
42762	2/14/2023	27.47	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep				paint supplies for pd lobby					
42762 Total:		27.47							
42824	2/15/2023	101.70	0.00	03/03/2023				No	0
100-034-522400 General Supplies				drill bits, washers, nuts and dial soap at fire dept					
42824 Total:		101.70							
42841	2/15/2023	310.03	0.00	03/03/2023				No	0
100-761-529000 Equipment				parts for lockers in pd					
42841 Total:		310.03							
42905	2/16/2023	115.93	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep				paint for pd lobby					
42905 Total:		115.93							
43105	2/20/2023	9.99	0.00	03/03/2023				No	0
100-034-529000 Equipment				tool bag for fire dept					
43105 Total:		9.99							
43176	2/21/2023	68.14	0.00	03/03/2023				No	0

AP-To Be Paid Proof List (03/02/2023 - 12:54 PM)

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*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List 3-3-23 (3439 : Accounts Payable To Be Paid Proof List thru March 03,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
231-031-534200 Buildings And Grounds Rep					electrical equipment needed for additional outlets in lab				
43176 Total:		68.14							
43181	2/21/2023	26.26	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep					paint supplies for pd lobby				
43181 Total:		26.26							
43322	2/23/2023	110.45	0.00	03/03/2023				No	0
231-031-522400 General Supplies					screws, tar and wood to start work on north primary				
43322 Total:		110.45							
*** 43337	2/23/2023	194.99	0.00	03/03/2023				No	0
100-034-529000 Equipment					shelves for EMS bags				
*** 43337	2/23/2023	29.98	0.00	03/03/2023				No	0
100-034-522400 General Supplies					universal remote				
43337 Total:		224.97							
43385	2/24/2023	99.67	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep					paint supplies in records room				
43385 Total:		99.67							
43402	2/24/2023	29.98	0.00	03/03/2023				No	0
100-034-522400 General Supplies					light bulbs				
43402 Total:		29.98							
Menards Total:		1,203.82							
Mercury Medical 14716									
inv162643	2/23/2023	291.08	0.00	03/03/2023				No	0
100-034-522500 Emergency Medical Supplie					emergency meical equipment				
inv162643 Total:		291.08							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	Mercury Medical Total:	291.08							
Meyers, Sherri 11800 expense-021623 501-501-554200 Meals/Lodging	2/16/2023	15.00	0.00	03/03/2023	charter to springfield 2/16/23			No	0
	expense-021623 Total:	15.00							
	Meyers, Sherri Total:	15.00							
Midwest Transit Equipment 10421 r35100686401 501-501-534000 Automotive Expense	2/16/2023	83.21	0.00	03/03/2023	part/labor for bus 1935			No	0
	r35100686401 Total:	83.21							
x10106552602 501-501-534000 Automotive Expense	2/8/2023	641.44	0.00	03/03/2023	tension belt for bus stock			No	0
	x10106552602 Total:	641.44							
x10106566701 501-501-534000 Automotive Expense	2/16/2023	102.07	0.00	03/03/2023	cable/shift for bus 1102			No	0
	x10106566701 Total:	102.07							
x10106567101 501-501-534000 Automotive Expense	2/16/2023	136.53	0.00	03/03/2023	windshield/shade for bus 1102			No	0
	x10106567101 Total:	136.53							
x10106567201 501-501-534000 Automotive Expense	2/16/2023	136.53	0.00	03/03/2023	windshield/shade bus 1951			No	0
	x10106567201 Total:	136.53							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Midwest Transit Equipmen	1,099.78							
Missouri Network Alliance 14626 46929	2/1/2023	5,611.53	0.00	03/03/2023				No	0
100-009-550300 Telephone				fiber connections for february 2023					
46929 Total:		5,611.53							
Missouri Network Alliance		5,611.53							
Mitchell, Cory 12131 expense-0323	3/6/2023	295.00	0.00	03/03/2023				No	0
100-761-519000 Training And Education				basic evidence technician 3/6-3/10/23					
expense-0323 Total:		295.00							
Mitchell, Cory Total:		295.00							
MJ DeWitte Enterprises 14859 2201court unit1	2/27/2023	4,850.00	0.00	03/03/2023	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				land acquisition 2201 court unit 1/rent supplement for grove					
2201court unit1 Total:		4,850.00							
MJ DeWitte Enterprises To		4,850.00							
Morrow Brothers Ford 14828 nga43070	2/27/2023	36,390.00	0.00	03/03/2023				No	0
445-041-534000 Automotive Expense				2022 ford utility vehicle A43070					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	nga43070 Total:	36,390.00							
	Morrow Brothers Ford Tot	36,390.00							
Mutual Wheel 10439 2734615	12/28/2022	11.63	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				fitting for engine 5					
	2734615 Total:	11.63							
	Mutual Wheel Total:	11.63							
NAPA Auto Parts of Pekin 10441 529579	2/9/2023	38.99	0.00	03/03/2023				No	0
100-032-534000 Automotive Expense				solenoid for 480 tymco					
	529579 Total:	38.99							
529587	2/9/2023	10.99	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				radiator cap for fire dept stock					
	529587 Total:	10.99							
529849	2/13/2023	31.99	0.00	03/03/2023				No	0
231-031-534000 Automotive Expense				washer nozzle for red truck/waste water					
	529849 Total:	31.99							
530219	2/15/2023	92.55	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense				adapter/hydrolic line for engine 2					
	530219 Total:	92.55							
530581	2/20/2023	15.49	0.00	03/03/2023				No	0
100-034-534400 Equipment Repairs				belt for compressor at northside fire dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
530581 Total:		15.49							
NAPA Auto Parts of Pekin		190.01							
NAPT 13066 4934	2/6/2023	285.00	0.00	03/03/2023				No	0
501-501-551600 Dues And Subscriptions				group membership renewal through 12/31/23					
4934 Total:		285.00							
NAPT Total:		285.00							
National Association of Chiefs of Police 13903 20229nc20011358	2/9/2023	110.00	0.00	03/03/2023				No	0
100-761-551600 Dues And Subscriptions				membership dues for JD 3/1/23-3/1/25					
20229nc20011358 Total:		110.00							
National Association of Ch		110.00							
O'Reilly Automotive Stores, Inc. 10456 1262176115	2/2/2023	5.99	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense				vacuum tube for squad 5207					
1262176115 Total:		5.99							
O'Reilly Automotive Stores		5.99							
Palmer, Allison 13820 expense-0323	2/27/2023	273.00	0.00	03/03/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-763-519000 Training And Education					champions of children conference 2023 3/86-3/9/23				
expense-0323 Total:		273.00							
Palmer, Allison Total:		273.00							
Pekin Police Premium Trust 11610									
59	2/16/2023	115,215.32	0.00	03/03/2023				No	0
695-095-517509 Police BCBS Health Ins Plan					03/23 police BCBS premiums				
59 Total:		115,215.32							
Pekin Police Premium Trus		115,215.32							
Pekin Public Library 10488									
02222023	2/22/2023	54,371.38	0.00	03/03/2023				No	0
100-990-496200 PPRT Tax Clearing Acct					january 2023 personal property replacement tax				
02222023 Total:		54,371.38							
Pekin Public Library Total:		54,371.38							
Phillips, Bethany 14478									
expense-0223	2/16/2023	15.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging					charter to springfield 2/16/23				
expense-0223 Total:		15.00							
Phillips, Bethany Total:		15.00							
Price, Cory 14446									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
expense-0123	1/10/2023	94.02	0.00	03/03/2023				No	0
100-034-519000 Training And Education				paramedic books					
expense-0123 Total:		94.02							
Price, Cory Total:		94.02							
Puritan Springs Water 10766									
*** 1523786	2/16/2023	61.68	0.00	03/03/2023				No	0
100-990-569000 Other Contractual Service				water delivery 2/16/23					
1523786 Total:		61.68							
Puritan Springs Water Tota		61.68							
Quadient Finance USA Inc 13754									
0002048442	1/11/2023	3.49	0.00	03/03/2023				No	0
100-761-520400 Postage				postage for records dept					
0002048442 Total:		3.49							
Quadient Finance USA Inc		3.49							
Ragan Communications Inc 10533									
28397	2/8/2023	248.50	0.00	03/03/2023				No	0
100-034-555000 Radio Expense				radio repairs					
28397 Total:		248.50							
Ragan Communications In		248.50							

Ranney, Seth

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
14123									
*** pettycash0223	2/17/2023	300.00	0.00	03/03/2023				No	0
100-763-592600 Special Investigations Exp					official advanced funds/stolz				
*** pettycash0223	2/17/2023	54.72	0.00	03/03/2023				No	0
100-763-592600 Special Investigations Exp					walmart/hard drive/fed case				
*** pettycash0223	2/17/2023	13.82	0.00	03/03/2023				No	0
100-761-599000 Miscellaneous					lunch for fed defendent				
*** pettycash0223	2/17/2023	31.00	0.00	03/03/2023				No	0
100-761-529000 Equipment					shooting supplies for training academy/wolfe				
*** pettycash0223	2/17/2023	31.64	0.00	03/03/2023				No	0
100-764-520200 Office Supplies					colored paper/records				
*** pettycash0223	2/17/2023	5.46	0.00	03/03/2023				No	0
100-761-522400 General Supplies					velcro for axon mounts				
*** pettycash0223	2/17/2023	17.23	0.00	03/03/2023				No	0
100-763-520400 Postage					ship equipment to bloomington pd				
*** pettycash0223	2/17/2023	32.83	0.00	03/03/2023				No	0
100-763-529000 Equipment					materials to hang dry erase board				
*** pettycash0223	2/17/2023	19.70	0.00	03/03/2023				No	0
100-763-529000 Equipment					splice to cell phone computer				
*** pettycash0223	2/17/2023	42.47	0.00	03/03/2023				No	0
100-763-520400 Postage					FBI shipping				
*** pettycash0223	2/17/2023	49.50	0.00	03/03/2023				No	0
100-761-529000 Equipment					usb cables for cell phones				
*** pettycash0223	2/17/2023	7.67	0.00	03/03/2023				No	0
100-761-520400 Postage					shipment back to ray o'herrons				
*** pettycash0223	2/17/2023	46.92	0.00	03/03/2023				No	0
100-761-520400 Postage					ship ezquipment to public safety direct				
*** pettycash0223	2/17/2023	2.73	0.00	03/03/2023				No	0
100-761-529000 Equipment					license plate bolts/little				
*** pettycash0223	2/17/2023	500.00	0.00	03/03/2023				No	0
100-763-592600 Special Investigations Exp					official advanced funds (OAF) stolz				
*** pettycash0223	2/17/2023	12.25	0.00	03/03/2023				No	0
100-761-529000 Equipment					range keys made				
*** pettycash0223	2/17/2023	13.85	0.00	03/03/2023				No	0
100-763-529000 Equipment					materials to hang shelf in lab				
*** pettycash0223	2/17/2023	29.57	0.00	03/03/2023				No	0
100-761-529000 Equipment					heat gun to remove decals from MARV				
*** pettycash0223	2/17/2023	14.50	0.00	03/03/2023				No	0
100-763-522000 Photographic Supplies					camera lens shipped for repair				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
*** pettycash0223	2/17/2023	400.00	0.00	03/03/2023				No	0
100-763-592600 Special Investigations Exp					official advanced funds (OAF)/beecher				
*** pettycash0223	2/17/2023	200.00	0.00	03/03/2023				No	0
100-763-592600 Special Investigations Exp					official advanced funds (OAF)/stolz				
	pettycash0223 Total:	1,825.86							
	Ranney, Seth Total:	1,825.86							
Ray O'Herron Co Inc 10539									
2253240	2/20/2023	224.97	0.00	03/03/2023				No	0
100-761-554300 Tools & Uniforms					shirts for officers				
	2253240 Total:	224.97							
	Ray O'Herron Co Inc Total	224.97							
Reliant Auto Glass 13849									
11600	2/7/2023	365.00	0.00	03/03/2023				No	0
100-761-534000 Automotive Expense					windshield replacment squad 5206				
	11600 Total:	365.00							
	Reliant Auto Glass Total:	365.00							
RoadSafe Traffic Systems, Inc 12789									
166907	2/20/2023	7,250.00	0.00	03/03/2023				No	0
100-032-529000 Equipment					barricades, lights and cones				
	166907 Total:	7,250.00							
	RoadSafe Traffic Systems,	7,250.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Roanoke Concrete Products 10553									
224998	2/20/2023	326.25	0.00	03/03/2023				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sewer repair on elizabeth & 4th					
224998 Total:		326.25							
Roanoke Concrete Product		326.25							
Rotramel, Lauria 14735									
expense-0223	2/14/2023	15.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to springfield 2/14/23					
expense-0223 Total:		15.00							
Rotramel, Lauria Total:		15.00							
S & S Builders Hardware Company 12252									
0576859	2/17/2023	1,122.80	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep				door close for 2nd floor and lock for pd bathroom					
0576859 Total:		1,122.80							
S & S Builders Hardware C		1,122.80							
Sam Harris Clothing 10563									
120346	11/3/2022	281.45	0.00	03/03/2023				No	0
100-034-518900 Uniform Allowance				polos					
120346 Total:		281.45							
120790	11/3/2022	1,049.85	0.00	03/03/2023				No	0
100-034-518900 Uniform Allowance				new hire uniforms					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
120790 Total:		1,049.85							
121137	11/14/2022	110.35	0.00	03/03/2023				No	0
100-034-518900 Uniform Allowance				uniform pieces for funeral					
121137 Total:		110.35							
121140	11/15/2022	1,387.85	0.00	03/03/2023				No	0
100-034-518900 Uniform Allowance				uniform pieces for funeral					
121140 Total:		1,387.85							
Sam Harris Clothing Total:		2,829.50							
SCABAS Inc									
10570									
119614	2/16/2023	150.15	0.00	03/03/2023				No	0
100-034-534400 Equipment Repairs				SCBA repair					
119614 Total:		150.15							
SCABAS Inc Total:		150.15							
Schertz, Christy									
13362									
expense-0223	2/11/2023	15.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to bartonville 2/11/23					
expense-0223 Total:		15.00							
expense-0223-1	2/9/2023	15.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to peoria 2/9/23					
expense-0223-1 Total:		15.00							
expense-0223-2	2/16/2023	15.00	0.00	03/03/2023				No	0
501-501-554200 Meals/Lodging				charter to springfield 2/16/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	expense-0223-2 Total:	15.00							
	Schertz, Christy Total:	45.00							
Schwartz Electric 10579 16854	7/15/2022	165.00	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				removed decorative street light pole on elizabeth					
	16854 Total:	165.00							
17012	9/20/2022	5,520.00	0.00	03/03/2023				No	0
100-032-529000 Equipment				LED light fixtures					
	17012 Total:	5,520.00							
17044	9/27/2022	2,443.76	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				serviced steel lights between sheridan & north parkway dr					
	17044 Total:	2,443.76							
17082	9/30/2022	7,891.15	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				removed/disposed of street light rosemary & primrose					
	17082 Total:	7,891.15							
17083	9/30/2022	-3,200.00	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				credit for pole on invoice 17082					
	17083 Total:	-3,200.00							
17209	12/9/2022	2,047.50	0.00	03/03/2023				No	0
100-990-599999 Contingency				julie locates 11/23-12/6/22					
	17209 Total:	2,047.50							
17246	12/22/2022	892.50	0.00	03/03/2023				No	0
100-990-599999 Contingency				julie locates 12/7-12/21/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
17246 Total:		892.50							
17272	12/30/2022	5,520.00	0.00	03/03/2023				No	0
100-032-529000 Equipment				LED light fixtures					
17272 Total:		5,520.00							
17274	1/6/2023	1,365.00	0.00	03/03/2023				No	0
100-990-599999 Contingency				july locates 12/22/22-01/05/23					
17274 Total:		1,365.00							
17364	2/10/2023	456.90	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				installed LED at court & broadway					
17364 Total:		456.90							
17365	2/10/2023	2,649.60	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				service street lights at margaret & 4th st					
17365 Total:		2,649.60							
17366	2/10/2023	1,630.40	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				services street light at margaret & 5th					
17366 Total:		1,630.40							
17367	2/10/2023	643.80	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				install LED fixtures at 8th & ann eliza					
17367 Total:		643.80							
17423	2/10/2023	4,190.00	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				replace city owned LED lamps on court					
17423 Total:		4,190.00							
17424	2/10/2023	569.59	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				replaced lamp at lake whitehurst					
17424 Total:		569.59							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
17425	2/10/2023	371.90	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				installed city owned LED fixture at 230 maple park					
17425 Total:		371.90							
17426	2/10/2023	411.80	0.00	03/03/2023				No	0
100-032-534400 Equipment Repairs				retrofit lights at lake whitehurst					
17426 Total:		411.80							
17428	2/10/2023	460.84	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep				ballast repair in counsil chambers					
17428 Total:		460.84							
17447	2/17/2023	2,467.50	0.00	03/03/2023				No	0
100-990-599999 Contingency				july locates 2/1-2/14/23					
17447 Total:		2,467.50							
Schwartz Electric Total:		36,497.24							
Security Services, LLC									
12195									
nss0021550	12/31/2022	190.00	0.00	03/03/2023				No	0
100-009-538000 Maintenance Agreements				DNS services 12/1-12/31/22					
nss0021550 Total:		190.00							
nss0023498	1/31/2023	190.00	0.00	03/03/2023				No	0
100-009-538000 Maintenance Agreements				DNS services 1/1-1/31/23					
nss0023498 Total:		190.00							
Security Services, LLC Tot		380.00							
Standard Heating & Cooling									
13042									
sd21103	2/13/2023	632.11	0.00	03/03/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-068-534200 Buildings And Grounds Rep					tempature sensor guage replacement for fire station 2				
sd21103 Total:		632.11							
Standard Heating & Coolin		632.11							
Stewart, Nicole 13588 expense-0223	2/9/2023	15.00	0.00	03/03/2023				No	0
100-004-519000 Training And Education					CIMCO meeting 2/9/23				
expense-0223 Total:		15.00							
Stewart, Nicole Total:		15.00							
Taylor Print Impressions 10143 7155798	2/16/2023	749.77	0.00	03/03/2023				No	0
100-005-569000 Other Contractual Service					direct deposit forms				
7155798 Total:		749.77							
Taylor Print Impressions To		749.77							
Tazewell County Animal Control 10637 012306	2/1/2023	4,058.64	0.00	03/03/2023				No	0
100-761-566700 Care Of Stray Animals					animal control monthly fee 1/1-2/1/23				
012306 Total:		4,058.64							
Tazewell County Animal C		4,058.64							

Tazewell County Recorder
10638

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
03022023	3/1/2023	47.40	0.00	03/03/2023				No	0
100-793-593300 Lien Filing Fee				release of 1 lien					
03022023 Total:		47.40							
03022023-1	3/1/2023	47.40	0.00	03/03/2023				No	0
100-793-593300 Lien Filing Fee				release of 1 lien					
03022023-1 Total:		47.40							
Tazewell County Recorder		94.80							
Tazewell County Recorder 11172									
02242023	2/24/2023	94.80	0.00	03/03/2023				No	0
231-029-593300 Lien Filing Fee				release of 2 waste water liens					
02242023 Total:		94.80							
Tazewell County Recorder		94.80							
TCI Companies, Inc 10661									
02152023	2/15/2023	434.75	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep				city hall sprinkler system start up and winterization 2023					
02152023 Total:		434.75							
TCI Companies, Inc Total:		434.75							
Thompson, Andrew 10649									
expense-0323	2/27/2023	327.00	0.00	03/03/2023				No	0
100-763-519000 Training And Education				champions of children conference 2023 3/6-3/9/23					
expense-0323 Total:		327.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Thompson, Andrew Total:		327.00							
Topless Tree Service 14332									
2107	2/12/2023	905.00	0.00	03/03/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed dead silver maple at 1311 howard ct 2/10/23					
2107 Total:		905.00							
2108	2/12/2023	1,540.00	0.00	03/03/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed dead silver maple at 1300 martha 2/10/23					
2108 Total:		1,540.00							
2109	2/12/2023	375.00	0.00	03/03/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed deadwood at 217 caroline 2/10/23					
2109 Total:		375.00							
2111	2/14/2023	3,095.00	0.00	03/03/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed large hackberry tree at 808 caroline 2/14/23					
2111 Total:		3,095.00							
2112	2/15/2023	4,085.00	0.00	03/03/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed large pin oak tree at 1215 charlotte 2/14/23					
2112 Total:		4,085.00							
2113	2/19/2023	325.00	0.00	03/03/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed dead maple at 1101 market 2/15/23					
2113 Total:		325.00							
2114	2/19/2023	415.00	0.00	03/03/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed dead ash at 409 n 3rd 2/15/23					
2114 Total:		415.00							
2115	2/19/2023	475.00	0.00	03/03/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed dead ash tree at 231 catherine 2/15/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2115 Total:	475.00							
2116	2/19/2023	2,225.00	0.00	03/03/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed 2 dead ash trees at 230 state st 2/15/23					
	2116 Total:	2,225.00							
2118	2/21/2023	2,130.00	0.00	03/03/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed hackberry tree at 703 s 8th 2/20/23					
	2118 Total:	2,130.00							
2119	2/21/2023	1,530.00	0.00	03/03/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed maple tree at 804 winter 2/20/23					
	2119 Total:	1,530.00							
2121	2/23/2023	720.00	0.00	03/03/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed silver maple at 910 s 5th 02/23/23					
	2121 Total:	720.00							
2122	2/23/2023	3,245.00	0.00	03/03/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed large hackberry tree at 332 s 4th 02/23/23					
	2122 Total:	3,245.00							
	Topless Tree Service Total:	21,065.00							
Truck Centers Inc									
10664									
f14039237601	2/9/2023	-131.25	0.00	03/03/2023				No	0
223-026-534000	Automotive Expense			rc1 return/core					
	f14039237601 Total:	-131.25							
f14039272201	2/13/2023	203.32	0.00	03/03/2023				No	0
100-034-534000	Automotive Expense			breather assembly					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
f14039272201 Total:		203.32							
f14039291701	2/15/2023	555.00	0.00	03/03/2023				No	0
223-023-534000 Automotive Expense					windshield for sw13				
f14039291701 Total:		555.00							
Truck Centers Inc Total:		627.07							
Turner Door Inc 13460									
251	2/3/2023	780.00	0.00	03/03/2023				No	0
100-068-534200 Buildings And Grounds Rep					fixed fire station 1 garage door 2/3/23				
251 Total:		780.00							
Turner Door Inc Total:		780.00							
Uftring Auto Group 10829									
159078fow	2/9/2023	295.56	0.00	03/03/2023				No	0
100-034-534000 Automotive Expense					tensioner/v-belt for rescue 2				
159078fow Total:		295.56							
159293fow	2/16/2023	22.32	0.00	03/03/2023				No	0
100-032-534000 Automotive Expense					seal for street 416				
159293fow Total:		22.32							
Uftring Auto Group Total:		317.88							
UniFirst First Aid & Safety 10749									
a128001	2/17/2023	176.28	0.00	03/03/2023				No	0
501-501-569000 Other Contractual Service					replenish 1st aid cabinet at bus dept				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
a128001 Total:		176.28							
UniFirst First Aid & Safety		176.28							
Unity Point Methodist 10521									
7212	2/17/2023	2,250.00	0.00	03/03/2023				No	0
100-034-519000 Training And Education				CPR cards/training					
7212 Total:		2,250.00							
Unity Point Methodist Tota		2,250.00							
University of Illinois 11803									
ufiw8734	2/7/2023	2,000.00	0.00	03/03/2023				No	0
100-034-519000 Training And Education				class for mellen & p. rademaker					
ufiw8734 Total:		2,000.00							
University of Illinois Total:		2,000.00							
Verizon 14122									
9926075413	1/23/2023	765.00	0.00	03/03/2023				No	0
100-009-550300 Telephone				fire dept data 12/24/22-1/23/23					
9926075413 Total:		765.00							
9926863099	2/3/2023	5,233.40	0.00	03/03/2023				No	0
100-009-550300 Telephone				city cell phones 1/4-2/3/23					
9926863099 Total:		5,233.40							
9926863100	2/3/2023	385.06	0.00	03/03/2023				No	0
100-009-550300 Telephone				fire cell phones 1/4-2/3/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
9926863100 Total:		385.06							
9926863101	2/3/2023	3,070.59	0.00	03/03/2023				No	0
100-009-550300 Telephone				police cellular 1/4-2/3/23					
9926863101 Total:		3,070.59							
9926863102	2/3/2023	1,927.08	0.00	03/03/2023				No	0
501-501-555000 Radio Expense				radio/phone for bus dept. 1/4-2/3/23					
9926863102 Total:		1,927.08							
9927468065	2/10/2023	263.14	0.00	03/03/2023				No	0
100-009-550300 Telephone				building & grounds cell 1/11-2/10/23					
9927468065 Total:		263.14							
Verizon Total:		11,644.27							
Vonderheide Floor Coverings 10689									
vm034518	1/30/2023	1,605.00	0.00	03/03/2023				No	0
277-277-584009 General Public Improvements				flooring in office at 3232 court 1/30/23					
vm034518 Total:		1,605.00							
Vonderheide Floor Coverin		1,605.00							
Waters, Noah 14860									
02202023	2/20/2023	750.00	0.00	03/03/2023				No	0
231-030-569000 Other Contractual Service				backwater valve at 12 rose ct					
02202023 Total:		750.00							
Waters, Noah Total:		750.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Will Harms Co 10706 37405	2/1/2023	419.28	0.00	03/03/2023				No	0
100-761-520200 Office Supplies				pens, toner cartridges and hanging file folders					
37405 Total:		419.28							
37414	2/16/2023	252.62	0.00	03/03/2023				No	0
100-034-520200 Office Supplies				bunker boxes, staplers, staples and air dusters					
37414 Total:		252.62							
Will Harms Co Total:		671.90							
Xheka, Shefki & Fieme 14861 2304 court st	2/27/2023	4,000.00	0.00	03/03/2023	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition at 2304 court st					
2304 court st Total:		4,000.00							
Xheka, Shefki & Fieme To		4,000.00							
Report Total:		1,445,287.37							



REQUEST FOR COUNCIL ACTION

Agenda Date: March 27, 2023
To: Council Members
From: Hannah Martin, Zoning Administrator

AGENDA ITEM: Ordinance No. 4045-22/23 Case V 2023-03 319 Court Street

DESCRIPTION: A variance request by Brent Glassey to allow video gaming at a property in a B-2 Central Business District zoning when not ancillary to a restaurant, tavern, club or fraternal organization. Said property is located at 319 Court St and zoned B-2 Central Business District with a legal description of SEC 34 T25N R5W ORIGNIAL TOWN W 26.21 LOT 13 & ALL LOT 11, 12 & W1 LOT 10 BLK 47 SE 1/4, with the following PIN: 04-04-34-433-019, in Tazewell County, Illinois.

