

**REGULAR CITY COUNCIL MEETING
MONDAY, NOVEMBER 13, 2023
5:30 PM**

-
- 1. Pledge of Allegiance - Led by Fire Chief Trent Reeise - Recipient "40 Leaders Under 40"**

 - 2. Call to Order**

 - 3. Approve Agenda**

 - 4. Approval of Minutes**
 - 4.1. City Council - Regular Meeting - October 9, 2023 5:30 PM
 - 4.2. City Council - Regular Meeting - October 23, 2023 5:30 PM

 - 5. Public Input**

 - 6. Consent Agenda**
 - 6.1. Pekin Fire Department Monthly Incident Report October 2023
 - 6.2. Ordinance No. 4121-23/24 A Special Use Request Submitted by Tim And Kathy Behm for the Operation of a Towing and Automotive Repair/Sales Business at 800 South 2nd Street
 - 6.3. Ordinance No. 4122-23/24 A Rezoning Request Submitted by Richwoods Christian Church from R-3 One Family Residential District to OS-1 Office Service District for the Property Located at 2221 Parkway Drive
 - 6.4. October 2023 Building Inspections Report
 - 6.5. Proclamation Small Business Saturday November 25, 2023
 - 6.6. Accounts Payable To Be Paid Proof List thru October 13, 2023

 - 7. Unfinished Business**
 - 7.1. Ordinance No. 4120-23/24 Amending Chapter 5, Article I, Division 4 of the Pekin City Code Regarding Video Gaming Terminal Fees

 - 8. New Business**
 - 8.1. Resolution No. 78-23/24 Approving Purchase of Cardiac Monitors, Airway Management Equipment, and EMS Supplies for the Pekin Fire Department
 - 8.2. Resolution No. 79-23/24 Sponsorship for the Pekin Insurance Holiday Tournament

- 8.3. Resolution No. 80-23/24 Award City Hall HVAC Controls to IX Controls
- 8.4. Resolution No. 81-23/24 Approving Increase in City Credit Card Account
- 8.5. Ordinance No. 4123-23/24 Providing for and Approving the First Amendment to the Pekin East Residential TIF District Redevelopment Project Area, Plan and Projects
- 8.6. Ordinance No. 2124-23/24 Providing for and Approving the First Amendment to the Pekin South Residential TIF District Redevelopment Project Area, Plan and Projects
- 8.7. Ordinance No. 4125-23/24 Amending Chapter 4, Article II, Section 7 thru Section 18 of the Pekin Liquor Code to Allow for Limited On-Premises Consumption in Package Liquor Stores
- 8.8. Ordinance No. 4126-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and James Grove
- 8.9. Ordinance No. 4127-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and Darrel Goodman and Judy Heisel
- 8.10. Ordinance No. 4128-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and Steve Swisher
- 8.11. Ordinance No. 4129-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and Benjamin Clark
- 8.12. Ordinance No. 4130-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and Kim Farlin and Denise Durrell
- 8.13. Ordinance No. 4131-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and McKinley Apartments,LLC

9. Any Other Business To Come Before The Council

- 9.1. Discussion Moratorium Maximum 50 Video Gaming Businesses

10. Executive Session 5 ILCS 120/2 (c) 6. The Setting of a Price for Sale or Lease of Property Owned by the Public Body

11. Adjourn

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY OCTOBER 9, 2023 AT 5:30 O'CLOCK P.M.
MAYOR MARY BURRESS PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Hohimer.

CALL TO ORDER

Mayor Burress called the meeting to order at 5:30 PM.

Deputy Clerk Nicole Stewart confirmed all Council Members were physically present.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:28 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:09 PM
Dave Nutter	City of Pekin	Councilman	Present	5:10 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:32 PM
Mary Burress	City of Pekin	Mayor	Present	5:09 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:11 PM
John P Abel	City of Pekin	Councilman	Present	5:09 PM

APPROVE AGENDA

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

APPROVAL OF MINUTES

Motion was made by Council Member Cloyd seconded by Council Member Orrick to approve the minutes of September 25, 2023.

Motion by Council Member Orrick seconded by Council Member Cloyd to amend the minutes. Council Member Orrick stated he would like that under 4.1, page 9, 3rd paragraph down in the Council packet, referring to "Council Member Orrick emphasized the unique opportunity for substantial investment in the downtown", add **1½ million-dollar project with a ½ million of it being EAV in the Central Business District TIF**. Also, at the bottom of the page at the end of the vote add **with a 3-3 tie one abstaining Council Member Cloyd stated she wanted to change her vote but was denied this right with no explanation given to her**. Also, page 10 under Any Other Business to come before the Council add **Council Member Cloyd stated she abstain from voting on the proposed gym project because she was threatened with a felony if she voted on it**. On roll call vote all present voted Aye.

Motion carried. Roll was called on motion to approve the minutes as amended. Motion carried unanimously.

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

4.1. City Council - Regular Meeting - Sep 25, 2023 5:30 PM

PUBLIC INPUT

John McNish addressed the Council concerning compliance of the City regarding the ADA Consent Decree issued November of 2022. Mr. McNish questioned if Council Members had completely read the document and continued with his concerns for the City's compliance. He read several sections from the Consent Decree to express his opinion of the definitions expressed including the requirement to maintain the sidewalks, correct violations of hazard conditions, and continued maintenance for safe conditions including snow removal. He alerted Council that the document provided for settlement to the parties involved but to keep in mind that the City's insurance company would no longer pay other suits which would subsequently come out of the City budget. Mr. McNish voiced concern that provisions required that the Updated Transition Plan and targeted installation dates were to be shared with the public in quarterly updates and on the City website. Timeline for completing survey assessment of sidewalks and data collection to be completed in a 12-month period ending November 2023. Mr. McNish questioned completion of training required; requirement for temporary sidewalks in construction areas in particular compliance for the Derby Street project; actions to be taken not planned out for the year; plans for compliance of buses, parking lots etc. He next questioned the reason for agenda item GFL agreement for disposal at the WWTP in regards to a previous approval by Council of a truck purchase recommended as a cost savings. He then noted that Council all agreed to amend the minutes regarding the addition of Council Member Cloyd's threat of a felony but would not answer his email to them in that regards.

Elaine Ritchie addressed her concern for her sister that her water bill was \$35.00 and her wastewater \$89.00. She informed the Council her sister had difficulties resolving the matter with the City. Ms. Richie also expressed appreciation to the police department for a friend in responding to her