The zoning board of appeals heard this request at their March 8, 2023 meeting. Because the property has had continuous ownership and the nonconforming use was lost due to no fault of the applicant, the board recommended approval by a 5-2 vote.

FINANCIAL IMPACT: N/A

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

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

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

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4045-22/23 Variance Request at 317 Court Street

WHEREAS, J&B Rentals (“Petitioner”) is the owner of the property located at 319 Court Street, Pekin, Illinois (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-6-4-2(16) of the City Zoning Code to allow operation of a video gaming parlor in a B-2 Zoning District that is not ancillary to a tavern, restaurant, club, or fraternal organization; 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:

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

Section 2. The variance requested by Petitioner to waive the requirement of section 4-3-6-4-2(16) that a video gaming parlor in a B-2 Zoning District be ancillary to a tavern, restaurant, club, or fraternal organization is approved.

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

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

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

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

MAYOR

ATTEST:

CITY CLERK



Hannah Martin
111 S. Capitol Street
Community Development
Pekin, Illinois 61554
hmmartin@ci.pekin.il.us
(309) 478-5348

Zoning Board of Appeals Review Sheet March 8, 2023

CASE V 2023-03

A variance request by Brent Glassey to allow video gaming at a property in a B-2 Central Business District zoning when not ancillary to a restaurant, tavern, club or fraternal organization. Said property is located at 319 Court St and zoned B-2 Central Business District with a legal description of SEC 34 T25N R5W ORIGINAL TOWN W 26.21 LOT 13 & ALL LOT 11, 12 & W1 LOT 10 BLK 47 SE 1/4, with the following PIN: 04-04-34-433-019, in Tazewell County, Illinois.

SUMMARY

Principal uses under B-2 zoning city code identifies:

“Video gaming, as authorized by Section 5-1-4-6-2, when ancillary to a tavern, restaurant, club, or fraternal organization.” – Sec. 4-3-6-4-2 (16)

The property in question has previously operated as a stand-alone gaming café. The operation had begun prior to the current code being adopted by council (2021) and was a legal nonconforming use after the adoption. That legal nonconforming status ceases per Sec. 4-3-2-2-3 (3) “If such nonconforming use of land ceases for any reason for a period of more than 180 days, any subsequent use of such land shall conform to the regulations specified by this Subdivision for the district in which such land is located.”

The property in question ceased operation as a gaming café (Wild Aces) on February 23, 2022. No new video gaming operation was proposed until after the 180 days had expired. The earliest anyone had expressed interest to the city about operating a gaming café was November 30th, 2022.

Since then, staff has explored the definition of “ancillary to a tavern, restaurant, club, or fraternal organization”. This has been interpreted to mean that more than 50% of operations should be focused on those non-video gaming uses. It has been expressed by the applicant and confirmed by the building inspector that the space physically cannot operate in a way that accommodates any of those ancillary uses listed without major renovations.

STAFF NOTES

Staff recommends a one-time variance of Section 5-1-4-6-2 to allow video gaming at this property without the condition of being ancillary to a tavern, restaurant, club or fraternal organization. Once operating, it may continue to operate so long as it does not cease video gaming operations for longer than 180 days. This would effectively reinstate the legal-nonconforming status which expired after August 22, 2022.

Attachment: Case V 2023-03 Summary (3434 : Ordinance No. 4045-22/23 Case V 2023-03 319 Court Street)



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>319 COURT ST.</u> Current Zoning (if known): <u>B-2</u> Proposed Zoning (if rezoning request): <u>SPECIAL USE GAMING</u> Current Use: <u>VACANT WAS GAMING</u> Proposed Use (if different): <u>GAMING</u>
--	--

Property Owner Name:	J+B Rentals
Mailing Address:	317 Court St.
Phone:	309-360-5505
Alternative Phone:	309 346-8880
E-Mail Address:	BAENT@GLASSIEYAPPRAISAL.COM

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

To: City of Pekin Zoning Board

From: Brent Glassey

Re: 319 Court St, Pekin IL

Owned by: J & B Rentals, c/o Brent Glassey

PIN :04-04-34-433-019

319 Court St, Pekin IL takes up ¼ of a building that I own, which also houses Fast Dragon Restaurant and my own personal business, Glassey & Glassey Appraisal. I am submitting materials herein in my request to have a **Non-Residential Variance for a Gaming Business** to (once again) be allowed for this address.

Currently the space identified as 319 Court St, is vacant and I have a potential client wishing to lease it for a Gaming Business. It is Zoned B-2, Central Business. It has been a gaming facility several times in the past many years, under different tenants and business names, such as Lucky 7, and Wild Aces. Other prior uses (10-15 yrs ago) included more than one tavern with gaming machines.

The most recent gaming tenant (Wild Aces) was occupying the space for five years until February 23, 2022 (and their liquor license was set to expire in April 2022)

Since the last occupant was a gaming establishment, I believe the best use of the space would be to continue with the same usage. I had a potential tenant approach me to lease the property for that purpose and we negotiated terms for that in good faith. The potential tenant is incorporated as McKenna's Gaming Enterprise LLC.

After negotiating a lease for McKenna's Gaming Enterprise, and beginning the legal process, I was made aware that there had been a change in zoning that I, (*Owner and Landlord*) was not made aware of.

I was told that I could no longer rent this unit as a gaming facility without asking for a variance. Obviously, I am quite dismayed that I was never officially notified of any change. Secondly, since the entire building's ownership and remaining tenants are still the same as when there have been gaming businesses in 319 Court in the past; there is no negative impact that would result in granting the variance. Additionally, this space is currently setting idle and bringing in no additional revenues. It is better to have an income producing business in the space rather than another empty idle building in our downtown or to be a hardship to me as Landlord. As stated above this is non- residential space, already zoned for business.

As you will be able to see in the attached documents, this space faces a parking lot and is on the side of my building that is completely vacant with no other buildings next to it. I am including a Plat with the Lot lines, a sketch of the building itself, photographs, etc. as supplemental documentation.


 2/2/23

319 Court St-Non Residential Variance Request: Additional Documents/Exterior Photos

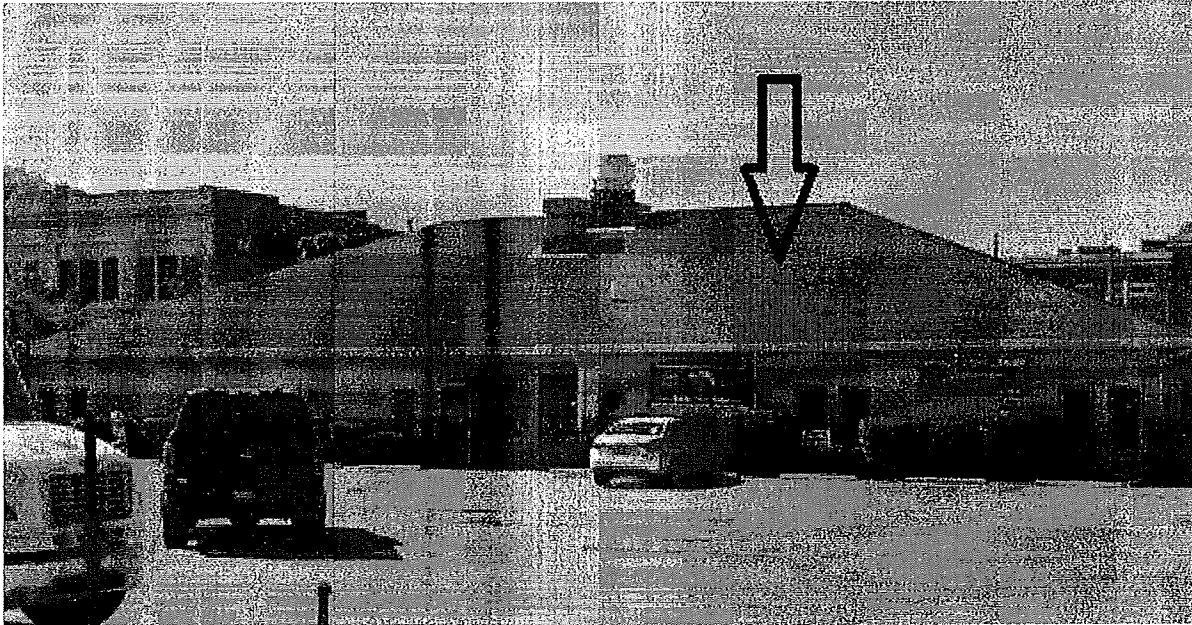
Property is owned by J & B Rentals (c/o Brent Glassey) & building has 3 tenant spaces:

317 Court: (Landlord's business) Glassey & Glassey Appraisal (takes up ¼ of bldg.)

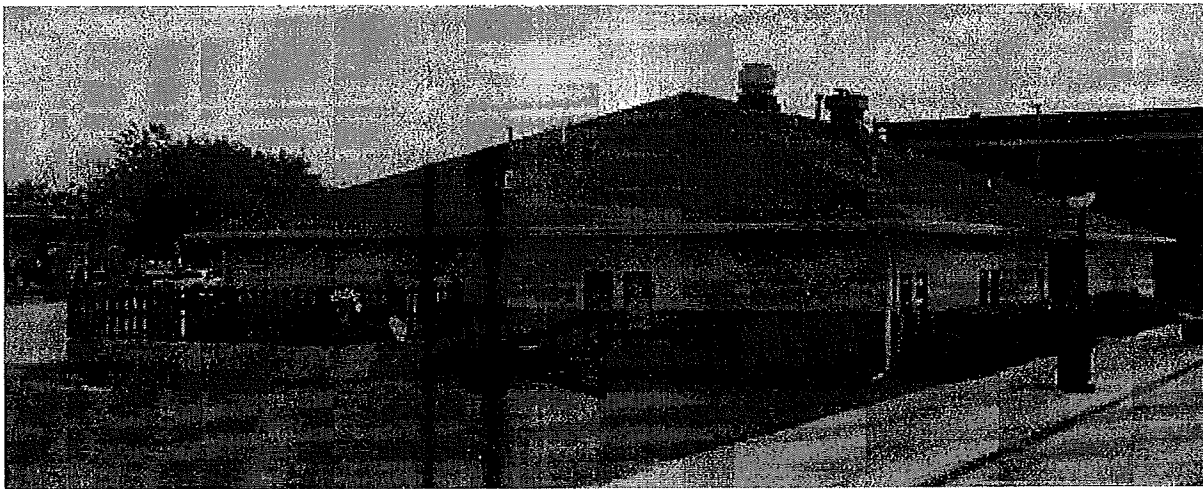
321 Court: Fast Dragon Restaurant takes up one ½ of the building (front and back)

319 Court St, which is the space we are requesting variance for.

319 Court St is the right half of this photo below, as seen with the Gambling Signs and Lease Signs



Below: Court St side of same Building-showing Lucky 7 sign when space was formerly a gaming business





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.

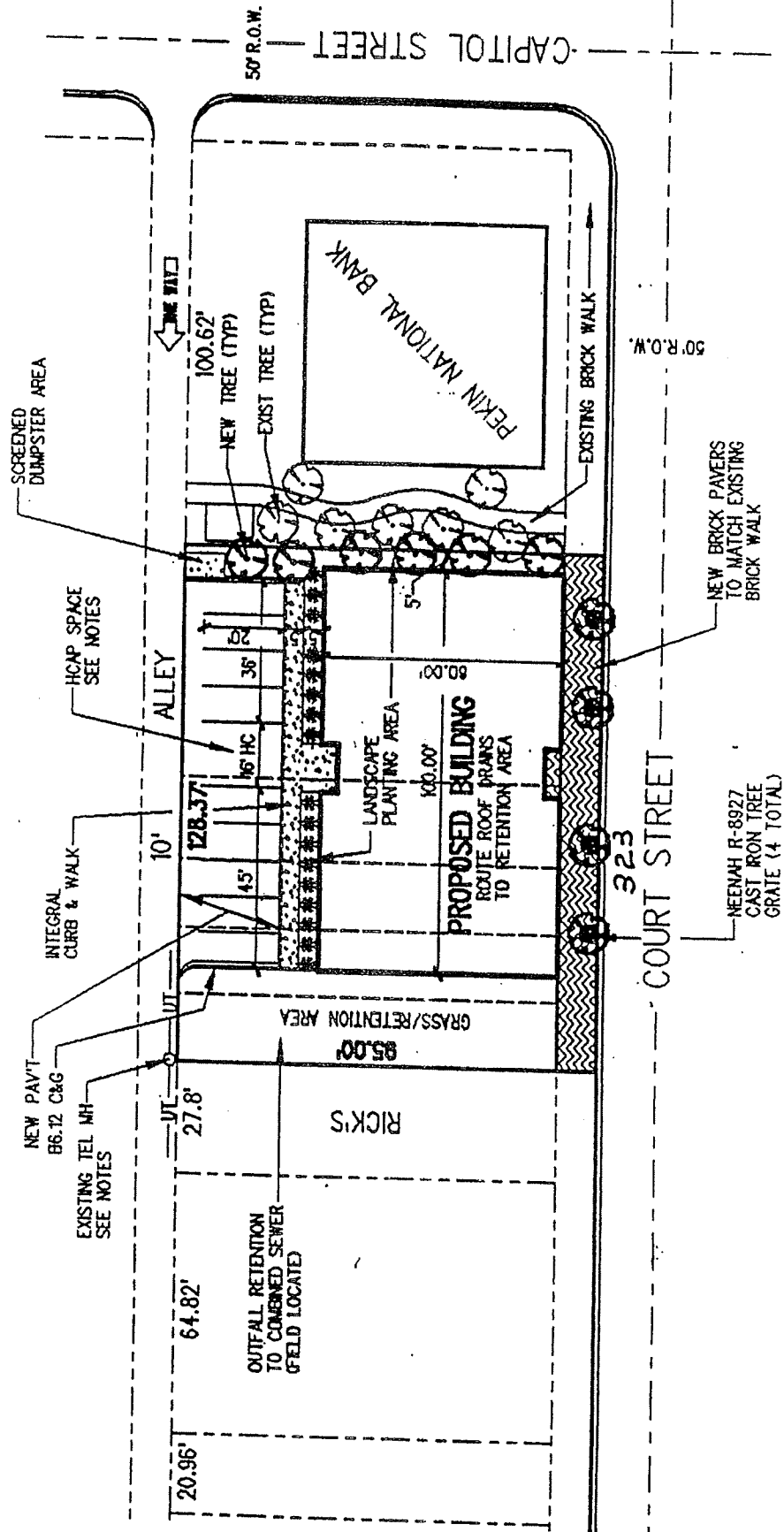
Attached Letter + attachments answer these questions

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

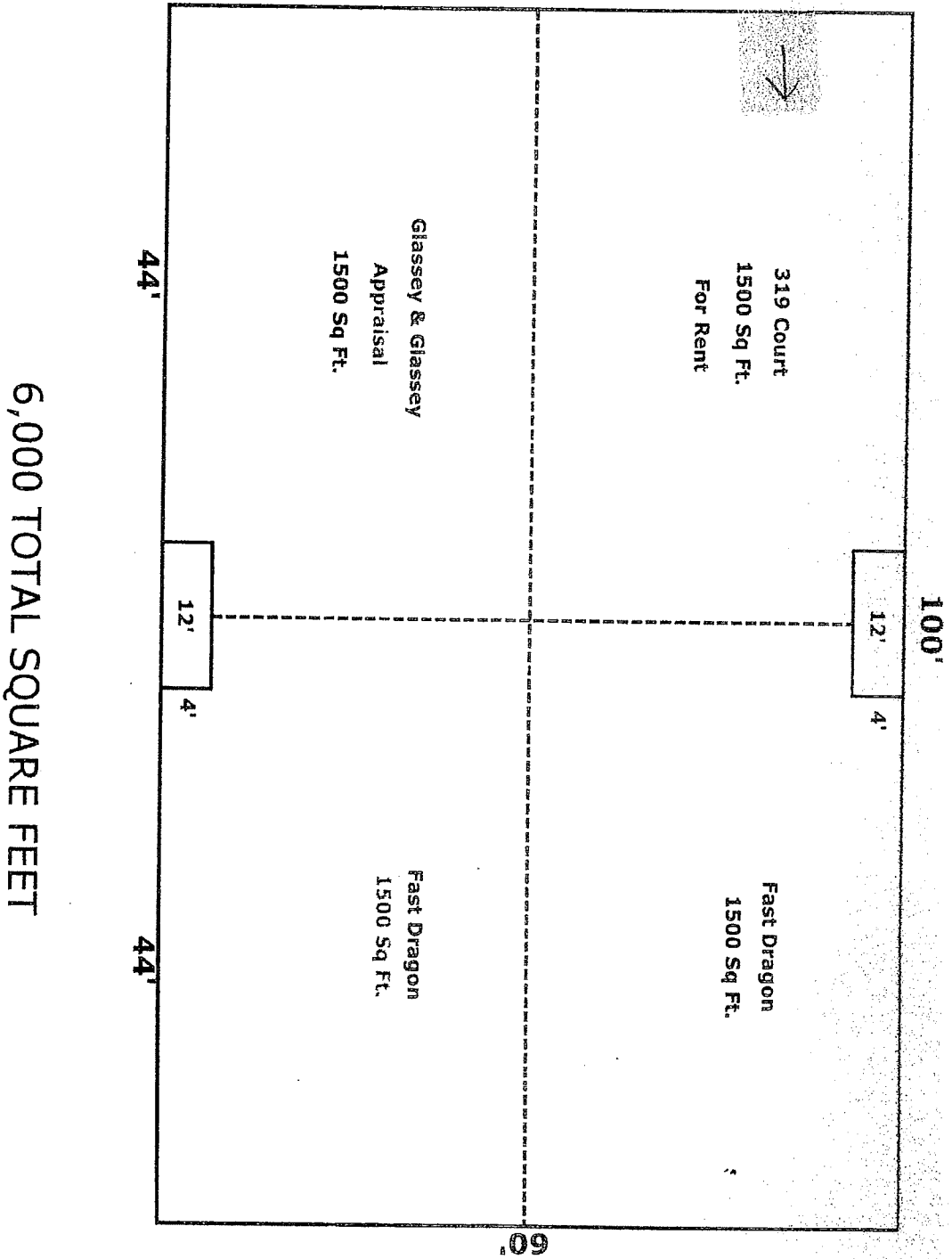
3. Should the request be approved, will the variance negatively impact adjoining properties in any way?

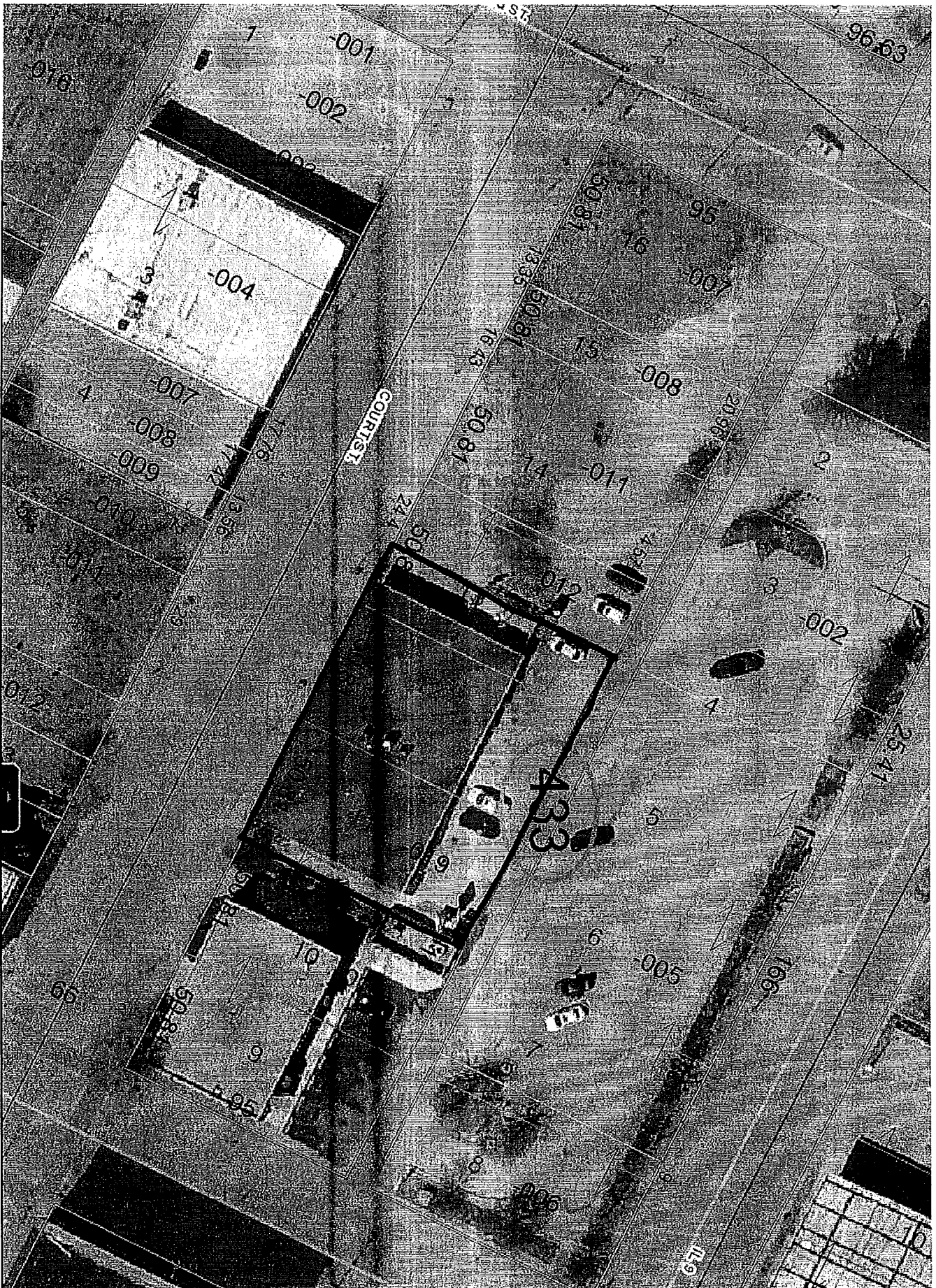
4. Will the variance be consistent with the purpose and intent of the Zoning Code and not alter the essential character of the locality?

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



Rendering from time of construction





Form LLC-5.5	Illinois Limited Liability Company Act Articles of Organization	FILE # 12526318
Secretary of State Jesse White Department of Business Services Limited Liability Division www.ilsos.gov	Filing Fee: \$150 Approved By: <u>HLH</u>	FILED NOV 29 2022 Jesse White Secretary of State

- Limited Liability Company Name: MCKENNAS GAMING ENTERPRISE LLC
- Address of Principal Place of Business where records of the company will be kept:
319 COURT STREET
PEKIN, IL 61554
- The Limited Liability Company has one or more members on the filing date.
- Registered Agent's Name and Registered Office Address:
MCKENNA MCGARR
5002 W EDITH CT
PEORIA, IL 61607-1532
- Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
- The LLC is to have perpetual existence.
- Name and business addresses of all the managers and any member having the authority of manager:
MCGARR, MCKENNA
5002 WEST EDITH CT
PEKIN, IL 61607

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: NOVEMBER 29, 2022 MCKENNA MCGARR
5002 WEST EDITH CT
PEORIA, IL 61607

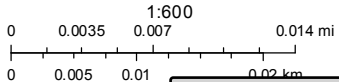
This document was generated electronically at www.ilsos.gov

Attachment: Case V 2023-03 319 Court St Glassey Application (3434 : Ordinance No. 4045-22/23 Case V 2023-03 319 Court Street)



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

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





REQUEST FOR COUNCIL ACTION

Agenda Date: March 27, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 563-22/23 to Add an Accessible Parking Sign at 335 Court Street

DESCRIPTION: A request was made by Steve Saal from the Tazewell County Veteran's Assistance to add an accessible parking space in front of their new building at 335 Court Street. The request was reviewed by Traffic Safety Committee and is recommended to council for approval. This resolution is to add an accessible parking sign in front of 335 Court Street. The sign will come from City stock and will be installed by City staff.

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 563-22/23 Add an Accessible Parking Sign at 335 Court Street

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

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

WHEREAS, the City of Pekin's Traffic Safety Committee has recommended to add an accessible parking space in front of the office of the Tazewell County Veteran's Assistance Commission at 335 Court Street; and

WHEREAS, the City Council finds it is in the best interest of the City and its residents to add accessible parking at 335 Court Street.

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

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

Section 2. An accessible parking sign will be added at 335 Court Street.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: March 27, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street

REQUIRED SIGNATURES

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

City Manager:
Date:

Bid Tab - Court Street Demolition

Date: 3/22/23 at 10:30am

Contractor	Bid Price
Wayne Litwiler Exc.	\$ 119,500.00
CMT	\$ 75,000.00
JIMAX	\$ 76,771.83

Attachment: Court Street Demolition Bid Tab (3424 : Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street)



**Demolition of 2201, 2211, and 2213 Court St
City of Pekin Court St. Demolitions
Due: MARCH 22, 2023 10:30am**

CITY OF PEKIN ILLINOIS
DEMOLITION AND LOT GREENING RESIDENTIAL STRUCTURE

MARCH 24, 2023

PREPARED BY JIMAX CORP. | EST. 2007 | UNION PROUD CONTRACTOR





City of Pekin

Request for Proposals

Residential Demolition

2201 Court Street

2211 Court Street

2213 Court Street

City of Pekin

NOTICE TO BIDDERS

The City of Pekin is accepting proposals for the complete demolition of three residential structures. Sealed bids will be accepted until March 22, 2023 at 10:30am at the City of Pekin City Hall located at 111 S. Capitol St., Pekin, IL 61554. Sealed bids will be publicly opened on March 22, 2023 at 10:30 AM at Pekin City Hall. Questions concerning this request for bids should be directed to Josie A. Esker, City Engineer in writing at jaesker@ci.pekin.il.us.

Josie A. Esker, City Engineer

Phone (309) 478-5399 * Fax (309) 346-2095 * Email: jaesker@ci.pekin.il.us

111 S. Capitol Street, Pekin IL 61554

1.01 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. The Work to be performed under this Contract consists of DEMOLITION OF THREE MAIN STRUCTURES at 2201, 2211, and 2213 Court Street (See attached Exhibit A for map of structures to be removed), REMOVAL and DISPOSAL of ALL DEBRIS, PROPERLY BACKFILLING ALL BASEMENTS AND EXCAVATIONS, LEVELING LOT TO ORIGINAL GRADE AND SEEDING. Contractor will remove all foundation walls, footings, and basement slab. All utilities will be closed off as per requirements set forth by Ameren and Illinois American Water.
- B. City of Pekin will have asbestos testing and removal completed in advance of building demolition. The City will provide an on-site inspector during the demolition process. If any additional asbestos is found, Contractor shall haul away and dispose of asbestos on a Tim and Material basis. All hauling and disposal of asbestos shall be in compliance with EPA and HAZMAT regulations.
- C. The existing sewer for the two buildings north of 2211 and 2213 Court Street runs through the buildings to be demolished. Restoring sewer service to those structures shall be completed BY OTHERS.
- D. All excavations shall be backfilled and compacted to 95% modified proctor. Soil shall be compacted in no greater than eight (8) inch lifts. Contractor shall be responsible for hiring firm to test soil during compaction efforts. Testing shall be completed randomly at the direction of the City of Pekin at no more than twenty-four (24) inch intervals. All backfilling and compaction efforts must be monitored by a City of Pekin representative.
- E. Contractor is responsible for verifying existing conditions prior to Bid. No additional compensation will be provided if Contractor fails to note existing conditions.
- F. Contractor is responsible for obtaining all necessary permits and scheduling all required inspections with the City of Pekin Inspection Department at 309-282-0586 or 309-478-5364.
- G. **No Pre-Bid Conference will be held.** Contact Josie Esker to arrange a tour of the work site. Please call 309-478-5399.
- H. The Contractor will furnish all EQUIPMENT, MATERIALS and LABOR necessary for the proper completion of the contract.
- I. The Contractor will repair, replace or otherwise settle with the City of Pekin if damage occurs to property or existing facilities during performance of Work.

Attachment: Court St. Demo - Bid from JIMAX (3424 : Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street)

1.02 CONTRACT TERMS & CONDITIONS

- A. The Work for all three building demolitions will be completed in one contract.
- B. The Contractor will bid only on the work as described in 1.01.
- C. Upon issuing a "Notice to Proceed" **work will be completed within 30 calendar days.**
- D. **Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). By submitting a proposal, the Contractor certifies that they shall comply with this requirement.**
- E. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.
- F. The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City.
- G. Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within thirty (30) days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation or the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.
- H. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Pekin; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

1.03 SELECTION PROCESS

The City will take into account such matters it considers appropriate in selecting the successful bidder. The City reserves the right to reject, for any reason, any and all bids. The City reserves the right to award to any company that submits a bid regardless of price, if it is in the best interest of the City. Evaluation criteria will include:

- A. Contractor's proposed fee
- B. Demonstrated experience
- C. Prior working relationship with City of Pekin
- D. Quality and Appearance of the Proposal

1.04 QUALITY ASSURANCE

- A. The Contractor shall complete work assigned in a professional manner.
- B. The Contractor shall assume full responsibility for additional costs that may result from unauthorized deviations from the contract.
- C. The City of Pekin reserves the right to cancel this contract at any time with 15 days written notice for any reason deemed necessary.

1.05 TAXES AND INSURANCE

- A. Before commencing work, the Contractor and each subcontractor shall furnish the City of Pekin with certificates of insurance showing that the following insurance is in force and will insure all operations under the contract:
 - (1) Workmen's Compensation, in accordance with state law.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment and vehicles on the sites not covered by Automobile Liability under (3) below.
 - (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$300,000.00.
- B. The City of Pekin is a municipal corporation and therefore is exempt from sales tax as determined by the state of Illinois.

1.06 INVOICING AND PAYMENT

- A. Successful bidder shall invoice the City of Pekin, 111 S. Capitol St, Pekin, IL 61554 by the 5th of each month for services rendered the preceding month.
- B. All bills are approved by the City Engineer bi-weekly and checks are mailed within 30 days.
- C. Certified weekly payrolls shall be submitted prior to issuing payment to ensure compliance with prevailing wage requirements.

1.07 BID DEADLINE

Proposals are due **March 22nd, 10:30 AM** at the City of Pekin 111 S. Capitol St, Pekin, IL 61554. The page with the "References" section completed must be returned with the following proposal page completely filled out. By signing this document, Contractor agrees to all terms and conditions as presented.

1.08 REFERENCES

Please provide three references for your work:

Name:

Telephone

1. City of Peoria- Matt Smith

309-408-8021

2. City of West Peoria- Kinga Krider

309-229-3723

3. City of East Peoria- Robert Cole

309-397-0962

BID FORM

1. Demolition of 2201, 2211, & 2213 Court St. –

a. BID PRICE

\$ 76,771.03

Company Name

JIMAX Corporation

Representative

James Kosner

Title

President

Address

3545 SW JIMAX Place, Peoria, IL 61605

Phone

309-253-0192

Date

03-15-2023

Signature & Date



03/21/2023

State of Illinois County of Peoria. This instrument was acknowledged before me on March 21, 2023 (date) by

(seal)




signature of notary public

Attachment: Court St. Demo - Bid from JIMAX (3424 : Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street)

City of Pekin
Bid Form Requirements Cover Page

Project Site Address: 2201, 2211, & 2213 Court Street

To be enclosed in an envelope which shall be sealed and clearly labeled with:

- The words "City of Pekin Court St. Demolition";
- Name of bidder;
- Date of submission; and
- Due date of bid.

Bid Period: **March 8th through March 22, 2023 at 10:30am CST**

Bids due at: **111 S. Capitol Street Pekin, IL 61554**

All potential bidders must all information requested in this bid packet

- 1. Bid Form with proposed price. Must be signed and notarized.**
- 2. 3 References**
- 3. Non-Collusion Statement of Bidder**
- 4. IRS W-9 Form (completed for prime bidder and any proposed sub-contractors)**
- 5. Copy of current liability insurance policy**

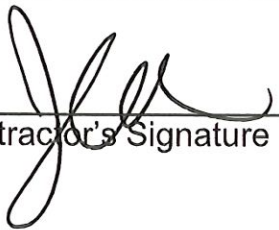
City of Pekin
Non-Collusion Statement of Bidder

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on:



Contractor's Signature

03-15-2023

Date

Project Location





JIMACOR-01

7.4.b

HONEY

DATE (MM/DD/YYYY)

12/30/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Haley O'Neil	
	PHONE (A/C, No, Ext): (217) 859-7042	FAX (A/C, No): (217) 877-0795
INSURED Jimax Corp PO Box 3271 Peoria, IL 61612	E-MAIL ADDRESS: honeil@firstmid.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyd's of London	
	INSURER B: Frankenmuth Mutual Insurance Company	
	INSURER C: Liberty Mutual Ins. Co.	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			ABIC010750	6/14/2022	6/14/2023	EACH OCCURRENCE \$ 1,000,0
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,0
	☒ Contractual Liab						MED EXP (Any one person) \$ 5,0
							PERSONAL & ADV INJURY \$ 1,000,0
							GENERAL AGGREGATE \$ 1,000,0
							PRODUCTS - COMP/OP AGG \$ 1,000,0
B	☒ AUTOMOBILE LIABILITY			6658516	3/9/2022	3/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,0
	☒ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED	☐ RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC539S360153032	3/9/2022	3/9/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,0
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,0
							E.L. DISEASE - POLICY LIMIT \$ 1,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EXCLUDED OFFICERS UNDER WORKERS COMPENSATION: Jim Kosner, Cory Golden, and Jarrod Martis

RE: All Work
City of Pekin is named as additional insured under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pekin
111 S Capitol
Pekin, IL 61554

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Haley O'Neil



Team JIMAX has completed more than 900 structure demolition in the State of Illinois over the last 8 years from East Saint Louis to Rockford. James Kosner and Jarrod Martis understand and developed the complete Code Enforcement simplified solution for all aspects of code enforcement work including legal, purchasing, permitting, weed and liter, emergency and dangerous trees, mowing, fence line, and demolition. Starting from weed spraying in 2012, JIMAX has developed into the go to code enforcement integrated solution for the City of Peoria providing a completely integrated cost-effective solution to the difficult Urban Blight problem throughout Central Illinois. JIMAX also conceived and developed the proprietary Code Enforcement Regulation application software used by JIMAX to document all their code enforcement work for the Illinois legal court system. JIMAX maintains the highest level of insurance, certifications, and bonding for demolition throughout Illinois, allowing demolition of structures over 3 stories, zero lot line demolitions, and specialized dismantling.

JIMAX uses only union labor from the local Operators Union 649 and the Laborers Union 165 of Peoria for all their demolitions. Utilizing union labor results in a high level of experience, training, technical competence and professionalism. Our laborers hold 40 hour Asbestos Certification through their ongoing labor hall training. We have experienced no operator or laborer turnover in 5 years except for one union retirement. 50% or more of the labor on all demolition contracts are minority from the exact zip code where we work.

JIMAX maintains a Drug Free Workplace through pre-employment screens as well as random drug testing through the local MEDTOX Laboratories. All employees from ownership to temporary summer laborers are subject to the random monthly drug testing in accordance with the most recently approved State of Illinois Policy (Exhibit 2).

JIMAX maintains a workplace free from sexual harassment. Our JIMAX Sexual Harassment Policy is also approved by the State of Illinois. All new employees read, understand and sign the JIMAX Drug Free Workplace Policy, the JIMAX Sexual Harassment Policy and the JIMAX Work Safe Policy.

Section F: MBE/WBE Participation

JIMAX Corp is committed to the Peoria Area Community with its locations at 3545 SW JIMAX Place and 2000 Clark ST in the Eagles View enterprise zone in South Peoria. JIMAX Lead operator is a Pekin Resident and Laborer will be from Pekin Local Laborers. At JIMAX, we seek to hire a diverse and inclusive work force from the broad range of neighborhoods that demolition orders are issued in. We believe that not only does employment for local citizens increase the overall wealth and wellbeing of the community, but that by hiring from more blighted areas we can help to re-instill the pride in these areas that helped to make these areas such a great community in which to live and work. JIMAX pays Operator Union 649 and Laborer Union 165 wages and benefits on all demolition activities throughout the State of Illinois. A minimum of 50% of the labor on all JIMAX demolition sites are minority from the exact zip code where we work. We strive to have the highest level of minority and disadvantaged participation as possible, subject to the constraints of our signatory agreements with local labor. These workers are selected from the following applicants in the Labor Union 165. In addition, as noted above, upwards of 95% of subcontracted work in the Peoria Area 100 mile radius is awarded to our trusted and longtime local MBE partner firms.

Minority Male Residents in South Peoria and East Bluff
 Minority Single Female Residents in South Peoria and East Bluff
 Disabled American Veterans
 Urban League Felony Offenders

Section G: Complete Copy of RFP Attached



At JIMAX, creating and maintaining a **culture of safety** is our absolute priority. From safety of operators and laborers, to community safety with regards to best demolition practices and open excavation timeline reduction, JIMAX takes every consideration into account. We have tested and developed new systems of dust reduction, reducing dust spread and volume versus no control by a radius of 4 blocks and 200% total particulate and to lesser systems of control by 1 block radius and 64% total particulate. JIMAX strives to complete excavation backfill as soon as viable and introduced rigorous foot traffic control methods for open excavations, including 4' temporary fence erection on ALL City of Peoria demolitions and sloping of sheer walls. Employees are trained in key areas such as lead and asbestos awareness, rigging and crane safety, confined space, fall protection, and hazardous waste operations. Our field staff is 100% compliant with the training requirements necessary to perform its assigned projects. All said, no project phase is more important than that which keeps our employees, our community, and their assets safe. JIMAX uses advanced safety procedures to achieve the highest safety standards in the demolition industry and among skilled labor, employing the latest techniques and procedures to ensure no harm is caused to property, employees, or the public. All employees are certified in rigging techniques, elevated work, below grade work, utility location and protection, and associated hazards. Employees are enrolled in continuing education classes with their labor hall on a yearly basis. Our safety record is perfect, with no lost time accidents on a JIMAX Corp project in our entire history. Barricades, fencing, and watchman are employed to protect the public during demolition activities and overnight. Caution tape will never be used to secure our jobsites.

C) Recent Experience

JIMAX Corp has provided Class A Licensed Demolition Services to the Cities of Peoria, East Peoria, West Peoria, Peoria Heights, Galesburg, Rockford, Creve Coeur, Rock Island, Freeport, Clinton, East St Louis, and the counties of Madison and St Clair in Illinois for the last 8 years. Additionally, JIMAX is an IDOT prequalified contractor, pre-selected on the basis of bidding and logistics competency as well as fiscal stability, proving our ability to complete contracts on time and on budget. During this time, JIMAX demolished over (900) structures without a single unresolved complaint from a resident or code enforcement officer, for an unrepaired structure, or a damaged sidewalk or curb. In almost all cases, no damage is caused to any neighboring structure or public infrastructure. Frequently these projects are of a sophisticated nature, including former gas station demolitions with monitoring and reporting requirements and crane involved selective demolitions. JIMAX has the capacity to mobilize a diverse fleet to achieve success with any project, including man lifts, cranes, and specialized hauling capability. JIMAX regularly completes adjacent and party wall demolitions, providing their technical expertise with no resulting damage in over 25 party wall and specialty dismantling projects over the last 8 years. JIMAX owns and maintains a 60ft JLG boom lift and a 115ft jib boom crane truck specifically for party wall surgical demolition.

JIMAX internally controls all processes in the demolition activity, including wrecking, loading, hauling, and disposal. We have invested heavily in the latest, most efficient fleet of demolition equipment and specialized hauling trailers, providing the equivalent of 4 dump trailers in one load to the landfill, saving on time, expense, and fuel. No subcontractors will be utilized on this project, unless necessary, and in those cases using 100% MBE firms to achieve the needs of the City.

Section D: Qualifications of Firm and Staff

JIMAX staff is sophisticated, with 6 Sigma black belt business management and cost control, mechanical and electrical engineering, and construction management background and education. We are competent and comfortable with varied reporting requirements, including State and Federal grant reporting. Our completion and reporting software, developed internally by JIMAX, correlates data and stores pictures and information from our field crews to ensure accurate and complete records for government agencies as required. This internal software is updated instantaneously and allows access remotely at any time by City staff, and data and pictures are stored indefinitely. In addition, our payroll and tax reporting are professionally handled by a local Certified Public Accountant firm, providing precise and complete payroll reporting for compliance with various regulations as pertains to this contract.

(continued on next page)



JIMAX has never been short on delivering equipment or demo services. JIMAX maintains and has invested \$3.2 million in the last 8 years in the newest most efficient demolition equipment. Our Caterpillar demolition equipment fleet maximum age is 3 years old (average age 2.2 yrs) with the latest excavator purchased in 2020. JIMAX Corp subscribes to a meticulous maintenance and repair processes with each construction equipment piece being inspected daily by the operators. Since 2014, JIMAX has purchased (9) class 8 semi tractors, (3) class 5 medium duty trucks, (6) walking floor trailers, (8) dump trailers, (2) detachable lowboy trailers, and (11) pieces of new CAT construction equipment. Using JIMAX walking floor trailers eliminates (4) dump trailer trips to the landfill saving substantial fuel and labor costs. Additionally, this added capacity allows demolitions to be completed on a far more expedited timeline, generally being completed in 1 day. As a committed local company, JIMAX strives to purchase from local vendors, allowing more local tax revenue to be generated and more employment opportunity to be realized. Among our major vendors, including disposal, material purchasing, repair and maintenance, and capital investment, over 90% of outward flowing expenditures to vendors is spent right here in the Peoria area, most of that to companies located on City of Peoria tax rolls. We maintain current accounts with ALL our vendors, including all landfill accounts, local Labor Organizations, capital debt service, material purchasing, State and Federal taxes, and repair vendors. In addition, JIMAX has good standing with ILEPA and maintains compliance with all applicable regulations pertaining to demolition activities and tire disposal. We encourage any interested parties to call or follow up with anyone who does business with JIMAX to confirm our representations here.

JIMAX now has control of all aspects of the demolition process and is only capacity limited by the hours of operation of the landfill. With our effective and late model equipment and logistics management, JIMAX believes ourselves to be the most efficient demolition contractor in Central Illinois and has capacity to handle 7-10 residential demolitions per week internally. With 2 crews, we can hold a steady pace of 7-10 residential demolitions per week. JIMAX prefers to maintain internal control on all aspects of demolition and can pass those cost savings along to our governmental customers. If the need is realized, JIMAX is committed to 100% MBE/WBE/DBE subcontractor utilization. We have relationships with local MBE firms established for 95% of our subcontracted work.

JIMAX helped define the expectation that the City of Peoria Community Development Department places on demolition contractors for quality and timeliness. JIMAX has maintained a continuous demolition contract with the City of Peoria Code Enforcement since 2014 without any lawsuits, damage to public curbs, streets, or sidewalks, adjacent property damage, or hold backs from the City of Peoria. We at JIMAX have a detailed understanding of the scope and processes of this City of Peoria Residential Demolition Contract including the successful, productive interface with all departments: the City Legal Department, the Finance Department, the Police and Fire Departments, City Management, Community Development Department and Inspectors, and the City asbestos abatement contractor. JIMAX continues to work with the Code Enforcement Department to achieve improvements in efficiency, cost, quality, and timeliness. The majority of JIMAX residential demolitions are completed in one day start to finish, weather permitting. JIMAX continues to reinvest profits into maintaining existing equipment to the highest standards for maximum uptime, as well as the purchase of more specialized and efficient equipment to better satisfy the needs of the City of Peoria. JIMAX operates the only late model fleet of East walking floor trailers in Central Illinois allowing 4 dump trailers of material to be transported in every walking floor load. With JIMAX 316 excavator sizing, we can transport equipment night and day without overload or over width permits throughout Illinois for emergency work.

JIMAX prides itself on being the closed loop Code Enforcement solution for the City of Peoria providing services for the demolition of residential and light commercial structures, removal of hazardous and dangerous trees and lot clearing, fence line maintenance and mowing and removing weed and litter. One call, one scheduled deployment per tax ID allows work to be completed on time and within agreed contract terms. JIMAX has maintained the City of Peoria weed and litter contract since 2012, the City of Peoria demolition contract since 2014, the City of East Peoria weed and litter contract since 2013, and the City of East Peoria demolition contract since 2015. JIMAX maintains 24-hour daily response capabilities for the City of Peoria and East Peoria for these same time periods and has serviced their requirements with less than a one hour response time in all call out occurrences. Because of the JIMAX investment in equipment there is always equipment backup for excavators, track loaders, truck tractors and trailers. The City of Peoria will never be stuck with out of service equipment with a JIMAX demolition contractor selection.



JIMAX believes community involvement, investment, and improvement is the key focus and primary objective in all demolition activity, especially that of governmental units. In this regard, JIMAX has created a corporate culture of strong community activism among all our employees. Our employees, including executive leadership, predominately reside in Peoria city limits in zip codes 61605, 61604, and 61603. We live, work, and play in Peoria full time and are fully committed to the vitality and economic prosperity of our entire city and region, and to this end strive to invest in and employ from our own local neighborhoods. We have shown a commitment to our city and community with the purchase and investment in two buildings since 2015, both located in the city's hardest hit regions, solidifying our belief that the best approach to demolition and blight removal is investment and opportunity, whereby those activities are never required. JIMAX frequently participates in local events and committees, including Spring-Fall tire collection and disposal through its' leadership of the Tireless project, with JIMAX management and staffing with employee volunteers with a desire to contribute to their communities. JIMAX continues to provide support and partnership for our Peoria Police Department with the Joint Neighborhood Sweep Initiative headed by Sergeant Anthony Rummans. This program has numerous stakeholders, including Peoria Police, PDC, Animal Welfare, JIMAX, and community members. It provides for miscellaneous cleanup of debris, tires, brush, and animal wastes in collaboration with neighborhood associations and interested community stakeholders. JIMAX continues to work with the East Bluff Neighborhood Housing Services, providing volunteer services for art installations, community gardens, and events for holidays, including an annual party and wagon ride for Halloween and a volunteer Santa for gift giving near Christmas. JIMAX regularly collaborates with other groups for art installations and beautification, including Big Picture initiative for their inaugural art festival on Adams and our future artists from Peoria Central in their beautification project for creative boarding on blighted properties on Howett, for which they received a mayoral proclamation. In addition, we volunteer at several community gardens and landscaped areas in the South end, Heart of Peoria, East Bluff, and the Near North in the spring to provide free tilling services, compost and mulch delivery, and planting assistance. In the same vein, JIMAX leadership serves on the board of Keep Peoria Beautiful, helping to facilitate the annual Great American Cleanup, and fully managing the Adopt-A-Box program which gives local businesses and individuals a stake in the success of green infrastructure planters in the burgeoning Warehouse District, helping rehabilitate this area from its industrial roots into a regional draw for shopping, dining, and living. This year long program involves scheduling and managing bed maintenance volunteers, a yearly plant survey and planting event, and yearly mulch and spring trimming event. It has been a resounding success in years past, and we look forward to continuing this positive projection well into the future. JIMAX also is a partner with Habitat for Humanity, providing free or reduced cost demolitions, landscape installation, grading, seeding, and general volunteer labor in the Greater Peoria area. JIMAX leadership is also an active member in neighborhood associations in our areas of residence and business. We and our employees honor the opportunity to give back to our own communities, and do so without regard to award or recognition, because we firmly believe it creates a positive and forward focused ideal for our communities and neighborhoods, giving a brighter outlook and a more positive living experience for all our Peoria citizens and neighbors, regardless of economic and social standing.

JIMAX Corp has provided Demolition Services to the City of Peoria IL, East Peoria IL, East St Louis IL, Galesburg IL, Rock Island IL, Joliet IL, and Rockford IL for the last 8 years. During this time JIMAX demolished approximately 200 structures per year without a single unresolved complaint from a resident or code enforcement officer, an unrepaired structure, or an unrepaired sidewalk or curb. JIMAX has responded timely to each of the (140) plus emergency demolition requests from the City of Peoria, generally with a less than 1 hour response time. These emergency projects frequently are of a time sensitive nature, and often include selective deconstruction for rebuild and other unique criteria. With the help of our professional staff and highly experienced operators and laborers, JIMAX can achieve a cost effective, time critical solution to these unique challenges, effectively utilizing our diverse equipment fleet and field expertise. JIMAX uses only union labor from the local Operators Union 649 and the Laborers Union 165 with an approved US Dept. of Labor apprentice and training program. Both demolition operators / foreman are owners in JIMAX Corp, and JIMAX Corp is an owner operator company in Peoria County and 97% of JIMAX ownership resides in the City of Peoria in Peoria County.

(continued on next page)

Attachment: Court St. Demo - Bid from JIMAX (3424 : Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street)



Section A) Letter of Introduction and Company History

JIMAX Corp is a family owned business located at 3545 JIMAX Place, Peoria, IL. 61605 in the City of Peoria. The JIMAX Companies were founded by James Kosner in Downers Grove IL in 2006, and we have been in business for 16 years this coming March. Jarrod Martis joined the JIMAX family in 2009 and the JIMAX Companies in 2014 after finishing at the University of Illinois in Mechanical Engineering. Jarrod Martis was promoted to President of JIMAX Landscape LLC in 2015 and has shareholder responsibility with both JIMAX Corp. (demolition) and JIMAX Landscape LLC (landscape). The JIMAX Companies have worked diligently since 2012 with various departments at the City of Peoria in Community Development and Public Works completing both emergency and nonemergency work. JIMAX Corp was established in 2014, specifically for residential and commercial demolition with a statewide footprint for municipal, county and the state government of Illinois. Our initial demolition work was after the Washington IL NOV 2013 tornadoes to clean up apartment buildings for S&S Properties Peoria IL. JIMAX continues to grow through acquisition of strategic commercial accounts and developing relationships with other municipal and county governments throughout Illinois. We continually invest in new equipment, innovate our processes, and utilize the latest technologies to better serve our demolition customers through cost reduction, sustainability, and continuous improvement. JIMAX maintains a highly qualified skilled labor workforce, with all requisite training and certifications. Safety training is emphasized at the beginning of each season with several days dedicated to review and implementation of safety procedures. Safety meetings are conducted weekly with our crews to reiterate these points, and a copy of our demolition safety manual is attached. It is our requirement at JIMAX to hire and maintain a 50% minority work force from the zip codes where we are working. **JIMAX is committed to creating and maintaining a Drug Free, Harassment Free workplace with a Culture of Safety, both for our workers and the community at large.**

Section B) Approach to the Project

Our first, most critical objective at JIMAX is to realize that every \$1 spent on demolition results in a \$43 gain in neighborhood assessed value and a 3% reduction in mortgage foreclosures, given the 17% decrease in home value of properties located within 150 feet of blighted properties. In one comprehensive land bank study, a blighted property will cost on average 65% more per year for code enforcement compliance and inspections as well as an average of \$1,472 per property in increased police and fire services. Violence and gun related crimes are increased upwards of 23% per blighted property, leading to a cycle of blight and crime in stricken areas. To further achieve this goal, JIMAX management attends trade conferences and on-going education keeps us on the forefront of demolition as a comprehensive blight reduction strategy, ultimately saving taxpayer dollars and providing overall increased quality of life.

Our secondary critical corporate objective for the next 2 years is to improve the demolition sustainability footprint by diverting 80% of the demolition waste from the landfill to recycled material through sorting and grinding of brick, block, concrete and wood. Sustainability of our neighborhoods, communities, and our environment are conjunct ends, and the future of our neediest areas cannot be secured without an eye towards reduced environmental footprint and robust diversion and recycling initiatives.

(continued on next page)



DEMOLITION PROPOSAL FOR THE CITY OF PEKIN, IL

JIMAX Corp.

Herein referred to as JIMAX
3545 JIMAX Place
Peoria, Illinois 61605

SUBMITTED AND PREPARED BY:

James Kosner President
Cell 24/7/365 309-253-0192

Attachment: Court St. Demo - Bid from JIMAX (3424 : Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street)



WAYNE LITWILLER EXCAVATING, INC.
PO BOX 490
HOPEDALE, IL 61747
PH. (309) 449-3280
FAX (309) 387-2827

ESTIMATE

Date: March 22, 2023
Customer: City of Pekin
c/o Josie A. Esker
Phone: (309) 478-5399
Email: jaesker@ci.pekin.il.us
Jobsite: 2201, 2211, 2213 Court St
Pekin, IL

Job details: Demolition

- Demolish (3) buildings
- Haul to landfill \$ 44,500.00
- Trucks to haul in fill material
- Fill in and compact material in voids \$ 75,000.00

Total Estimate: \$119,500.00

Notes:

All machine time, trucking, and prevailing wages included.

Wayne Litwiller Excavating, Inc. is not responsible for any damage or repair fees to private utilities located on the property that are not a part of J.U.L.I.E. Inc.

Thank you for the opportunity to quote. For follow-up, please contact Jeff Litwiller @ 309-208-3440 or by email: wlitexc@yahoo.com.

Attachment: Court St. Demo - Bid from Litwiller (3424 : Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street)

BID FORM**1. Demolition of 2201, 2211, & 2213 Court St. -**

a. BID PRICE

\$ 119,500

Company Name

Wayne Litwiller Excavating Inc

Representative

Jeff Litwiller

Title

President

Address

P.O. Box 490

Phone

309 449 3280

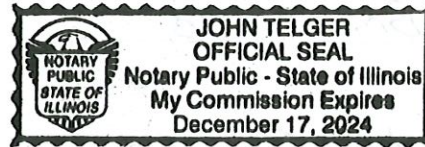
Date

3-14-23

Signature & Date

3-14-23State of Illinois County of Tazewell. This instrument
was acknowledged before me on3-22-23 (date) by

(seal)

John Telger signature of notary public

1.06 INVOICING AND PAYMENT

- A. Successful bidder shall invoice the City of Pekin, 111 S. Capitol St, Pekin, IL 61554 by the 5th of each month for services rendered the preceding month.
- B. All bills are approved by the City Engineer bi-weekly and checks are mailed within 30 days.
- C. Certified weekly payrolls shall be submitted prior to issuing payment to ensure compliance with prevailing wage requirements.

1.07 BID DEADLINE

Proposals are due **March 22nd, 10:30 AM** at the City of Pekin 111 S. Capitol St, Pekin, IL 61554. The page with the "References" section completed must be returned with the following proposal page completely filled out. By signing this document, Contractor agrees to all terms and conditions as presented.

1.08 REFERENCES

Please provide three references for your work:

Name:

Telephone

1. Chuck Mathis

309-349-4342

2. Brian Hild

309 208 5921

3. Ace Ellis

309 208 6901

City of Pekin
Non-Collusion Statement of Bidder

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on:


 Contractor's Signature

3-14-23
 Date

City of Pekin
Bid Form Requirements Cover Page

Project Site Address: 2201, 2211, & 2213 Court Street

To be enclosed in an envelope which shall be sealed and clearly labeled with:

- The words "City of Pekin Court St. Demolition";
- Name of bidder;
- Date of submission; and
- Due date of bid.

Bid Period: **March 8th through March 22, 2023 at 10:30am CST**

Bids due at: **111 S. Capitol Street Pekin, IL 61554**

All potential bidders must all information requested in this bid packet

- 1. Bid Form with proposed price. Must be signed and notarized.**
- 2. 3 References**
- 3. Non-Collusion Statement of Bidder**
- 4. IRS W-9 Form (completed for prime bidder and any proposed sub-contractors)**
- 5. Copy of current liability insurance policy**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ledgestone Insurance Group, Inc. 410 N. Main Street East Peoria IL 61611 License#: 19502006 WAYNLIT-01	CONTACT NAME: Gabe Meiss PHONE (A/C, No, Ext): 309-266-2507 FAX (A/C, No): 309-263-2510 E-MAIL ADDRESS: gabe@ledgestone.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Wayne Litwiller Excavating Inc PO BOX 490 Hopedale IL 61747-9555	NAIC # 13021	

COVERAGES

CERTIFICATE NUMBER: 766219228

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			60511947	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60511947	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			60511947	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	60511947	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Pekin
 Building and Inspections Dept
 111 S Capitol St
 Pekin IL 61554

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Don Enchess

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City of Pekin

Request for Proposals

Residential Demolition

2201 Court Street

2211 Court Street

2213 Court Street

City of Pekin

NOTICE TO BIDDERS

The City of Pekin is accepting proposals for the complete demolition of three residential structures. Sealed bids will be accepted until March 22, 2023 at 10:30am at the City of Pekin City Hall located at 111 S. Capitol St., Pekin, IL 61554. Sealed bids will be publicly opened on March 22, 2023 at 10:30 AM at Pekin City Hall. Questions concerning this request for bids should be directed to Josie A. Esker, City Engineer in writing at jaesker@ci.pekin.il.us.

Josie A. Esker, City Engineer
Phone (309) 478-5399 * Fax (309) 346-2095 * Email: jaesker@ci.pekin.il.us
111 S. Capitol Street, Pekin IL 61554

Attachment: Court St. Demo - Bid from CMT (3424 : Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street)

1.01 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. The Work to be performed under this Contract consists of: DEMOLITION OF THREE MAIN STRUCTURES at 2201, 2211, and 2213 Court Street (See attached Exhibit A for map of structures to be removed), REMOVAL and DISPOSAL of ALL DEBRIS, PROPERLY BACKFILLING ALL BASEMENTS AND EXCAVATIONS, LEVELING LOT TO ORIGINAL GRADE AND SEEDING. Contractor will remove all foundation walls, footings, and basement slab. All utilities will be closed off as per requirements set forth by Ameren and Illinois American Water.
- B. City of Pekin will have asbestos testing and removal completed in advance of building demolition. The City will provide an on-site inspector during the demolition process. If any additional asbestos is found, Contractor shall haul away and dispose of asbestos on a Time and Material basis. All hauling and disposal of asbestos shall be in compliance with EPA and HAZMAT regulations.
- C. The existing sewer for the two buildings north of 2211 and 2213 Court Street runs through the buildings to be demolished. Restoring sewer service to those structures shall be completed BY OTHERS.
- D. All excavations shall be backfilled and compacted to 95% modified proctor. Soil shall be compacted in no greater than eight (8) inch lifts. Contractor shall be responsible for hiring firm to test soil during compaction efforts. Testing shall be completed randomly at the direction of the City of Pekin at no more than twenty-four (24) inch intervals. All backfilling and compaction efforts must be monitored by a City of Pekin representative.
- E. Contractor is responsible for verifying existing conditions prior to Bid. No additional compensation will be provided if Contractor fails to note existing conditions.
- F. Contractor is responsible for obtaining all necessary permits and scheduling all required inspections with the City of Pekin Inspections Department at 309-282-0586 or 309-478-5364.
- G. **No Pre-Bid Conference will be held.** Contact Josie Esker to arrange a tour of the work site. Please call 309-478-5399.
- H. The Contractor will furnish all EQUIPMENT, MATERIALS and LABOR necessary for the proper completion of the contract.
- I. The Contractor will repair, replace or otherwise settle with the City of Pekin if damage occurs to property or existing facilities during performance of Work.

1.03 SELECTION PROCESS

The City will take into account such matters it considers appropriate in selecting the successful bidder. The City reserves the right to reject, for any reason, any and all bids. The City reserves the right to award to any company that submits a bid, regardless of price, if it is in the best interest of the City. Evaluation criteria will include:

- A. Contractor's proposed fee
- B. Demonstrated experience
- C. Prior working relationship with City of Pekin
- D. Quality and Appearance of the Proposal

1.04 QUALITY ASSURANCE

- A. The Contractor shall complete work assigned in a professional manner.
- B. The Contractor shall assume full responsibility for additional costs that may result from unauthorized deviations from the contract.
- C. The City of Pekin reserves the right to cancel this contract at any time with 15 days written notice for any reason deemed necessary.

1.05 TAXES AND INSURANCE

- A. Before commencing work, the Contractor and each subcontractor shall furnish the City of Pekin with certificates of insurance showing the following insurance is in force and will insure all operations under the contract:
 - (1) Workmen's Compensation, in accordance with state law.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment and vehicles on the sites not covered by Automobile Liability under (3) below.
 - (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$300,000.00.
- B. The City of Pekin is a municipal corporation and therefore is exempt from sales tax as determined by the state of Illinois.

1.06 INVOICING AND PAYMENT

- A. Successful bidder shall invoice the City of Pekin, 111 S. Capitol St, Pekin, IL 61554 by the 5th of each month for services rendered the preceding month.
- B. All bills are approved by the City Engineer bi-weekly and checks are mailed within 30 days.
- C. Certified weekly payrolls shall be submitted prior to issuing payment to ensure compliance with prevailing wage requirements.

1.07 BID DEADLINE

Proposals are due **March 22nd, 10:30 AM** at the City of Pekin 111 S. Capitol St, Pekin, IL 61554. The page with the "References" section completed must be returned with the following proposal page completely filled out. By signing this document, Contractor agrees to all terms and conditions as presented.

1.08 REFERENCES

Please provide three references for your work:

Name:	Telephone
1. Rhonda Adkins	(309)241-6350
2. Carol Williams	(309)550-2108
3. Corry Campbell	(309)573-5544

BID FORM**1. Demolition of 2201, 2211, & 2213 Court St. –**

75,000.00

a. BID PRICE

\$ _____

Company Name

CMT Excavating

Representative

Chase M. Teal

Title

President

Address

14176 State Route 29 Pekin, IL 61554

Phone

(309)202-8133

Date

March 21, 2023

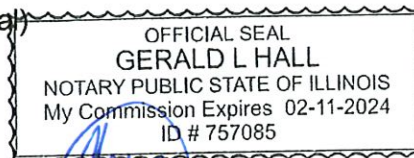
March 21, 2023

Signature & Date

Chase TealState of Illinois County of TAZEWELL. This instrument
was acknowledged before me on3-22-23

(date) by

(seal)



signature of notary public

Project Location



Attachment: Court St. Demo - Bid from CMT (3424 : Receive and File Bids for Demolition of 2201, 2211, and 2213 Court Street)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2023

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IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bums & Wilcox, Ltd. 7500 College Blvd., Suite 1215 Overland Park KS 66210		CONTACT NAME: Chad D Fox PHONE (A/C No. Ext): 309-346-4167 FAX (A/C No.): 309-346-1772 E-MAIL ADDRESS: chad.fox@countryfinancial.com	
INSURED CMT Excavating, Inc. C/O Chase M. Teal 14176 Slate Route 29 Pekin IL 61554		INSURER(S) AFFORDING COVERAGE INSURER A: Northfield Insurance Company NAIC # 20990 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES:

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		WS459547	06/13/2022	06/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			06/13/2022	06/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			06/13/2022	06/13/2023	EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NTA			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
				06/13/2022	06/13/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job Location: 2700 Pine St Pekin, IL 61554

CERTIFICATE HOLDER

CANCELLATION

City of Pekin 111 S. Capital St. Pekin, IL 61554	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chad D. Fox
--	---

City of Pekin
Bid Form Requirements Cover Page

Project Site Address: 2201, 2211, & 2213 Court Street

To be enclosed in an envelope which shall be sealed and clearly labeled with:

- The words "City of Pekin Court St. Demolition";
- Name of bidder;
- Date of submission; and
- Due date of bid.

Bid Period: **March 8th through March 22, 2023 at 10:30am CST**

Bids due at: **111 S. Capitol Street Pekin, IL 61554**

All potential bidders must all information requested in this bid packet

- 1. Bid Form with proposed price. Must be signed and notarized.**
- 2. 3 References**
- 3. Non-Collusion Statement of Bidder**
- 4. IRS W-9 Form (completed for prime bidder and any proposed sub-contractors)**
- 5. Copy of current liability insurance policy**

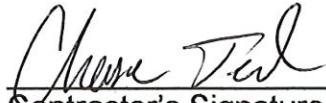
City of Pekin
Non-Collusion Statement of Bidder

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on:


 Contractor's Signature

March 21, 2023
 Date



REQUEST FOR COUNCIL ACTION

Agenda Date:

March 27, 2023

To:

Council Members

From:

Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM:

Resolution No. 564-22/23 Authorizing Mayor Pro Tem to Make Appointments to Committees

ACTION REQUESTED:

Approve and Adopt the Resolution.

DESCRIPTION: There are currently several vacant positions on various commissions and committees of the City and due to the vacancy in the office of the Mayor, those vacancies remain unfilled even though there are qualified candidates who have expressed interest in serving on those commissions and committees.

In order to satisfy the best interest of the City and ensure continued operation and effectiveness of those committees and commissions, it is recommended that Mayor Pro Tem Becky Cloyd be authorized to make appointments to the committees and commissions of the City.

FINANCIAL IMPACT:

N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

3/22/2023

Date:

City Manager:

Date:

Resolution No. 564-22/23 A Resolution Authorizing Mayor Pro Tem to Make Appointments to Committees

WHEREAS, there are vacant positions on various commissions and boards of the City; and

WHEREAS, due to the current vacancy in the office of the Mayor, those vacant positions remain unfilled even though there are qualified candidates who have expressed interest in filling such vacancies; and

WHEREAS, the City Council finds that it is in the best interest of the City to designate an official with the power to make appointments in the absence of a Mayor in order to ensure the continued operation and effectiveness of those various committees and commissions that have been established by the City Council; and

WHEREAS, the City Council finds that the authority to make appointments pursuant to the City Code should rest with the Mayor Pro Tem.

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

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

Section 2. Becky Cloyd, as Mayor Pro Tem, is authorized to make appointments to the committees and commissions of the City in the manner set forth in the Pekin City Code.

Section 3. The authority granted by this Resolution shall continue until the current vacancy in the Office of Mayor is filled by appointment or election.

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: March 27, 2023
To: Council Members
From: Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM: Resolution No. 565-22/23 Appointments to the Historic Preservation Committee for a Three Year Term

ACTION REQUESTED: Approve and Adopt the Resolution.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Nicole L. Stewart

Nicole L. Stewart, Deputy City Clerk

3/22/2023

Date:

City Manager:

Date:

Resolution No. 565-22/23 Appointments to the Historic Preservation Committee for Three Year Terms

WHEREAS, Chapter 2, Article 6, Division 7 of the Pekin City Code establishes a Historic Preservation Commission made up of seven voting members to be appointed by the Mayor and approved by the City Council; and

WHEREAS, no members have been appointed to the Commission since approximately 2012 and there are currently no sitting members; and

WHEREAS, the City Council desires to revive the Historic Preservation Commission; and

WHEREAS, the Mayor Pro Tem, pursuant to authority granted in Resolution No. xx-22/23, has appointed the following members to the Historic Preservation Commission, effective immediately, for an initial three-year term to the first Monday in May:

DEBORAH L. MONTGOMERY
LOUISE HOWARD
JARED OLAR
CHRISTINA OLAR
TYLER CHASCO

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

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

Section 2. The appointments set forth by the Mayor Pro Tem to the Historic Preservation Commission are approved. The appointed members shall serve three year terms, in accordance with Section 2-6-7-4 of the Pekin City Code.

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: March 27, 2023
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Resolution No. 566-22/23 Agreement with Flock Safety for 54 Additional Flock LPR Cameras

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Pekin Police Department has been utilizing four Flock brand License Plate Reader (LPR) cameras for the past year to assist with the investigation of violent crimes, stolen vehicles, stolen license plates, missing persons, Amber Alerts, along with several other important notifications. The evidence gained from the existing cameras has proven to be invaluable over the past year with numerous investigations including an attempted murder shooting, stalking, and the recovery of numerous stolen vehicles. Recently, the police department became aware of a grant opportunity being offered by the State of Illinois that would provide funding for additional Flock LPR Cameras. The police department completed the grant request paperwork for 52 LPR cameras and two mobile LPR's. The cameras would be placed at the entrances/exits into Pekin along with most of the major intersections. The department was notified last week that our request was preliminarily approved and final approval is expected in the middle of March. The funds would be dispersed in April 2023. The total amount for the cameras and installation is \$159,800 and would be completely funded by the grant. The term of the contract would be 12 months with a 60 day cancellation opt out with no cost. Staff recommends that Council approve this agreement with Flock Safety.

FINANCIAL IMPACT: This was not a budgeted expense for this fiscal year. However, this expense is totally funded by this grant should it be awarded. There will be no actual impact on the budget other than it coming out of our equipment line item in the patrol budget. There would be a revenue in the grant portion showing the receipt of the grant. The grant revenue line item is 100-760-442600.

Requested Amount: \$159,800

Line Item: 100-761-529000

Budgeted Amount: This was not budgeted, but would be covered by the grant funds.

Remaining Funds:

IMPACT IF APPROVED: Approval of this agreement would allow the police department to expand our use of the Flock (LPR) program to further enhance our abilities to investigate and identify crimes. As stated above we have seen much success with the use of only four cameras. By adding to the current system, we would be expanding our abilities to continue our efforts to police smarter. This would also be part of a larger regional effort in conjunction with Peoria, East Peoria, Bloomington, Springfield and several other agencies in a collaborative effort to combat crime.

IMPACT IF DENIED: We would lose the grant that we applied for and another agency would reap the benefits of the grant. This is only part of the grant. Other parts of the grant plan would have to be denied as well, which would have an impact negatively on the overall program.

ALTERNATIVES: No other grants covered this initiative.

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 566-22/23 Approve Agreement with Flock Safety for 54 Additional Flock License Plate Reader Cameras

WHEREAS, the Pekin Police Department currently uses four Flock Safety brand License Plate Reader (LPR) cameras to assist with the investigation of violent crimes, stolen vehicles, stolen license plates, missing persons, amber alerts, and other important notifications; and

WHEREAS, the Police Department applied for and was preliminarily awarded a grant by the State of Illinois to provide funding for 54 additional Flock LPR cameras to be placed throughout the City; and

WHEREAS, the cost to purchase and install the cameras would be paid by the City over 12 months and would be fully funded by the grant award; and

WHEREAS, the City Council finds it is in the best interests of the City and the safety and security of its residents to purchase these additional LPR cameras from Flock.

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

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

Section 2. The purchase of 54 Flock LPR cameras is approved pursuant to the terms of the quote attached hereto as Exhibit A.

Section 3. The Mayor Pro Tem is authorized to execute, and the Clerk is directed to attest, the Services Agreement Order Form and the Government Agency Agreement attached hereto as Exhibit B, with such changes as the Mayor Pro Tem deems necessary and appropriate.

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

MAYOR

ATTEST:

CITY CLERK

flock safety

Created Date: 12/01/2022

Expiration Date: 12/17/2022

Quote Number: Q-09376

Prepared By: Philip Nanni

Phone: 8159156316

Email: phil.nanni@flocksafety.com

Address Information

Bill To:

111 S Capitol St
Pekin, Illinois 61554

Ship To:

111 South Capitol Street
Pekin, Illinois 61554

Billing Company Name: IL - Pekin City PD
Billing Contact Name: Brian Willmert
Billing Email Address: blwillmert@ci.pekin.il.us
Billing Phone: 309-478-5396
Billing Fax:

Terms and Conditions

Contract Start Date: 01/02/2023
Subscription Term: 12 Months
Billing Frequency: 50%/25%/25%



Professional Services and One-Time Purchases

Services and One Time Fees	Service Description	Sales Price	Quantity	Total Price
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	38.00	\$13,300.00
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	\$750.00	14.00	\$10,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Products	Product Description	Product Sales Price	Product Quantity	Annual Product Price
Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$2,500.00	52	\$130,000.00
Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$3,000.00	2	\$6,000.00

flock safety

Subtotal Year 1:	\$159,800.00
Annual Recurring Subtotal:	\$136,000.00
Subscription Term:	12 Months
Estimated Tax:	\$0.00
Contract Total:	\$159,800.00

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.

flock safety

Created Date: 12/01/2022

Expiration Date: 12/17/2022

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flock safety

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**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: IL - Pekin City PD

Address: 111 S Capitol St
Pekin, Illinois 61554

Contact Name: Brian Willmert

Phone: (309) 478-5396

E-Mail:
blwillmert@ci.pekin.il.us

Billing Contact:

Expected Payment Method:

(if different than above)

Initial Term: 12

Renewal Term: 12 Months

Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.

Billing Term: Annual payment due Net 30 per terms and conditions

Billing Frequency: 1-year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months.

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	38.00	\$13,300.00
Professional Services - Advanced Implementation Fee	\$750.00	14.00	\$10,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	52.00	\$130,000.00
Falcon Flex	\$3,000.00	2.00	\$6,000.00

Subtotal Year 1:	\$159,800.00
Subscription Term:	12 Months
Annual Recurring Total:	\$136,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$295,800.00

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

By:

Name:

Title:

Date:

Customer:

By:

Name:

Title:

Date:

Attachment: 20230314093715528 (3410 : Resolution No. 566-22/23 Agreement with Flock Safety for 54 Additional Flock LPR Cameras)

Flock Group Inc.

Order Form

This proposal expires in 30 days.

Packet Pg. 127

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.2 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.3 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.4 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.5 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.6 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

Flock Group Inc.

Order Fo

This proposal expires in 30 days.

- 1.7 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.8 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.9 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.10 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.11 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.12 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.13 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.15 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.16 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.17 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.18 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.19 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.20 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.
- 1.21 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.22 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.23 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.
- 1.24 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.
- 1.25 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.26 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.27 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”).

Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.4 Usage Restrictions.

2.4.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension.

2.6.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the

Services for anything other than the Permitted Purpose (“*Service Suspension*”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.6.2 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“*Designated Location*”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“*Agency Installation Obligations*”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully

obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.7.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.10 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect

to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7)

days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. Fees. Agency shall pay the fees as set forth in the Order Form.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1 and 10.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law: Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:



REQUEST FOR COUNCIL ACTION

Agenda Date: March 27, 2023
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Resolution No.567-22/23 Purchase of Ammunition for the Police Department from Conway Shield

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Police Department Staff is requesting to move forward with their annual purchase of ammunition. This purchase is an annual purchase that is typically made near the end of our fiscal year. This covers duty ammunition as well as the ammunition utilized for practice and training. Police Department staff obtained three bids. Conway Shield out of Wisconsin was the lowest bid submitted for a total of \$17,625.00. Staff recommends council approve this purchase so the order can be placed and received during this current fiscal cycle.

FINANCIAL IMPACT: This is a budgeted item in line item 100-761-525000.

Requested Amount: \$17,625.00

Line Item: 100-761-525000

Budgeted Amount: \$23,000.00

Remaining Funds: \$22,344.79 before requested purchase

IMPACT IF APPROVED: This purchase will replenish our depleted ammunition utilized for training, practice as well as department issued duty ammunition.

IMPACT IF DENIED: The department will not have adequate supply of ammunition necessary for qualification, training, and duty issue.

ALTERNATIVES: N/A

REQUIRED SIGNATURES

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

City Manager:
 Date:

**Resolution No. 567-22/23 Approve Purchase of Ammunition for the Police Department from
Conway Shield**

WHEREAS, the Pekin Police Department is seeking authorization to make an annual purchase of ammunition for Department operations; and

WHEREAS, the Police Department obtained three quotes for the ammunition, of which Conway Shield submitted the lowest quote, a copy of which is attached hereto as Exhibit A.

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

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

Section 2. The Police Department is authorized to purchase ammunition from Conway Shield on the terms set forth in the quote from Conway Shield attached as Exhibit A.

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

MAYOR

ATTEST:

CITY CLERK



CITY OF PEKIN
POLICE DEPARTMENT



TO: Chief Dossey
FROM: Lieutenant R Jones
RE: 2023 Ammunition Purchase

Sir,

The following are the cost amount of the 2022/2023 practice ammunition purchase. I collected bids from 3 separate companies. Each bid is for the purchase of 18,000 rounds of 9mm, 7,000 rounds of .40 caliber, 5,000 rounds of .45 caliber, and 18,000 rounds of .223/556 caliber ammunition.

TJ CONEVERA'S	-	\$17,830.00
CONWAY SHIELD	-	\$17,625.00
R.P. HOME & HARVEST	-	\$19,850.00

Each vendor has no charge for shipping. According to the vendors, nearly all the ammunition could be delivered in 2-3 weeks after the paperwork is completed. I have attached the quotes and a cost breakdown sheet to this memorandum.

Respectfully Submitted,

Robert Jones
Lieutenant | Pekin Police Department
111 S. Capitol | Pekin, IL 61554
309.478.5340 | rdjones@ci.pekin.il.us





Magtech Ammunition

ILINMIWI

Law Enforcement Pricing 2023

Item ID	Description for Sales	Rnds case	Box Price	Case Price
A-Magtech-0100	CBC 556A 5.56 55gr FMJ 50 per box	1000	\$ 25.00	\$ 480.00
A-Magtech-0199	380A 380 Auto 95gr FMJ 50 per box	1000	\$ 19.00	\$ 350.00
A-Magtech-160	38P 38 Spl 158gr FMJ Flat Point 50 per box	1000	\$ 22.75	\$ 432.00
A-Magtech-0557	44A 44 Rem Mag 240gr SJSP 50 per box	1000	\$ 36.00	\$ 680.00

Sellier & Bellot Ammunition

B-S&B-0120	SB9A 9mm 115gr FMC 50 per box	1000	\$ 13.25	\$ 250.00
B-S&B-0130	SB9B 9mm 124gr FMC 50 per box	1000	\$ 13.50	\$ 255.00
B-S&B-0180	SB40B 40 S&W 180gr FMC 50 per box	1000	\$ 20.00	\$ 370.00
B-S&B-0190	SB45A 45 Auto 230gr FMC 50 per box	1000	\$ 22.25	\$ 420.00
B-S&B-0300	SB665A .556 55gr FMJ 20 per box	1000	\$ 10.00	\$ 480.00
B-S&B-0460	SBAA762A 7.62x51 147gr FMJ 20 per box	600	\$ 18.50	\$ 510.00

Sinterfire Frangible Ammunition

Sinterfire-90	Sinterfire 223 Rem 55gr 50 LF 50 per box	1000	\$ 35.00	\$ 668.00
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Terms are Net 30 Days. We will need a purchase order or department letterhead prior to shipping. Prices are subject to change without notice. We would need a current Federal Excise Tax form on file. You can download this form on our website at www.tjconevera.com

Hours are Monday to Friday 8am to 5pm CST. There is no extra charges for freight on orders over \$100.00

Orders under \$100.00 there is \$10.00 charge. Our email address is tjconevera@reagan.com. Prices are subject without any notice. These prices expired on 123123



TJ CONEVERA'S, INC.
 5064 Daillette Rd, Rockford, IL 61102
 (800)858-8056
 Email: tjconevera@reagan.com
WWW.TJCONEVERA.COM

SKU	Description	Manufacturer #	Rounds Requested	Qty in Boxes	Discounted Retail	Total W/Discount
1009912	SELLER AND BELLOT ~ HANDGUN ~ 9MM ~ 115GR FMJ ~ 50/BOX	SB9A	18,000	360	\$15.79	\$5,684.40
1009500	SELLER AND BELLOT ~ HANDGUN ~ .40 SW ~ 180GR FMJ ~ 50/BOX	SB40B	7,000	140	\$20.99	\$2,938.60
1006085	SELLER AND BELLOT ~ HANDGUN ~ .45 ACP ~ 230GR FMJ ~ 50/BOX	SB45A	5,000	100	\$22.36	\$2,236.00
1038781	PMC ~BRONZE ~.223 REM ~55GR FMJ ~20/BX	PMC223A	18,000	900	\$9.99	\$8,991.00
						\$19,850.00

Your final Total will be \$19,850.
Please contact me if you have any further questions. (618-685-2116 ask for Joe Trudeau)
Thank you!

Robert Jones - 309-218-3146
Pekin PD



Conway Shield
14100 W Cleveland Ave
New Berlin, WI, 53151
Phone: (800) 955-8489

Web: conwayshield.com

ISSUED TO:

Pekin police Dept IL
111 S. Capitol
Pekin IL 61554
United States of America
Attn: R. Jones

QUOTE

Quote Number: Q001433
Order Date: 2/17/2023
Valid Until: 4/18/2023
Salesperson: Jonathan Caponi
Customer ID: PEKINPD
Reference:

ITEM	ITEM DESCRIPTION	QTY.	PRICE	AMOUNT
AE223BKX	American Eagle .American eagle 55 gr 223 bulk pack 1 Case/ 1000 Rds	18.00	470.00	8,460.00
MT9A	RSR MAGTECH 9mm 115gr FMJ 50/1000	18.00	245.00	4,410.00
40180TMC	AMMO inc .40S/W 180gr TMJ 50pk/1000cs	7.00	365.00	2,555.00
A50				
45230TMC	Ammo Inc .45Auto 230gr TMJ 50PK/1000cs	5.00	440.00	2,200.00
A50				

Quote Submitted by:

Jonathan Caponi
jcaponi@conwayshield.com
708-935-2227

Quote Total: 17,625.00
Less Discount: 0.00
Tax Total: 0.00
Total (USD): 17,625.00

Attachment: 20230314120208694 (3428 : Resolution No.567-22/23 Purchase of Ammunition for the Police Department from Conway Shield)

Overall Cost Breakdown		
	Cost Per Vendor	State
Conevera's	\$17,830.00	IL
RP Harvest	\$19,850.00	IL
Conway Shield	\$17,625.00	WI

Conway Shield Price List				
Ammo Count	Cost per Case	Amount of Cases	Amount of Rounds	Total Cost
9mm				
40	1000	245	18	18000
45	1000	365	7	7000
223	1000	440	5	5000
		470	18	18000
				17,625.00

Remington Soft Point	55gr	1000	582
Remington FMJ	55gr	1000	398



REQUEST FOR COUNCIL ACTION

Agenda Date: March 27, 2023
To: Council Members
From: Trent Reeise, Fire Chief

AGENDA ITEM: Resolution No. 568-22/23 Approve Purchase of Self Contained Breathing Apparatus

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Pekin Fire Department received a FEMA Assistance to Firefighters Grant for replacement of self-contained breathing apparatus (SCBA) for our Technical Rescue and Hazardous Materials teams. The grant approval provides \$81,818.18 in Federal funding for the replacement project which has a total cost of \$92,220.00. This will require \$10,401.82 in local funds which will come out of the Fire Department's equipment line item.

The grant was approved for the replacement of 12 SCBAs (air packs), 24 1-hour air bottles, and 12 SCBA masks. The current 1-hour bottles are past their service life and the current air packs are based on the 1997 NFPA standard.

The Pekin Fire Department utilizes these 1-hour air packs and bottles for hazardous materials response. Due to the large amount of industrial business within the City of Pekin hazardous materials readiness has been a priority of the department for many years. In addition to covering the City of Pekin, the Pekin Fire Department is also the Tazewell County (MABAS 42) response team.

The Fire Department utilizes Scott brand SCBA and is requesting purchase as a sole source acquisition to maintain the same brand and compatibility with existing equipment in service. This is important not only for equipment compatibility, but also maintaining similar functionality so firefighters can remain proficient in their use in a time of emergency. It is vitally important that firefighters are able to operate the SCBA as "second-nature" as they rely on the SCBA to provide their breathing air when in toxic or hazardous atmospheres. Scott air packs are only sold by regional vendors. MES is the regional vendor for our area.

Attached is the quote for the total purchase. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$10,401.82
 Line Item: 100-034-529000
 Budgeted Amount: \$150,000
 Remaining Funds:

IMPACT IF APPROVED: Replace current of life equipment

IMPACT IF DENIED: Loss of Federal funding and retention of out-of-date equipment

ALTERNATIVES: n/a

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 568-22/23 Approve Purchase Fire Department Self Contained Breathing Apparatus

WHEREAS, the Pekin Fire Department received a FEMA Assistance to Firefighters Grant for replacement of self-contained breathing apparatus (SCBA) for its Technical Rescue and Hazardous Materials teams; and

WHEREAS, the grant approval provides \$81,818.18 in Federal funding for the replacement project which has a total cost of \$92,220.00, requiring \$10,401.82 in local funds; and

WHEREAS, the Fire Department uses Scott brand SCBA and is requesting purchase as a sole source acquisition to maintain the same brand and compatibility with existing equipment in service; and

WHEREAS, MES is the regional vendor for Scott products, and has submitted a quote for the purchase of the SCBA, a copy of which is attached hereto as Exhibit A.

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

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

Section 2. The purchase of SCBA equipment from MES pursuant to the quote attached hereto as Exhibit A is approved. The Mayor Pro Tem and City Clerk are authorized to execute any documents necessary to complete the purchase and accept the FEMA grant award, including executing the Obligating Document included in the attached Exhibit B.

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

MAYOR

ATTEST:

CITY CLERK



124 East First Street
Deer Creek, IL 61733

Quote

8.5.a

Quote # QT1668804
Date 02/15/2023
Expires 03/20/2023
Sales Rep Crabtree, James
PO # 2022 afg scba award
Shipping Method FedEx Ground
Customer PEKIN FD (IL)
Customer # C35179

Bill To

ATTN: ACCTS. PAYABLE
PEKIN FD
3232 COURT ST
Pekin IL 61554

Ship To

ERIC BENSON 309-613-0284
PEKIN FD
3232 COURT ST
Pekin IL 61554
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8814021305304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Continuous Hose, Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	12	\$6,080.00	\$72,960
804723-01			(HM) CYL&VLV CARBON 60	24	\$650.00	\$15,600
201215-02			AV-3000 HT (M), KVLR	12	\$305.00	\$3,660
Subtotal						\$92,220.00
Shipping Cost						\$0.00
Tax Total						\$0.00
Total						\$92,220.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

Attachment: PEKIN AFG quote revised for price reductions (3435 : Resolution No. 568-22/23 Approve Purchase of Self Contained Breathing



QT1668804

Packet Pg. 150

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 02/06/2023



Tony Rendleman
CITY OF PEKIN
3232 COURT STREET
PEKIN, IL 61554

EMW-2021-FG-04650

Dear Tony Rendleman,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$81,818.18 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$8,181.82 for a total approved budget of \$90,000.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CITY OF PEKIN

UEI-EFT: KNJ9VANA8MU5

DUNS number: 620346387

Award number: EMW-2021-FG-04650

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$90,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$81,818.18
Non-federal	\$8,181.82
Total	\$90,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

Scott Air-Pak X3 Pro SCBA with AV-3000 HT facepiece and (2) 60-minute cylinders for Hazmat and Technical Rescue teams

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	12	\$7,500.00	\$90,000.00	Equipment

CHANGE FROM APPLICATION

Unit price from \$10,516.00 to \$7,500.00

JUSTIFICATION

This reduction is because the cost requested for SCBA exceeds the average price range calculated from market research and prior awards for the same item.

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CITY OF PEKIN

UEI-EFT: KNJ9VANA8MU5

DUNS number: 620346387

Award number: EMW-2021-FG-04650

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipients State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans
Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	Reporting Subawards and Executive Compensation Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 34	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was

manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 45	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2021-FG-04650	2. Amendment No. N/A	3. Recipient No. 376002169	4. Type of Action AWARD	5. Control No. WX00794N2023T		
6. Recipient Name and Address CITY OF PEKIN 3232 COURT ST PEKIN, IL 61554		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Tony Rendleman		9a. Phone No. 3096130283	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 02/06/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 02/13/2023 to 02/12/2025 Budget Period 02/13/2023 to 02/12/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-FD-GB01 - P410-xxxx-4101-D	\$0.00	\$81,818.18	\$81,818.18	\$8,181.82
Totals			\$0.00	\$81,818.18	\$81,818.18	\$8,181.82
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	02/06/2023

From: [Crabtree, Eric](#)
To: [Reeise, Trent](#)
Subject: SCBA QUOTE
Date: Thursday, March 23, 2023 4:50:12 PM
Attachments: [image001.png](#)

Hi Trent

Per our conversation a while back I have extended the scba quote QT1668804 until 3/31/23, I am waiting on management approvals and should have this back to you tomorrow
Thank you

Eric Crabtree

Sales Representative

Municipal Emergency Services

Office: 800-322-8402

Cell: 309-261-6675

Email: jcrabtree@mesfire.com

www.mesfire.com





REQUEST FOR COUNCIL ACTION

Agenda Date: March 27, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 569-22/23 Approve Purchase of Tandem Dump Truck

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is for the purchase of a new 47X Western Star Tandem Dump Truck / Snow Plow. The City issued a request for proposals (RFP) in May for a tandem dump truck fully equipped with plow, wing plow and salt spreaders. The City received one bid back from Truck Centers Inc. for \$250,584.00. Truck Centers Inc. is a local company out of Morton, and the City of Pekin has purchased vehicles from them in the past. Truck Centers Inc. has one vehicle in stock that will be ready in late April or Early May which will be set aside for Pekin if this RFP is approved.

FINANCIAL IMPACT:

Requested Amount: \$250,584.00
 Line Item: 445-041-534000
 Budgeted Amount: \$514,000.00
 Remaining Funds: \$435,330.00

IMPACT IF APPROVED: Tandem truck will be purchased.

IMPACT IF DENIED: Tandem truck will not be purchased

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 569-22/23 Approve Purchase of Tandem Dump Truck from Truck Centers Inc.

WHEREAS, the Public Works Department has a need for a tandem dump truck in its Street Division for staffing and efficiency purposes; and

WHEREAS, the Street Division utilizes tandem dump trucks for numerous tasks; and

WHEREAS, the City issued a request for proposals for the purchase of a tandem dump truck to which one company responded; and

WHEREAS, the proposal submitted by Truck Centers was the only bid received; and

WHEREAS, City staff recommends adoption of the Truck Centers bid; and

WHEREAS, the City Council finds it is in the best interests of the City to adopt the proposal submitted by Truck Centers.

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

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

Section 2. The City Council hereby approves the purchase of a tandem dump truck from Truck Centers pursuant to the proposal attached hereto as Exhibit A.

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

MAYOR

ATTEST:

CITY CLERK

Tandem Dump Truck Request for Proposals



Following is the request for proposals for a 2024 Western Star 47X Dump Truck.

**Tandem Dump
Truck**

Tandem Dump Truck



8.6.a

Invitation for Bids

The purpose of the Request for Proposal (RFP) is to obtain quotes for a tandem dump truck.

All Communications regarding this RFP and for obtaining a complete RFP packet of information should be directed to;

Josie A. Esker, PE, SE
City Engineer
111 South Capitol
Street
Pekin, IL 61554
jaesker@ci.pekin.il.us

To be considered, each supplier must submit a completed proposal bid form, certificate of liability insurance, and any additional information requested in the RFP with their proposal packet.

Every effort will be made to adhere to the following schedule:

- | | |
|--------------------------------|-----------------------------------|
| • Distribute RFP | Wednesday March 8, 2023 |
| • Deadline for Questions | Wednesday March 15, 2023 5:00 PM |
| • Proposal Submission Deadline | Wednesday March 22, 2023 10:00 AM |

Proposals will be accepted until 10:00 AM on Wednesday March 22, 2023.

Envelopes shall be clearly marked "Request for Proposal – Tandem Dump Truck" on the outside of the envelope.

Sales of any kind to the City of Pekin and other governmental bodies, are exempt from the "Retailer's Occupation Tax, Service Use Tax, and Federal Excise Tax".

Attachment: Exhibit A - Tandem Dump Truck Proposal from Truck Centers (3421 : Resolution No. 569-22/23 Approve Purchase of Tandem

Tandem Dump Truck

Instructions for Bidders

The City of Pekin is requesting sealed proposals from qualified suppliers for a 2024 Western Star 47X tandem dump truck. All proposals must be submitted on the form provided by the City, and further must be properly executed in the space(s) provided.

All questions regarding this RFP must be submitted by e-mail to Josie Esker at jaesker@ci.pekin.il.us. All e-mails must indicate "Tandem Dump Truck" in the subject line. It is the sender's responsibility to verify receipt of email. The deadline for submittal of questions regarding this RFP is Wednesday March 15, 2023 5:00 PM (CST). No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available to plan holders. It shall be the responsibility of interested proposers to verify any addendums.

Selection Process

The City will take into account such matters it considers appropriate in selecting the successful bidder. The City reserves the right to reject, for any reason, any and all bids. The City reserves the right to award to any company that submits a bid, regardless of price, if it is in the best interest of the City. Evaluation criteria will include:

- The supplier's proposed fee
- The supplier's proximity to Pekin, IL
- Prior working relationship with the supplier
- Strength of supplier's service department

Bidder Qualifications & Proposals

The City of Pekin requests that suppliers interested in submitting proposals:

1. Clearly outline (on the provided bid form) the lump sum price for the proposed truck as shown in Attachment A.
2. Submit three account references that you currently service.

The supplier should be aware of the following:

- The proposal should confirm that neither the supplier nor any employee would be in a conflict of interest with respect to the proposal if the supplier were to be selected to provide the equipment required.
- The Supplier certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- Submission of a bid shall be conclusive assurance and warranty the bidder has examined the request and understands all requirements. The bidder will be responsible for all errors in the

Tandem Dump Truck



8.6.a

proposal resulting from failure or neglect to conduct an in-depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

- The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- All proposals will be property of the City of Pekin, IL.
- The lowest proposal will not necessarily be accepted. The City reserves the right to reject all bids, award the agreement, interview suppliers, negotiate specific terms of the agreement, and make other adjustments as required in consultation with the successful bidder.
- Sealed envelopes marked "Request for Proposal – Tandem Dump Truck" with the proponent's name and address shown on the upper left hand corner of the envelope, must be received at City Hall, Attn: Josie A. Esker, 111 South Capitol St. Pekin, IL 61554 prior to 10:00 AM on Wednesday March 22, 2023.

Terms and Conditions

1. It is mutually understood and agreed that the Supplier shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Pekin; but in no case shall consent relieve the Supplier from his obligations or change the terms of the contract.
2. The contract may be canceled or annulled by the City in whole or in part by written notice of default to the Supplier upon nonperformance or violation of contract terms. The City of Pekin reserves the right to terminate the service at any time during the term of the contract upon thirty (30) day written notice to the Supplier. Failure of the Supplier to deliver services within the time stipulated, unless extended in writing by the City of Pekin, shall constitute contract default.

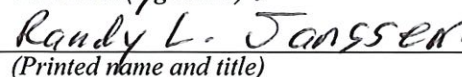
This Agreement entered into on _____
Date

CITY OF PEKIN (Signature)

(Printed name and title)



SUPPLIER (Signature)



(Printed name and title)

Tandem Dump Truck

Bid Form

Company Name TRUCK Centers Inc.

Company Address 300 E. ASHLAND ST MORTON IL 61550

Contact Name Randy L. Janssen

Contact Phone Number 309 573-1801

Please provide a price to complete work identified in the scope of work above.

Lump Sum Price	\$ <u>250,584</u>
-------------------	-------------------

By submitting this bid form, you hereby proclaim that the submitted pricing is truthful and accurate.

Name: Randy L. Janssen Signature: Randy L. Janssen

References

- Name Cole Swibold Phone Number 309 224-0481 CITY OF CANYON
- Name MARK KOENIG Phone Number 309 256-4367 KOENIG BODY
- Name Jerry BROWN Phone Number 309 241-1366 OLIVE GROVE TOWNSHIP

Exhibit A



"NEW" VEHICLE PURCHASE ORDER

Purchaser(s) Name: City OF Pekin

Date: 11/04/2022

Address: 111 S Capitol

Sales Rep: Randy Janssen

City: Pekin State: IL ZIP: 61554

Sold FOB: Pekin IL.

Phone: 309 478-5376 FAX: _____

Delivery Date: July 2023

STOCK #	YEAR	MAKE	MODEL	COLOR	SERIAL #	PRICE
	2024	WesternStar	47X	Red	<u>U79053</u>	\$120,455
ADDITIONAL INFORMATION: Koeng Body and Plow Equipment						\$129,891
TOTAL ORDER PRICE:						\$250,346
LIENHOLDER INFORMATION:						FEDERAL EXCISE TAX:
NET TRADE:						
TRADE YEAR	MAKE	MODEL	ALLOWANCE AMOUNT	PAY-OFF	DOC FEE:	\$75
					SALES TAX:	
					TITLE / LICENSE FEE:	\$163
PAYMENT TERMS: Cash, Certified Check, Wire Transfer, Bank Financing, or Approved Commercial Financing Company is acceptable. Checks must be approved in advance and Truck Centers, Inc. will retain MSO/Vehicle Title until check(s) clear bank or wired/ACH funds are received.						DEPOSIT:
DOWN PAYMENT:						
BALANCE DUE:						\$250,584

PURCHASER(S) AGREES TO THE FOLLOWING TERMS:

Purchaser accepts the Spec Sheet for the vehicle(s) described herein and agree(s) that it is complete, correct, and as ordered. X

DEALER WARRANTY DISCLAIMER: TRUCK CENTERS, INC. ("DEALER") DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE VEHICLE(S) DESCRIBED ABOVE IS/ARE SOLD "AS IS" BY DEALER. The vehicle(s) may or may not be covered by limited warranty (ies) provided by the manufacturer(s), but Dealer makes NO warranties whatsoever. X

LIMITATION OF PURCHASER(S) DAMAGES: IN NO EVENT WILL TRUCK CENTERS, INC. ("DEALER") BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF PURCHASER(S), INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF INCOME OR PROFIT, OR DAMAGE TO OR LOSS TO PROPERTY, OR COSTS OF USE OR REPLACEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, TORT OR OTHERWISE IN CONNECTION WITH THE SALE OF THE VEHICLE(S) DESCRIBED IN THIS VEHICLE PURCHASE ORDER. DEALER'S LIABILITY HEREUNDER IS LIMITED TO THE "TOTAL ORDER PRICE" AS STATED ABOVE. X

"The Undersigned warrants having full authority to complete the order on behalf of the Purchaser(s)"

Signed: _____ **TRUCK CENTERS, INC.**
(G.M. Approval)

Signed: _____ **PURCHASER**

Signed: _____ **PURCHASER**

Title: _____

Title: _____

Date: _____

TROY
2280 Formosa Rd.
Troy, IL 62294
(800) 669-3454

ST. LOUIS
747 E. Taylor Ave.
St. Louis, MO 63147
(800) 325-8809

MORTON
300 E. Ashland St.
Morton, IL 61550
(800) 397-4292

MT. VERNON
621 45th St.
Mt. Vernon, IL 62864
(800) 786-2545

SPRINGFIELD
2981 E. Singer
Springfield, IL 62703
(800) 786-1280

SOUTH BEND
1011 W. Sample South
Bend, IN 46619
(800) 589-7364

ELKHART
2000 Cassopolis St
Elkhart, IN 46516
(800) 589-7364

Prepared for:
Brian Franciscovich
PEKIN CITY OF
111 S Capitol St
1209 Koch St
Pekin, IL 61554
Phone: 309 478-5433

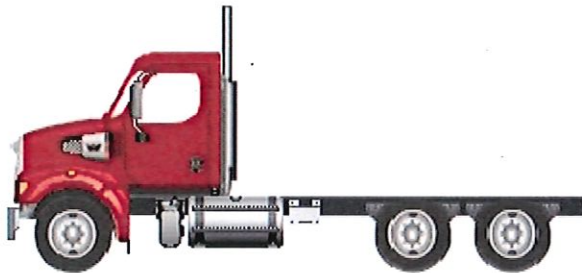
Prepared by:
Randy Janssen
TRUCK CENTERS, INC.
300 E. ASHLAND ST.
MORTON, IL 61550
Phone: 309-263-4240

A proposal for
PEKIN CITY OF

Prepared by
TRUCK CENTERS, INC.
Randy Janssen

Mar 14, 2023

Western Star 47X



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.7.906
Data Version PRL-27X.033
City Of Pekin

03/14/2023 1:15 PM

Page 1 of 1

Prepared for:
Brett Olson
PEKIN CITY OF
111 S Capitol St
1209 Koch St
Pekin, IL 61554
Phone: 309 477-2325

Prepared by:
Randy Janssen
TRUCK CENTERS, INC.
300 E. ASHLAND ST.
MORTON, IL 61550
Phone: 309-263-4240

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-27X	WST 47X/49X PRL-27X (EFF:MY24 ORDERS)			STD
Data Version				
DRL-018	SPECPRO21 DATA RELEASE VER 018			N/C
Vehicle Configuration				
001-470	WESTERN STAR 47X	9,050	6,525	\$224,378.00
004-224	2024 MODEL YEAR SPECIFIED			STD
002-003	SET FORWARD AXLE - TRUCK	-480	480	N/C
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10	N/C
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A5	WESTERN STAR VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 58000.0 lbs			
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs			

Prepared for:
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1209 Koch St
Pekin, IL 61554
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Prepared by:
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300 E. ASHLAND ST.
MORTON, IL 61550
Phone: 309-263-4240

Data Code	Description	Weight Front	Weight Rear	Retail Price
Truck Service				
AA3-018	FRONT PLOW/END DUMP BODY			N/C
AF3-1W0	HENDERSON			N/C
Tractor Service				
AA2-005	FLATBED TRAILER			N/C
AH6-001	SINGLE (1) TRAILER			N/C
Engine				
101-3BT	CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-FT @ 1200 RPM	-850	-70	(\$18,168.00)
Electronic Parameters				
79A-070	70 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79L-016	PTO MODE THROTTLE OVERRIDE - LIMIT TO 1500 RPM			N/C
79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED			N/C
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES			N/C
79U-002	PTO GOVERNOR RAMP RATE - 50 RPM PER SECOND			N/C
79W-011	THREE CLUSTER SELECTABLE PTO GOVERNOR ENGINE SPEED PARAMETER			N/C
79X-023	PTO SPEED 1 SETTING - 600 RPM			N/C
79Y-020	PTO SPEED 2 SETTING - 600 RPM			N/C
79Z-017	PTO SPEED 3 SETTING - 600 RPM			N/C
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING			N/C
Engine Equipment				
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			N/C
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-111	SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED AIR CLEANER, WITH INSIDE/OUTSIDE AIR AND SNOW DOOR			\$759.00
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	-10		N/C
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES	-10		(\$483.00)

Prepared for:
Brett Olson
PEKIN CITY OF
111 S Capitol St
1209 Koch St
Pekin, IL 61554
Phone: 309 477-2325

Prepared by:
Randy Janssen
TRUCK CENTERS, INC.
300 E. ASHLAND ST.
MORTON, IL 61550
Phone: 309-263-4240

Data Code	Description	Weight Front	Weight Rear	Retail Price
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL	-50	10	\$346.00
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			N/C
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-020	UNPOLISHED ALUMINUM WST BATTERY BOX COVER			N/C
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2		\$261.00
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2		\$118.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-032	C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH			N/C
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE			STD
28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH			STD
239-032	11 FOOT 00 INCH (132 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			STD
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	9	3	(\$187.00)
23Z-005	UNPOLISHED ALUMINUM WST DIESEL EXHAUST FLUID TANK COVER			STD
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD			STD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10		N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-001	FULL FLOW OIL FILTER			STD
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
270-016	RADIATOR DRAIN VALVE			N/C
168-002	LOWER RADIATOR GUARD			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			N/C
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		N/C

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-230	-130	(\$13,887.00)
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			STD
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84G-014	2200 RPM PRIMARY MODE SHIFT SPEED			N/C
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED			N/C
85E-007	MAXIMUM ENGINE SPEED FOR PTO ENGAGEMENT 800 RPM			N/C
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS			\$125.00
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO			STD

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Attachment: Exhibit A - Tandem Dump Truck Proposal from Truck Centers (3421 : Resolution No. 569-22/23 Approve Purchase of Tandem

Data Code	Description	Weight Front	Weight Rear	Retail Price
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON			STD
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED			STD
370-006	WATER TO OIL TRANSMISSION COOLER			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD
Front Axle and Equipment				
400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	90		\$1,576.00
418-058	CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS			STD
402-075	BENDIX ADB22X AIR DISC FRONT BRAKES	20		\$103.00
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-004	FRONT DISC BRAKE ROTORS			STD
427-998	NO FRONT BRAKE DUST SHIELDS			(\$75.00)
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS			STD
536-104	DUAL POWER STEERING GEARS, BENDIX 16- 20K	80		\$1,542.00
534-003	4 QUART POWER STEERING RESERVOIR	5		N/C
533-001	OIL/AIR POWER STEERING COOLER	5		N/C
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			STD
Front Suspension				
620-006	20,000# FLAT LEAF FRONT SUSPENSION	250		\$425.00
619-002	THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION			N/C
410-998	NO FRONT SHOCK ABSORBERS	-30		N/C
Rear Axle and Equipment				
420-1K3	MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE		10	(\$174.00)
450-058	CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS			STD
421-586	5.86 REAR AXLE RATIO			N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40	\$98.00
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-60	-60	(\$136.00)
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	\$1,317.00
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE			N/C
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH			N/C
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH			N/C
423-075	BENDIX ADB22X AIR DISC REAR BRAKES		-60	\$159.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)			N/C
451-005	REAR DISC BRAKE ROTORS			STD
425-002	REAR BRAKE DUST SHIELDS			STD
440-006	REAR OIL SEALS			STD
426-094	AIR DISC LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			STD
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS			STD
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			N/C
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension				
622-297	TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION		410	\$2,575.00
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)			N/C
431-003	AXLE CLAMPING GROUP			N/C
624-025	55 INCH AXLE SPACING			N/C
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS			N/C
439-001	REAR SHOCK ABSORBERS - ONE AXLE			N/C
Brake System				
490-109	WABCO 6S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH			(\$253.00)
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			N/C
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER			STD
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			N/C
460-014	STEEL AIR TANKS MOUNTED BELOW FRAME RAILS	5	5	\$12.00
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			(\$10.00)

Trailer Connections

914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS			\$95.00
919-060	(1) ADDITIONAL SWITCH FOR ELEC/AIR SOLENOID W/STATE RETENTION PLUMBED TO BACK OF CAB			\$199.00
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			\$40.00
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME			\$130.00

Wheelbase & Frame

545-110	4890MM (193 INCH) WHEELBASE, SFA ONLY			N/C
546-106	13.0MM X 87.0MM X 311.0MM STEEL FRAME (0.51X3.43X12.24 INCH) 120 KSI	200	380	\$1,310.00
552-014	1900MM (75 INCH) REAR FRAME OVERHANG			N/C
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-50	160	N/C
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	120		\$187.00
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 111.02 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 319.92 in			
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 45.1 in			
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 41.1 in			
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 43.34 in			
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 41.18 in			
553-001	SQUARE END OF FRAME			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-015	STANDARD CAST ALUMINUM CROSSMEMBER BACK OF TRANSMISSION			STD
562-063	STANDARD CAST ALUMINUM MIDSHIP			STD

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572-082	STANDARD CAST ALUMINUM REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER		20	N/C
568-012	CAST ALUMINUM REAR SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
025-001	UNPOLISHED ALUMINUM WST EQUIPMENT COVERS			STD
556-142	PAINTED STEEL 3/16 INCH (7GA) VOCATIONAL BUMPER	40		(\$446.00)
558-998	NO FRONT TOW HOOKS	-15		(\$64.00)
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
551-032	CLASS 10.9 THREADED METRIC FASTENERS; REAR SUSPENSION HANGER TO BE HUCK-SPIN			STD
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE			STD
924-007	LEFT HAND SIDE HEAVY DUTY BRACKETS REQUIRED			\$21.00
928-007	RIGHT HAND SIDE HEAVY DUTY BRACKETS REQUIRED			\$21.00
Fuel Tanks				
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10		\$86.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
Tires				
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$482.00
094-1YV	CONTINENTAL HDC3 11R22.5 16 PLY RADIAL REAR TIRES		192	(\$896.00)
Wheels				

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Data Code	Description	Weight Front	Weight Rear	Retail Price
502-664	ALCOA ULTRA ONE 89U63X 22.5X9.00 10-HUB PILOT 3.12 INSET 10-HD ALUMINUM FRONT WHEELS	-44		\$170.00
505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248	N/C
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES			\$68.00
Cab Exterior				
829-053	111.6 INCH BBC CONVENTIONAL ALUMINUM CAB			STD
82A-028	STAINLESS STEEL CAB ACCENT MOLDING			STD
667-001	FRONT FENDERS			STD
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$115.00
678-066	INTERIOR GRAB HANDLES WITH ADDED LOWER LH AND RH A PILLAR GRAB HANDLES AND LH AND RH EXTERIOR NON-SLIP GRAB HANDLES			STD
65X-010	BRIGHT HOOD MOUNTED AIR INTAKE GRILLE, BLACK SCREEN, WITH LED ACCENT LIGHTS			STD
640-016	X-SERIES STEEL REINFORCED ALUMINUM CAB			STD
644-048	X-SERIES VOCATIONAL HOOD			STD
67U-001	HOOD OPENING ASSIST WITH LOCKING STRUT			STD
652-016	WESTERN STAR NAMEPLATES			STD
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB			(\$98.00)
726-001	SINGLE ELECTRIC HORN			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
327-010	SWITCH AND WIRING WITH STAINLESS STEEL BRACKETS MOUNTED OUTBOARD ROOF FOR (2) CUSTOMER FURNISHED BEACONS			\$273.00
312-075	LED LOW BEAM AND HIGH BEAM HEADLIGHTS			(\$72.00)
302-073	VISOR MOUNTED LED MARKER LIGHTS			N/C
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER			\$162.00
311-001	DAYTIME RUNNING LIGHTS			STD
294-1AU	INDIVIDUAL LED STOP/TURN/BACKUP LIGHTS GROMMET MOUNTED BELOW RAIL			(\$27.00)
300-043	LED SIDE TURN SIGNAL			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
744-106	C-BAR MIRROR SYSTEM WITH DUAL HEATED MIRRORS WITH INTEGRAL HEATED CONVEX, DUAL REMOTE, STAINLESS STEEL BACK COVER, AND BLACK C-BAR			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-209	LH AND RH CONVEX MIRRORS INTEGRAL WITH PRIMARY MIRRORS			STD
74A-001	RH DOWN VIEW MIRROR			STD
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-098	UNPOLISHED ALUMINUM WST AFTERTREATMENT SYSTEM COVER			STD
764-020	STAINLESS STEEL EXTERIOR SUN VISOR WITH INTEGRAL MARKER LIGHTS	16		\$538.00
768-064	SINGLE SOLAR TINTED REAR WINDOW, (1) 31 INCH X 20 INCH			STD
663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD			STD
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR			STD
Cab Interior				
055-015	X-SERIES BASE INTERIOR TRIM LEVEL PACKAGE			STD
707-1C3	CHARCOAL BLACK VINYL BASE LEVEL INTERIOR			STD
70K-016	CARBON WITH BASE BLACK ACCENT			STD
772-035	BLACK MATS WITH ADDED FLOOR HEAT AND NOISE INSULATION			\$126.00
785-014	(2) DASH MOUNTED POWER OUTLETS AND COIN TRAY			STD
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
741-015	(2) COAT HOOKS ON BACKWALL OF CAB			STD
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
720-072	2-1/2 LB. FIRE EXTINGUISHER SHIPPED LOOSE IN CAB	5		\$40.00
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY			\$19.00
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER			STD
739-034	PREMIUM INSULATION			\$83.00
324-1B3	STANDARD LED CAB LIGHTING			STD
787-998	NO SECURITY DEVICE			(\$15.00)

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Data Code	Description	Weight Front	Weight Rear	Retail Price
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-003	KEY QUANTITY OF 3			\$9.00
655-028	LH AND RH ELECTRIC DOOR LOCKS WITH AUTO UNLOCK FEATURE WHEN DOOR IS SET FROM OPEN TO CLOSED POSITION			STD
64C-003	BLACK DOOR HANDLES			STD
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10		\$24.00
756-1J5	BASIC 2.0 HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND TILT			STD
760-1J4	BASIC 2.0 HIGH BACK NON SUSPENSION PASSENGER SEAT			(\$223.00)
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS			STD
758-135	BLACK MORDURA CLOTH DRIVER SEAT COVER WITH EMBROIDERED LOGO			STD
761-135	BLACK MORDURA CLOTH PASSENGER SEAT COVER WITH EMBROIDERED LOGO			N/C
763-1AA	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND FIXED D-RING RETRACTOR PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
185-004	STANDARD FOOT PEDAL SYSTEM			STD
106-002	ELECTRONIC ACCELERATOR CONTROL			STD
870-001	BLACK GAUGE BEZELS			STD
734-018	STANDARD CENTER INSTRUMENT PANEL			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-004	PANEL LAMP DIMMER SWITCH IN SWITCH PANEL			\$11.00
160-045	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR WITH DUST CAP LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
854-998	NO ENGINE OIL TEMPERATURE GAUGE			(\$36.00)
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-031	ENGINE, TRIP AND PTO HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			STD
080-109	PTO PKG 09, SNOW PLOW			N/C
736-998	NO OBSTACLE DETECTION SYSTEM			(\$4,324.00)
72J-998	NO DR ASSIST SYSTEM			STD
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL			(\$354.00)
73B-998	NO LANE DEPARTURE WARNING SYSTEM			(\$1,080.00)
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL			STD
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939			STD
747-001	DASH MOUNTED RADIO			STD
750-041	STANDARD SPEAKER SYSTEM			STD
753-998	NO AM/FM RADIO ANTENNA			(\$11.00)
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD			STD
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION			STD
751-001	SINGLE REMOTE SPEAKER WITH LEAD FOR 2-WAY RADIO			STD
752-004	SINGLE FIBERGLASS LH MIRROR MOUNTED CB ANTENNA WITH BRACKET AND LEAD			STD

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75W-001	HEADLINER MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, GNSS/GPS			\$75.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
812-032	ELECTRONIC 2500 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
329-129	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT			\$165.00
4C1-005	HARDWIRE SWITCH #1,ON/OFF MOMENTARY, 20 AMPS IGNITION POWER			\$15.00
4C2-005	HARDWIRE SWITCH #2,ON/OFF MOMENTARY, 20 AMPS IGNITION POWER			\$15.00
4C3-005	HARDWIRE SWITCH #3,ON/OFF MOMENTARY, 20 AMPS IGNITION POWER			\$15.00
4C4-005	HARDWIRE SWITCH #4,ON/OFF MOMENTARY, 20 AMPS IGNITION POWER			\$15.00
81Y-998	NO PRE TRIP SYSTEM TEST			(\$12.00)
482-001	BW TRACTOR PROTECTION VALVE			\$120.00
883-001	TRAILER HAND CONTROL BRAKE VALVE	2		\$35.00
842-001	2 INCH TURBO AIR PRESSURE GAUGE			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			\$30.00
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
87G-005	OPTIONAL AIR SWITCH 1 WITH NO INTLK			N/C
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-6I2	CAB COLOR A: L3781EY VIPER RED ELITE EY			N/C
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
Certification / Compliance				
996-009	U.S. AND CANADA (DUAL CERTIFICATION), EXCEPT SALES CABS AND GLIDER KITS			N/C

Prepared for:
Brett Olson
PEKIN CITY OF
111 S Capitol St
1209 Koch St
Pekin, IL 61554
Phone: 309 477-2325

Prepared by:
Randy Janssen
TRUCK CENTERS, INC.
300 E. ASHLAND ST.
MORTON, IL 61550
Phone: 309-263-4240

Data Code	Description	Weight Front	Weight Rear	Retail Price
Sales Programs				

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$197,457.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8177 lbs	7707 lbs	15884 lbs
Total Weight ⁺	8177 lbs	7707 lbs	15884 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMV-021	GHG21 ENHANCEMENT PRICE	\$510.00
RFY-022	FRONT TIRE SURCHARGE	\$60.00
RFU-022	REAR TIRE SURCHARGE	\$240.00
RFZ-024	MY24/CY23 PRICING SURCHARGE	\$5,250.00
P73-2WS	STANDARD DESTINATION CHARGE	\$3,375.00

Extended Warranty

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES	\$1,395.00
---------	--	------------

Currency Exchange Rate 1.0000

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MORTON, IL 61550
Phone: 309-263-4240

Total Extended Warranty (Local Currency)

\$1,395.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Prepared for:
Brett Olson
PEKIN CITY OF
111 S Capitol St
1209 Koch St
Pekin, IL 61554
Phone: 309 477-2325

Prepared by:
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300 E. ASHLAND ST.
MORTON, IL 61550
Phone: 309-263-4240

Q U O T A T I O N

WESTERN STAR 47X

SET FORWARD AXLE - TRUCK
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB-
FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION

DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE
20,000# FLAT LEAF FRONT SUSPENSION
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
4890MM (193 INCH) WHEELBASE, SFA ONLY
13.0MM X 87.0MM X 311.0MM STEEL FRAME
(0.51X3.43X12.24 INCH) 120 KSI
1900MM (75 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 119,255	\$ 119,255
EXTENDED WARRANTY		\$ 1,395	\$ 1,395
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 120,650	\$ 120,650

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (358)	\$ (358)
TAXES AND FEES	\$ 163	\$ 163
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
--------------------	--------	--------

BALANCE DUE	(LOCAL CURRENCY)	\$ 120,455	\$ 120,455
-------------	------------------	------------	------------

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604
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Fax: (309) 673-6836



You name it... We can build it!



ASE Certified
Technicians

8.6.a

QUOTE [X]
ESTIMATE []
ORDER []

TO: TRUCK CENTERS
ADDRESS: 300 E. ASHLAND
CITY: MORTON, IL 61550

DATE: 05/3/01/2022

PHONE: 263-4240

FAX: 263-6150

ATTN: RANDY / DEMO

WESTERN STAR

RED

114"CT

3000RDS ALLISON

TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
1		HENDERSON 14' MARK "E" DUMP BODY "201 STAINLESS STEEL":			
		- FLAT BOTTOM DESIGN			
		- CONTINUOUS WELDED SEAMS AND REINFORCEMENTS			
		- 11 TO 14 CUBIC YARDS			
		- 60" HEAD, 36" SIDES, 44" GATE			
		- STRUCTURAL 8" I-BEAM LONG BEAMS, CARBON STEEL / WELDED 100%			
		- 1/4" AR-400 FLOOR WITH RADIUS TO SIDE WALLS			
		- 10 GA. 201S.S. STEEL TAILGATE AND 10 GA. 201 STAINLESS STEEL			
		SIDES/HEAD/GATE			
		- 3-PANEL GATE AND STAINLESS STEEL DOUBLE-ACTING GATE CHAINS			
		- 6" DEEP SIDE TOP RAIL, V-CRIMPED SIDES			
		- 12" REAR CORNER POST			
		- STD BULKHEAD AND REINFORCEMENT			
		- 8" STEEL REAR BODY APRON			
		- AIR TAILGATE LOCK/RELEASE			
		- SIDE BOARD POCKETS - FRONT AND REAR			
		- BOXED LOWER SIDE RAILS			
		- 12" DEEP DOGHOUSE, FRONT TO REAR			
		- 10 GA. STAINLESS STEEL CABSHIELD AND 7 GA. SIDE GUSSETS			
		WITH BOX TOP RAIL FOR SIX LIGHTS			

PAGE 1

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

Packet Pg. 199

Attachment: Exhibit A - Tandem Dump Truck Proposal from Truck Centers (3421 : Resolution No. 569-22/23 Approve Purchase of Tandem

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

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Ph.: (309) 673-7435 or (800) 767-7406
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QUOTE ☒ [X]
ESTIMATE ☐ []
ORDER ☐ []

TO: TRUCK CENTERS
ADDRESS: 300 E. ASHLAND
CITY: MORTON, IL 61550

DATE: 05/01/2022
PHONE: 263-4240
FAX: 263-6150

ATTN: RANDY / DEMO

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
WESTERN STAR		RED	114"CT	3000RDS ALLISON	

QUANTITY	DESCRIPTION	NET PRICE
1	HENDERSON TRUNNION HOIST CS SERIES "DOUBLE ACTING":	
	- LOW PROFILE CRADLE WITH BODY GUIDES	
	- GREASABLE STEEL HINGE PINS, 2" DIAMETER C.R.R.	
	- EXTRA HEAVY-DUTY HINGE ANGLE, 6" X 8" X 1/2", RAIL RECESSED AND APPROXIMATELY 9" O.H.	
	- HOIST CYLINDER HAS NITRIDE STAGES AND BEARING PIVOTS	
	- GREASELESS COMPOSITE CYLINDER BEARINGS	
	- OSCILLATING TRUNNION COLLAR	
	- LOW PROFILE BODY MOUNTING, 8" TOP OF CHASSIS TO BODY FLOOR	
	- BODY PROPS, ONE EACH SIDE ON CRADLE	
	- 19.9 TON CAPACITY HOIST	
1	BOTTOM OF BODY, HOIST, PLOW HITCH AND CHASSIS COMPONENTS	
	PAINTED BLACK AND BODY SHELL IN NATURAL COLOR	
1	SAFETY/ACCESSORIES EQUIPMENT:	
	- 3/4" RD BAR , TARP RAIL EACH BODY SIDE	
	- RED/SILVER REFLECTIVE TAPE ON BODY SIDES, TAILGATE AND SPREADER	
	- F.M.V.S.S. 108 LIGHTS/REFLECTORS	
	- ECCO BACK-UP ALARM, AND JUNCTION BOX IN LOCKER	

PAGE 2

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

Packet Pg. 200

Attachment: Exhibit A - Tandem Dump Truck Proposal from Truck Centers (3421 : Resolution No. 569-22/23 Approve Purchase of Tandem

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QUOTE ☒ [X]
ESTIMATE ☐ []
ORDER ☐ []

TO:TRUCK CENTERS
ADDRESS: 300 E. ASHLAND
CITY: MORTON, IL 61550

DATE: 05/01/2022
PHONE: 263-4240
FAX: 263-6150

ATTN: RANDY / DEMO

WESTERN STAR RED 114"CT 3000RDS ALLISON

TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
		CONTINUED:			
		- FRONT/AFT REAR MUD FLAPS(AFT FLAPS CHASSIS MOUNTED)			
		- CORNER POST STOP-TAIL-TURN LAMPS AND CABSHIELD REARWARD			
		- CORNER POST L.E.D 3965A STROBES AND CAB SHIELD REARWARD			
		- CHASSIS I.D. (3-LIGHT) LIGHT BRACKET BELOW HINGE ANGLE			
		- ALL BODY LIGHTS RUBBER GROMMET MOUNTS AND PLUG CONNECTED			
		- ALL EXTERIOR CONNECTIONS SHRINK WRAPPED			
		- LEFT HAND FRONT FOLD DOWN LADDER W/ 2 INSIDE STEPS			
		- #ABL3930 HI/LO PLOW LIGHTS ON ALUMINUM TILT HOOD BRACKETS			
		- ALUMINUM AND STAINLESS STEEL CAB BAR MOUNTED TO CAB			
		MOUNTING LIGHT BRACKETS			
		- WIRING ROUTED THRU PROTECTIVE CONDUIT/RUBBER GROMMETS			
		STAINLESS ANGLE			
		- PACKARD PLUG CONNECTIONS WITH DIELECTRIC GREASE			
		- O.E.M. DASH SWITCHES – UTILIZE FACTORY PLOW LIGHT SWITCH			
		1) PTO			
		2) PLOW LIGHTS ON/OFF (CHASSIS PLOW CANCELLATION SWITCH)			
		3) LED BAR LIGHT			
		4) SPREADER LIGHTS			
		5) DRIVING LIGHTS (HID)			

PAGE 3

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

Packet Pg. 201

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QUOTE ☒
ESTIMATE ☐
ORDER ☐

TO:TRUCK CENTERS
ADDRESS: 300 E. ASHLAND
CITY: MORTON, IL 61550

DATE: 05/01/2022
PHONE: 263-4240
FAX: 263-6150

ATTN: RANDY / DEMO

WESTERN STAR

RED

114"CT 3000RDS ALLISON

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
		6) ALL STROBES			
		- ADJ. 3" SPREADER WORK LIGHT EACH SIDE HIGH MOUNTED			
		- LED FLOOD LIGHT BAR BETWEEN HID'S			
		- MOUNT OEM TAIL LIGHTS ON SIDE OF TRUCK FRAME			
		- VISION X HID DRIVING LIGHTS ON CAB BAR			
		- LED STROBE BARS ON EACH END OF CAB BAR, QUAD FLASH			
		- SHOVEL BRACKETS DRIVERS FRONT			
		- 45DEG.STROBE LIGHTS IN CABSHIELD			
1		KBE DESIGNED LOAD SENSE:			
		PTO DRIVE CENTRAL HYDRAULIC SYSTEM:			
		- TXV 92 - 5.6 LOAD SENSE PUMP			
		- RVC REMOTE CONTROL SYTEM FOR BODY AND PLOW			
		- HOT SHIFT PTO DIN SHAFT			
		- COMBO STEEL TANK / VALVE LOCKER			
		- PROPORTIONAL VALVE SYSTEM/HIGH PRESSURE FILTER			
		- ELECTRONIC SPREADER VALVE			
		- ALL CONTROLS MOUNTED IN CONSOLE			
		- ALL HOSES AND FITTINGS TO SPEC			
		- CINCINNATI DESIGN SPREADER HOSES W/ QC & DUST COVERS			
		- TOP TANK MOUNT OIL FILTER WITH GAUGE, 10 MICRON ELEMENT			

PAGE 4

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

Packet Pg. 202

Attachment: Exhibit A - Tandem Dump Truck Proposal from Truck Centers (3421 : Resolution No. 569-22/23 Approve Purchase of Tandem

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Fax: (309) 673-6836



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QUOTE [X]
ESTIMATE []
ORDER []

TO: TRUCK CENTERS
ADDRESS: 300 E. ASHLAND
CITY: MORTON, IL 61550

DATE: 05/01/2022
PHONE: 263-4240
FAX: 263-6150

ATTN: RANDY / DEMO

WESTERN STAR

RED

114"CT 3000RDS ALLISON

TRUCK QUANTITY	WHEELBASE	COLOR	DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
			- QUARTER TURN BALL VALVE ON TANK SUCTION PORT WITH			
			SUCTION STRAINER			
			- (3) HOSES CAPPED OFF AT FRONT OF CHASSIS FOR PLOW			
			- UNIT WILL BE PRESSURE AND FLOW TESTED			
1			COUGAR #DC3200 BODY VIBRATOR:			
			- STRUCTURAL MOUNT BETWEEN LONG BEAMS			
			- PUSH BUTTON CONTROL IN HOIST CONTROL			
			- WIRING ROUTED IN PROTECTIVE CONDUIT			
1			10GA. AR400 STEEL LINER WELDED IN ALL 4 SIDES OF BODY			
1			HENDERSON 8' MID-MOUNT WING PLOW:			
			- 10 GA. MOLDBOARD X 32" W/ SHOCK BRACE			
			- NON TRIP MOLDBOARD - 8" LIFT HYD. MAST			
			- BLADE MARKER, RED/ SILVER REFLECTIVE TAPE, WING LIGHT			
			- DOUBLE ACTING TOW/HEEL CYLINDERS, SAFETY CHAIN FOR STORAGE			
			- TRANSVERSE FRONT/ REAR CHASSIS TUBE MOUNTS, PAINTED ORANGE			
			- HOLDING AND FLOW CONTROL VALVES, WING LIGHTS			
			- MANIFOLDS/ QUICK COUPLERS, BODY DOCK BUMPER			

PAGE 5

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

Packet Pg. 203

Attachment: Exhibit A - Tandem Dump Truck Proposal from Truck Centers (3421 : Resolution No. 569-22/23 Approve Purchase of Tandem

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QUOTE [X]
ESTIMATE []
ORDER []

TO: TRUCK CENTERS
ADDRESS: 300 E. ASHLAND
CITY: MORTON, IL 61550

DATE: 05/01/2022
PHONE: 263-4240
FAX: 263-6150

ATTN: RANDY / DEMO

WESTERN STAR

RED

114"CT 3000RDS ALLISON

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	DESCRIPTION	NET PRICE
1					HENDERSON 9" TGS 201 STAINLESS STEEL SALT SPREADER:	
					- 201 STAINLESS STEEL QUICK MOUNT HARDWARE WITH VERTICAL LIFT	
					PINS EACH SIDE/TENSION STRAPS	
					- GATE CLOSURE PANELS, MINN. DOT DESIGN	
					- HOSES AND QUICK COUPLERS	
					- NO BERM CHUTE OR JUMP HOSE	
1					HENDERSON QUICK HITCH	
					- 4" X 2" X 10" SINGLE ACTING LIFT CYLINDER	
					- 30.5" CENTERS ON PLOW HITCH	
1					HENDERSON REVERSIBLE SNOW PLOW	
					- 10' LONG, 42" TALL 3/16" THICK MOLDBOARD	
					- MOLDBOARD TRIP WITH 2 ADJUSTABLE EXTERNAL SPRINGS	
					- 3" X 2" X 10" REVERSING CYLINDERS	
					- MAILBOX CUT OUT ON CURB SIDE OF PLOW	
					- SNOW WHEELS MOUNTED ON PLOW PUSH FRAME	
					- 12" RUBBER DEFLECTOR	
					"SEE NOTES AND TERMS"	
					INSTALLED	\$129,891 00

PAGE 6

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

Packet Pg. 204

Attachment: Exhibit A - Tandem Dump Truck Proposal from Truck Centers (3421 : Resolution No. 569-22/23 Approve Purchase of Tandem



REQUEST FOR COUNCIL ACTION

Agenda Date: March 27, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 570-22/23 Agreement w/ Maurer-Stutz for Construction Engineering Derby and Downtown

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is to approve Maurer Stutz to perform construction engineering oversight on the Derby Street project and the Downtown Mill & Overlay + ADA Ramps project. The City does not currently have sufficient staffing levels to manage these projects without assistance from an outside engineering firm. The City Engineer will still oversee the project and the consultant engineer, but she will not be out on site at all times. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$400,000.00 (in FY24)
 Line Item: 445-041-561200 \$300,000 270-270-561200 \$100,000
 Budgeted Amount: \$400,000 for this item
 Remaining Funds: \$400,000 for this item

IMPACT IF APPROVED: Maurer Stutz will assist with construction oversight on Derby & Downtown

IMPACT IF DENIED: Maurer Stutz will not assist with construction oversight.

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 570-22/23 Approving Agreement with Maurer-Stutz for Construction Phase Engineering on Derby Street & Downtown

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

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

WHEREAS, the City entered into a master service agreement with Maurer-Stutz under resolution 124-20/21 for construction phase engineering services for three years; and

WHEREAS, the City desires to add another task order with Maurer Stutz, Inc., for Construction Phase Engineering services on the Derby Street & Downtown Streets projects;

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

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

Section 2. The Mayor Pro Tem and/or the City Manager is authorized and directed to execute the Task Order with Maurer-Stutz in substantially the form attached hereto as Exhibit A, with such revisions and modifications as the Mayor Pro Tem and/or City Manager deem necessary and appropriate.

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

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

MAYOR

ATTEST:

CITY CLERK



Task Order Pursuant to Master Services Agreement for Professional Engineer Services on Construction Projects between Maurer-Stutz, Inc. (MSI) and City of Pekin dated 06-22-20.

Task Order No: 23 – 01

MSI Project No. 23722009.00

Client: City of Pekin

Project Description: Pekin – Phase III (Derby and Downtown ADA)

Project Scope: Provide Phase III Construction Observation as requested for Derby Street and downtown ADA Ramp construction.

Estimated Fee Range: **NTE \$400,000**

Fee Method: Hourly Rate Schedule

Terms: Invoice Monthly for work completed

Project Schedule: 2023 construction projects as required

AGREED TO BY:

ENGINEER: **MAURER-STUTZ, INC.**


By: Curtis J Lynn, PE

2/23/23
Date

Client agrees that the Scope of Services is sufficient in detail to define the Scope of Services for this Project. Any changes, modifications, or alterations to the Project's scope impacting cost or schedule will require that Maurer-Stutz, Inc and Client mutually agree in writing to such changes or modifications to the Scope prior to undertaking them.

CLIENT: **City of Pekin**

By: Josie Esker, SE, PE sign
print Date



REQUEST FOR COUNCIL ACTION

Agenda Date: March 27, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 571-22/23 Award Demolition of 2201, 2211, & 2213 Court Street to Jimax

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City recently acquired the properties at 2201, 2211, & 2213 Court Street with the intention of removing the buildings in order to widen sidewalks for the Court Street Rehabilitation Project. Demolition of the existing buildings is the next step in the process.

The City received three responses to the RFP that was issued. The low bidder was CMT at \$75,000.00. The second low bidder was JIMAX at \$76,771.83. The City has used Jimax on previous projects and has had no issues. However, the City has issued numerous ordinance violations to CMT for improper work.

This resolution is to award the demolition of 2201, 2211, 2213 Court Street to Jimax in the amount of \$76,771.83. This project includes all demolition of the buildings, removal of the footings, and backfill to existing grade. The City received 3 bids with Jimax being the low bidder. It is staff's recommendation that this project be awarded to Jimax.

FINANCIAL IMPACT:

Requested Amount: \$76,771.83
 Line Item: 445-041-580200
 Budgeted Amount: \$1,500,000.00
 Remaining Funds: \$1,172,480.00

IMPACT IF APPROVED: The demolition bid will be awarded to Jimax.

IMPACT IF DENIED: The demolition bid will not be awarded to Jimax.

ALTERNATIVES: The demolition bid could be awarded to CMT.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 571-22/23 Award Demolition of 2201, 2211, & 2213 Court Street to Jimax

WHEREAS, the City solicited bids for the Building Demolition of 2201, 2211, and 2213 Court Street; and

WHEREAS, a public bid opening was held on March 22, 2023, at which time the City opened and received three bids for the project; and

WHEREAS, after the opening of all bids, Jimax was found to be the second lowest bidder at \$76,771.83 which was \$1,771.83 higher than CMT at \$75,000.00; and

WHEREAS, CMT has received numerous code violations with the City for unsatisfactory work on previous projects; and

WHEREAS, the City has utilized and had successful projects with Jimax previously with no issues; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Jimax attached hereto as Exhibit A, is reasonable and responsible;

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

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

Section 2. The proposal submitted by Jimax attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into a Contract, substantially as presented in Exhibit B, with Jimax with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

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

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

MAYOR

ATTEST:

CITY CLERK



**Demolition of 2201, 2211, and 2213 Court St
City of Pekin Court St. Demolitions
Due: MARCH 22, 2023 10:30am**

**CITY OF PEKIN ILLINOIS
DEMOLITION AND LOT GREENING RESIDENTIAL STRUCTURE**

MARCH 24, 2023

PREPARED BY JIMAX CORP. | EST. 2007 | UNION PROUD CONTRACTOR





City of Pekin

Request for Proposals

Residential Demolition

2201 Court Street

2211 Court Street

2213 Court Street

City of Pekin

NOTICE TO BIDDERS

The City of Pekin is accepting proposals for the complete demolition of three residential structures. Sealed bids will be accepted until March 22, 2023 at 10:30am at the City of Pekin City Hall located at 111 S. Capitol St., Pekin, IL 61554. Sealed bids will be publicly opened on March 22, 2023 at 10:30 AM at Pekin City Hall. Questions concerning this request for bids should be directed to Josie A. Esker, City Engineer in writing at jaesker@ci.pekin.il.us.

Josie A. Esker, City Engineer

Phone (309) 478-5399 * Fax (309) 346-2095 * Email: jaesker@ci.pekin.il.us

111 S. Capitol Street, Pekin IL 61554

1.01 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. The Work to be performed under this Contract consists of DEMOLITION OF THREE MAIN STRUCTURES at 2201, 2211, and 2213 Court Street (See attached Exhibit A for map of structures to be removed), REMOVAL and DISPOSAL of ALL DEBRIS, PROPERLY BACKFILLING ALL BASEMENTS AND EXCAVATIONS, LEVELING LOT TO ORIGINAL GRADE AND SEEDING. Contractor will remove all foundation walls, footings, and basement slab. All utilities will be closed off as per requirements set forth by Ameren and Illinois American Water.
- B. City of Pekin will have asbestos testing and removal completed in advance of building demolition. The City will provide an on-site inspector during the demolition process. If any additional asbestos is found, Contractor shall haul away and dispose of asbestos on a Timely and Material basis. All hauling and disposal of asbestos shall be in compliance with EPA and HAZMAT regulations.
- C. The existing sewer for the two buildings north of 2211 and 2213 Court Street runs through the buildings to be demolished. Restoring sewer service to those structures shall be completed BY OTHERS.
- D. All excavations shall be backfilled and compacted to 95% modified proctor. Soil shall be compacted in no greater than eight (8) inch lifts. Contractor shall be responsible for hiring firm to test soil during compaction efforts. Testing shall be completed randomly at the direction of the City of Pekin at no more than twenty-four (24) inch intervals. All backfilling and compaction efforts must be monitored by a City of Pekin representative.
- E. Contractor is responsible for verifying existing conditions prior to Bid. No additional compensation will be provided if Contractor fails to note existing conditions.
- F. Contractor is responsible for obtaining all necessary permits and scheduling all required inspections with the City of Pekin Inspection Department at 309-282-0586 or 309-478-5364.
- G. **No Pre-Bid Conference will be held.** Contact Josie Esker to arrange a tour of the work site. Please call 309-478-5399.
- H. The Contractor will furnish all EQUIPMENT, MATERIALS and LABOR necessary for the proper completion of the contract.
- I. The Contractor will repair, replace or otherwise settle with the City of Pekin if damage occurs to property or existing facilities during performance of Work.

1.02 CONTRACT TERMS & CONDITIONS

- A. The Work for all three building demolitions will be completed in one contract.
- B. The Contractor will bid only on the work as described in 1.01.
- C. Upon issuing a "Notice to Proceed" **work will be completed within 30 calendar days.**
- D. **Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). By submitting a proposal, the Contractor certifies that they shall comply with this requirement.**
- E. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed under this contract.
- F. The Contractor shall assume full responsibility for the actions of its employees or agents and shall repair or replace any damaged item or area of the City properties caused by the actions of its employees or agents unless said damage occurred under circumstances beyond their reasonable control as determined by the City.
- G. Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within thirty (30) days after damage occurs to the satisfaction of the City. The Contractor shall inform the City of any damage caused by the Contractor's operation or the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.
- H. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the City of Pekin; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

1.03 SELECTION PROCESS

The City will take into account such matters it considers appropriate in selecting the successful bidder. The City reserves the right to reject, for any reason, any and all bids. The City reserves the right to award to any company that submits a bid regardless of price, if it is in the best interest of the City. Evaluation criteria will include:

- A. Contractor's proposed fee
- B. Demonstrated experience
- C. Prior working relationship with City of Pekin
- D. Quality and Appearance of the Proposal

1.04 QUALITY ASSURANCE

- A. The Contractor shall complete work assigned in a professional manner.
- B. The Contractor shall assume full responsibility for additional costs that may result from unauthorized deviations from the contract.
- C. The City of Pekin reserves the right to cancel this contract at any time with 15 days written notice for any reason deemed necessary.

1.05 TAXES AND INSURANCE

- A. Before commencing work, the Contractor and each subcontractor shall furnish the City of Pekin with certificates of insurance showing that the following insurance is in force and will insure all operations under the contract:
 - (1) Workmen's Compensation, in accordance with state law.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment and vehicles on the sites not covered by Automobile Liability under (3) below.
 - (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$300,000.00.
- B. The City of Pekin is a municipal corporation and therefore is exempt from sales tax as determined by the state of Illinois.

1.06 INVOICING AND PAYMENT

- A. Successful bidder shall invoice the City of Pekin, 111 S. Capitol St, Pekin, IL 61554 by the 5th of each month for services rendered the preceding month.
- B. All bills are approved by the City Engineer bi-weekly and checks are mailed within 30 days.
- C. Certified weekly payrolls shall be submitted prior to issuing payment to ensure compliance with prevailing wage requirements.

1.07 BID DEADLINE

Proposals are due **March 22nd, 10:30 AM** at the City of Pekin 111 S. Capitol St, Pekin, IL 61554. The page with the "References" section completed must be returned with the following proposal page completely filled out. By signing this document, Contractor agrees to all terms and conditions as presented.

1.08 REFERENCES

Please provide three references for your work:

Name:

Telephone

1. City of Peoria- Matt Smith

309-408-8021

2. City of West Peoria- Kinga Krider

309-229-3723

3. City of East Peoria- Robert Cole

309-397-0962

BID FORM

1. Demolition of 2201, 2211, & 2213 Court St. –

a. BID PRICE

\$ 76,771.03

Company Name

JIMAX Corporation

Representative

James Kosner

Title

President

Address

3545 SW JIMAX Place, Peoria, IL 61605

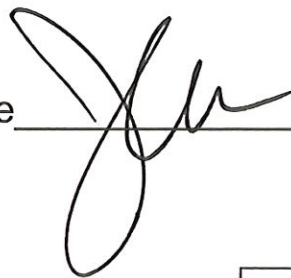
Phone

309-253-0192

Date

03-15-2023

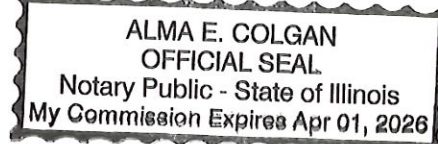
Signature & Date



03/21/2023

State of Illinois County of Peoria. This instrument was acknowledged before me on March 21, 2023 (date) by

(seal)




signature of notary public

City of Pekin
Bid Form Requirements Cover Page

Project Site Address: 2201, 2211, & 2213 Court Street

To be enclosed in an envelope which shall be sealed and clearly labeled with:

- The words "City of Pekin Court St. Demolition";
- Name of bidder;
- Date of submission; and
- Due date of bid.

Bid Period: **March 8th through March 22, 2023 at 10:30am CST**

Bids due at: **111 S. Capitol Street Pekin, IL 61554**

All potential bidders must all information requested in this bid packet

- 1. Bid Form with proposed price. Must be signed and notarized.**
- 2. 3 References**
- 3. Non-Collusion Statement of Bidder**
- 4. IRS W-9 Form (completed for prime bidder and any proposed sub-contractors)**
- 5. Copy of current liability insurance policy**

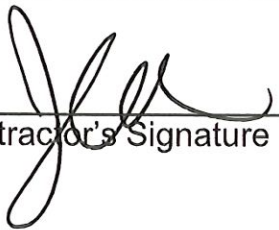
City of Pekin
Non-Collusion Statement of Bidder

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on:



 Contractor's Signature

03-15-2023

 Date

Project Location





JIMACOR-01

8.8.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Haley O'Neil		
	PHONE (A/C, No, Ext): (217) 859-7042	FAX (A/C, No): (217) 877-0795	
	E-MAIL ADDRESS: honeil@firstmid.com		
INSURED Jimax Corp PO Box 3271 Peoria, IL 61612	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyd's of London		
	INSURER B : Frankenmuth Mutual Insurance Company		13986
	INSURER C : Liberty Mutual Ins. Co.		22659
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			ABIC010750	6/14/2022	6/14/2023	EACH OCCURRENCE \$ 1,000,0
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,0
	☒ Contractual Liab						MED EXP (Any one person) \$ 5,0
							PERSONAL & ADV INJURY \$ 1,000,0
							GENERAL AGGREGATE \$ 1,000,0
							PRODUCTS - COMP/OP AGG \$ 1,000,0
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PRO-JECT ☐ LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY			6658516	3/9/2022	3/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,0
	☒ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	☐	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC539S360153032	3/9/2022	3/9/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ Y	N/A				E.L. EACH ACCIDENT \$ 1,000,0
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,0
							E.L. DISEASE - POLICY LIMIT \$ 1,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EXCLUDED OFFICERS UNDER WORKERS COMPENSATION: Jim Kosner, Cory Golden, and Jarrod Martis

RE: All Work
City of Pekin is named as additional insured under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pekin
111 S Capitol
Pekin, IL 61554

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Haley O'Neil



Team JIMAX has completed more than 900 structure demolition in the State of Illinois over the last 8 years from East Saint Louis to Rockford. James Kosner and Jarrod Martis understand and developed the complete Code Enforcement simplified solution for all aspects of code enforcement work including legal, purchasing, permitting, weed and liter, emergency and dangerous trees, mowing, fence line, and demolition. Starting from weed spraying in 2012, JIMAX has developed into the go to code enforcement integrated solution for the City of Peoria providing a completely integrated cost-effective solution to the difficult Urban Blight problem throughout Central Illinois. JIMAX also conceived and developed the proprietary Code Enforcement Regulation application software used by JIMAX to document all their code enforcement work for the Illinois legal court system. JIMAX maintains the highest level of insurance, certifications, and bonding for demolition throughout Illinois, allowing demolition of structures over 3 stories, zero lot line demolitions, and specialized dismantling.

JIMAX uses only union labor from the local Operators Union 649 and the Laborers Union 165 of Peoria for all their demolitions. Utilizing union labor results in a high level of experience, training, technical competence and professionalism. Our laborers hold 40 hour Asbestos Certification through their ongoing labor hall training. We have experienced no operator or laborer turnover in 5 years except for one union retirement. 50% or more of the labor on all demolition contracts are minority from the exact zip code where we work.

JIMAX maintains a Drug Free Workplace through pre-employment screens as well as random drug testing through the local MEDTOX Laboratories. All employees from ownership to temporary summer laborers are subject to the random monthly drug testing in accordance with the most recently approved State of Illinois Policy (Exhibit 2).

JIMAX maintains a workplace free from sexual harassment. Our JIMAX Sexual Harassment Policy is also approved by the State of Illinois. All new employees read, understand and sign the JIMAX Drug Free Workplace Policy, the JIMAX Sexual Harassment Policy and the JIMAX Work Safe Policy.

Section F: MBE/WBE Participation

JIMAX Corp is committed to the Peoria Area Community with its locations at 3545 SW JIMAX Place and 2000 Clark ST in the Eagles View enterprise zone in South Peoria. JIMAX Lead operator is a Pekin Resident and Laborer will be from Pekin Local Laborers. At JIMAX, we seek to hire a diverse and inclusive work force from the broad range of neighborhoods that demolition orders are issued in. We believe that not only does employment for local citizens increase the overall wealth and wellbeing of the community, but that by hiring from more blighted areas we can help to re-instill the pride in these areas that helped to make these areas such a great community in which to live and work. JIMAX pays Operator Union 649 and Laborer Union 165 wages and benefits on all demolition activities throughout the State of Illinois. A minimum of 50% of the labor on all JIMAX demolition sites are minority from the exact zip code where we work. We strive to have the highest level of minority and disadvantaged participation as possible, subject to the constraints of our signatory agreements with local labor. These workers are selected from the following applicants in the Labor Union 165. In addition, as noted above, upwards of 95% of subcontracted work in the Peoria Area 100 mile radius is awarded to our trusted and longtime local MBE partner firms.

Minority Male Residents in South Peoria and East Bluff
 Minority Single Female Residents in South Peoria and East Bluff
 Disabled American Veterans
 Urban League Felony Offenders

Section G: Complete Copy of RFP Attached



At JIMAX, creating and maintaining a **culture of safety** is our absolute priority. From safety of operators and laborers, to community safety with regards to best demolition practices and open excavation timeline reduction, JIMAX takes every consideration into account. We have tested and developed new systems of dust reduction, reducing dust spread and volume versus no control by a radius of 4 blocks and 200% total particulate and to lesser systems of control by 1 block radius and 64% total particulate. JIMAX strives to complete excavation backfill as soon as viable and introduced rigorous foot traffic control methods for open excavations, including 4' temporary fence erection on ALL City of Peoria demolitions and sloping of sheer walls. Employees are trained in key areas such as lead and asbestos awareness, rigging and crane safety, confined space, fall protection, and hazardous waste operations. Our field staff is 100% compliant with the training requirements necessary to perform its assigned projects. All said, no project phase is more important than that which keeps our employees, our community, and their assets safe. JIMAX uses advanced safety procedures to achieve the highest safety standards in the demolition industry and among skilled labor, employing the latest techniques and procedures to ensure no harm is caused to property, employees, or the public. All employees are certified in rigging techniques, elevated work, below grade work, utility location and protection, and associated hazards. Employees are enrolled in continuing education classes with their labor hall on a yearly basis. Our safety record is perfect, with no lost time accidents on a JIMAX Corp project in our entire history. Barricades, fencing, and watchman are employed to protect the public during demolition activities and overnight. Caution tape will never be used to secure our jobsites.

C) Recent Experience

JIMAX Corp has provided Class A Licensed Demolition Services to the Cities of Peoria, East Peoria, West Peoria, Peoria Heights, Galesburg, Rockford, Creve Coeur, Rock Island, Freeport, Clinton, East St Louis, and the counties of Madison and St Clair in Illinois for the last 8 years. Additionally, JIMAX is an IDOT prequalified contractor, pre-selected on the basis of bidding and logistics competency as well as fiscal stability, proving our ability to complete contracts on time and on budget. During this time, JIMAX demolished over (900) structures without a single unresolved complaint from a resident or code enforcement officer, for an unrepaired structure, or a damaged sidewalk or curb. In almost all cases, no damage is caused to any neighboring structure or public infrastructure. Frequently these projects are of a sophisticated nature, including former gas station demolitions with monitoring and reporting requirements and crane involved selective demolitions. JIMAX has the capacity to mobilize a diverse fleet to achieve success with any project, including man lifts, cranes, and specialized hauling capability. JIMAX regularly completes adjacent and party wall demolitions, providing their technical expertise with no resulting damage in over 25 party wall and specialty dismantling projects over the last 8 years. JIMAX owns and maintains a 60ft JLG boom lift and a 115ft jib boom crane truck specifically for party wall surgical demolition.

JIMAX internally controls all processes in the demolition activity, including wrecking, loading, hauling, and disposal. We have invested heavily in the latest, most efficient fleet of demolition equipment and specialized hauling trailers, providing the equivalent of 4 dump trailers in one load to the landfill, saving on time, expense, and fuel. No subcontractors will be utilized on this project, unless necessary, and in those cases using 100% MBE firms to achieve the needs of the City.

Section D: Qualifications of Firm and Staff

JIMAX staff is sophisticated, with 6 Sigma black belt business management and cost control, mechanical and electrical engineering, and construction management background and education. We are competent and comfortable with varied reporting requirements, including State and Federal grant reporting. Our completion and reporting software, developed internally by JIMAX, correlates data and stores pictures and information from our field crews to ensure accurate and complete records for government agencies as required. This internal software is updated instantaneously and allows access remotely at any time by City staff, and data and pictures are stored indefinitely. In addition, our payroll and tax reporting are professionally handled by a local Certified Public Accountant firm, providing precise and complete payroll reporting for compliance with various regulations as pertains to this contract.

(continued on next page)



JIMAX has never been short on delivering equipment or demo services. JIMAX maintains and has invested \$3.2 million in the last 8 years in the newest most efficient demolition equipment. Our Caterpillar demolition equipment fleet maximum age is 3 years old (average age 2.2 yrs) with the latest excavator purchased in 2020. JIMAX Corp subscribes to a meticulous maintenance and repair processes with each construction equipment piece being inspected daily by the operators. Since 2014, JIMAX has purchased (9) class 8 semi tractors, (3) class 5 medium duty trucks, (6) walking floor trailers, (8) dump trailers, (2) detachable lowboy trailers, and (11) pieces of new CAT construction equipment. Using JIMAX walking floor trailers eliminates (4) dump trailer trips to the landfill saving substantial fuel and labor costs. Additionally, this added capacity allows demolitions to be completed on a far more expedited timeline, generally being completed in 1 day. As a committed local company, JIMAX strives to purchase from local vendors, allowing more local tax revenue to be generated and more employment opportunity to be realized. Among our major vendors, including disposal, material purchasing, repair and maintenance, and capital investment, over 90% of outward flowing expenditures to vendors is spent right here in the Peoria area, most of that to companies located on City of Peoria tax rolls. We maintain current accounts with ALL our vendors, including all landfill accounts, local Labor Organizations, capital debt service, material purchasing, State and Federal taxes, and repair vendors. In addition, JIMAX has good standing with ILEPA and maintains compliance with all applicable regulations pertaining to demolition activities and tire disposal. We encourage any interested parties to call or follow up with anyone who does business with JIMAX to confirm our representations here.

JIMAX now has control of all aspects of the demolition process and is only capacity limited by the hours of operation of the landfill. With our effective and late model equipment and logistics management, JIMAX believes ourselves to be the most efficient demolition contractor in Central Illinois and has capacity to handle 7-10 residential demolitions per week internally. With 2 crews, we can hold a steady pace of 7-10 residential demolitions per week. JIMAX prefers to maintain internal control on all aspects of demolition and can pass those cost savings along to our governmental customers. If the need is realized, JIMAX is committed to 100% MBE/WBE/DBE subcontractor utilization. We have relationships with local MBE firms established for 95% of our subcontracted work.

JIMAX helped define the expectation that the City of Peoria Community Development Department places on demolition contractors for quality and timeliness. JIMAX has maintained a continuous demolition contract with the City of Peoria Code Enforcement since 2014 without any lawsuits, damage to public curbs, streets, or sidewalks, adjacent property damage, or hold backs from the City of Peoria. We at JIMAX have a detailed understanding of the scope and processes of this City of Peoria Residential Demolition Contract including the successful, productive interface with all departments: the City Legal Department, the Finance Department, the Police and Fire Departments, City Management, Community Development Department and Inspectors, and the City asbestos abatement contractor. JIMAX continues to work with the Code Enforcement Department to achieve improvements in efficiency, cost, quality, and timeliness. The majority of JIMAX residential demolitions are completed in one day start to finish, weather permitting. JIMAX continues to reinvest profits into maintaining existing equipment to the highest standards for maximum uptime, as well as the purchase of more specialized and efficient equipment to better satisfy the needs of the City of Peoria. JIMAX operates the only late model fleet of East walking floor trailers in Central Illinois allowing 4 dump trailers of material to be transported in every walking floor load. With JIMAX 316 excavator sizing, we can transport equipment night and day without overload or over width permits throughout Illinois for emergency work.

JIMAX prides itself on being the closed loop Code Enforcement solution for the City of Peoria providing services for the demolition of residential and light commercial structures, removal of hazardous and dangerous trees and lot clearing, fence line maintenance and mowing and removing weed and litter. One call, one scheduled deployment per tax ID allows work to be completed on time and within agreed contract terms. JIMAX has maintained the City of Peoria weed and litter contract since 2012, the City of Peoria demolition contract since 2014, the City of East Peoria weed and litter contract since 2013, and the City of East Peoria demolition contract since 2015. JIMAX maintains 24-hour daily response capabilities for the City of Peoria and East Peoria for these same time periods and has serviced their requirements with less than a one hour response time in all call out occurrences. Because of the JIMAX investment in equipment there is always equipment backup for excavators, track loaders, truck tractors and trailers. The City of Peoria will never be stuck with out of service equipment with a JIMAX demolition contractor selection.



JIMAX believes community involvement, investment, and improvement is the key focus and primary objective in all demolition activity, especially that of governmental units. In this regard, JIMAX has created a corporate culture of strong community activism among all our employees. Our employees, including executive leadership, predominately reside in Peoria city limits in zip codes 61605, 61604, and 61603. We live, work, and play in Peoria full time and are fully committed to the vitality and economic prosperity of our entire city and region, and to this end strive to invest in and employ from our own local neighborhoods. We have shown a commitment to our city and community with the purchase and investment in two buildings since 2015, both located in the city's hardest hit regions, solidifying our belief that the best approach to demolition and blight removal is investment and opportunity, whereby those activities are never required. JIMAX frequently participates in local events and committees, including Spring-Fall tire collection and disposal through its' leadership of the Tireless project, with JIMAX management and staffing with employee volunteers with a desire to contribute to their communities. JIMAX continues to provide support and partnership for our Peoria Police Department with the Joint Neighborhood Sweep Initiative headed by Sergeant Anthony Rummans. This program has numerous stakeholders, including Peoria Police, PDC, Animal Welfare, JIMAX, and community members. It provides for miscellaneous cleanup of debris, tires, brush, and animal wastes in collaboration with neighborhood associations and interested community stakeholders. JIMAX continues to work with the East Bluff Neighborhood Housing Services, providing volunteer services for art installations, community gardens, and events for holidays, including an annual party and wagon ride for Halloween and a volunteer Santa for gift giving near Christmas. JIMAX regularly collaborates with other groups for art installations and beautification, including Big Picture initiative for their inaugural art festival on Adams and our future artists from Peoria Central in their beautification project for creative boarding on blighted properties on Howett, for which they received a mayoral proclamation. In addition, we volunteer at several community gardens and landscaped areas in the South end, Heart of Peoria, East Bluff, and the Near North in the spring to provide free tilling services, compost and mulch delivery, and planting assistance. In the same vein, JIMAX leadership serves on the board of Keep Peoria Beautiful, helping to facilitate the annual Great American Cleanup, and fully managing the Adopt-A-Box program which gives local businesses and individuals a stake in the success of green infrastructure planters in the burgeoning Warehouse District, helping rehabilitate this area from its industrial roots into a regional draw for shopping, dining, and living. This year long program involves scheduling and managing bed maintenance volunteers, a yearly plant survey and planting event, and yearly mulch and spring trimming event. It has been a resounding success in years past, and we look forward to continuing this positive projection well into the future. JIMAX also is a partner with Habitat for Humanity, providing free or reduced cost demolitions, landscape installation, grading, seeding, and general volunteer labor in the Greater Peoria area. JIMAX leadership is also an active member in neighborhood associations in our areas of residence and business. We and our employees honor the opportunity to give back to our own communities, and do so without regard to award or recognition, because we firmly believe it creates a positive and forward focused ideal for our communities and neighborhoods, giving a brighter outlook and a more positive living experience for all our Peoria citizens and neighbors, regardless of economic and social standing.

JIMAX Corp has provided Demolition Services to the City of Peoria IL, East Peoria IL, East St Louis IL, Galesburg IL, Rock Island IL, Joliet IL, and Rockford IL for the last 8 years. During this time JIMAX demolished approximately 200 structures per year without a single unresolved complaint from a resident or code enforcement officer, an unrepaired structure, or an unrepaired sidewalk or curb. JIMAX has responded timely to each of the (140) plus emergency demolition requests from the City of Peoria, generally with a less than 1 hour response time. These emergency projects frequently are of a time sensitive nature, and often include selective deconstruction for rebuild and other unique criteria. With the help of our professional staff and highly experienced operators and laborers, JIMAX can achieve a cost effective, time critical solution to these unique challenges, effectively utilizing our diverse equipment fleet and field expertise. JIMAX uses only union labor from the local Operators Union 649 and the Laborers Union 165 with an approved US Dept. of Labor apprentice and training program. Both demolition operators / foreman are owners in JIMAX Corp, and JIMAX Corp is an owner operator company in Peoria County and 97% of JIMAX ownership resides in the City of Peoria in Peoria County.

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Section A) Letter of Introduction and Company History

JIMAX Corp is a family owned business located at 3545 JIMAX Place, Peoria, IL. 61605 in the City of Peoria. The JIMAX Companies were founded by James Kosner in Downers Grove IL in 2006, and we have been in business for 16 years this coming March. Jarrod Martis joined the JIMAX family in 2009 and the JIMAX Companies in 2014 after finishing at the University of Illinois in Mechanical Engineering. Jarrod Martis was promoted to President of JIMAX Landscape LLC in 2015 and has shareholder responsibility with both JIMAX Corp. (demolition) and JIMAX Landscape LLC (landscape). The JIMAX Companies have worked diligently since 2012 with various departments at the City of Peoria in Community Development and Public Works completing both emergency and nonemergency work. JIMAX Corp was established in 2014, specifically for residential and commercial demolition with a statewide footprint for municipal, county and the state government of Illinois. Our initial demolition work was after the Washington IL NOV 2013 tornadoes to clean up apartment buildings for S&S Properties Peoria IL. JIMAX continues to grow through acquisition of strategic commercial accounts and developing relationships with other municipal and county governments throughout Illinois. We continually invest in new equipment, innovate our processes, and utilize the latest technologies to better serve our demolition customers through cost reduction, sustainability, and continuous improvement. JIMAX maintains a highly qualified skilled labor workforce, with all requisite training and certifications. Safety training is emphasized at the beginning of each season with several days dedicated to review and implementation of safety procedures. Safety meetings are conducted weekly with our crews to reiterate these points, and a copy of our demolition safety manual is attached. It is our requirement at JIMAX to hire and maintain a 50% minority work force from the zip codes where we are working. **JIMAX is committed to creating and maintaining a Drug Free, Harassment Free workplace with a Culture of Safety, both for our workers and the community at large.**

Section B) Approach to the Project

Our first, most critical objective at JIMAX is to realize that every \$1 spent on demolition results in a \$43 gain in neighborhood assessed value and a 3% reduction in mortgage foreclosures, given the 17% decrease in home value of properties located within 150 feet of blighted properties. In one comprehensive land bank study, a blighted property will cost on average 65% more per year for code enforcement compliance and inspections as well as an average of \$1,472 per property in increased police and fire services. Violence and gun related crimes are increased upwards of 23% per blighted property, leading to a cycle of blight and crime in stricken areas. To further achieve this goal, JIMAX management attends trade conferences and on-going education keeps us on the forefront of demolition as a comprehensive blight reduction strategy, ultimately saving taxpayer dollars and providing overall increased quality of life.

Our secondary critical corporate objective for the next 2 years is to improve the demolition sustainability footprint by diverting 80% of the demolition waste from the landfill to recycled material through sorting and grinding of brick, block, concrete and wood. Sustainability of our neighborhoods, communities, and our environment are conjunct ends, and the future of our neediest areas cannot be secured without an eye towards reduced environmental footprint and robust diversion and recycling initiatives.

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DEMOLITION PROPOSAL FOR THE CITY OF PEKIN, IL

JIMAX Corp.

Herein referred to as JIMAX
3545 JIMAX Place
Peoria, Illinois 61605

SUBMITTED AND PREPARED BY:

James Kosner *President*
Cell 24/7/365 309-253-0192



REQUEST FOR COUNCIL ACTION

Agenda Date:

March 27, 2023

To:

Council Members

From:

Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM:

Resolution No. 572-22/23 Authorization to Enter into Opioids Settlement Participation Agreement

ACTION REQUESTED:

Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin is participating in multiple national lawsuits against opioid manufacturers, distributors, and pharmacies and the City previously opted into a nationwide settlement of claims against the three largest pharmaceutical distributors: McKesson, Cardinal Health, AmerisourceBergen, and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson.

The City has received payments from this settlement, which go toward efforts to abate the effects of the opioid epidemic within the City of Pekin and a nationwide settlement has recently been reached with several more opioid manufacturers and pharmacies, including Teva, Allergan, CVS, Walmart, and Walgreens. The City is a direct participant in the suit against Teva and Allergan and is thus eligible to receive direct funds from those settlements, because the City is a prior litigating subdivision with regard to the previous settlement claims, it is further eligible to receive funds from the Walmart, Walgreens, and CVS settlements.

If the City desires to participate in these recent settlements, it must take affirmative steps to “opt in” by April 18, 2023. Staff recommends opting in to the above settlements.

FINANCIAL IMPACT:

Amounts received to be determined by settlement outcomes

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

3/23/2023

Date:

City Manager:

Date:

Resolution No. 572-22/23 Authorization to Enter into Opioids Settlement Participation Agreement

WHEREAS, The City of Pekin is participating in multiple national lawsuits against opioid manufacturers, distributors, and pharmacies; and

WHEREAS, the City previously opted into a nationwide settlement of claims against the three largest pharmaceutical distributors: McKesson, Cardinal Health, and AmerisourceBergen, and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson; and

WHEREAS, the City has received payments from this settlement, which go toward efforts to abate the effects of the opioid epidemic within the City of Pekin; and

WHEREAS, a nationwide settlement has recently been reached with several more opioid manufacturers and pharmacies, including Teva, Allergan, CVS, Walmart, and Walgreens; and

WHEREAS, the City is a direct participant in the suit against Teva and Allergan and is thus eligible to receive direct funds from those settlements; and

WHEREAS, because the City is a prior litigating subdivision with regard to the previous settlement claims, it is further eligible to receive funds from the Walmart, Walgreens, and CVS settlements; and

WHEREAS, if the City desires to participate in these recent settlements, it must take affirmative steps to “opt in” by April 18, 2023; and

WHEREAS, the City Council finds it is in the best interests of the City and its residents to participate in the settlement agreements with Teva, Allergan, Walmart, Walgreens, and CVS.

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

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

Section 2. The Mayor Pro Tem and/or the City Manager are authorized to execute, and the Clerk is directed to attest, any documents necessary for the City to opt in to the settlement of claims against Teva, Allergan, Walmart, Walgreens, and CVS.

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

MAYOR

ATTEST:

CITY CLERK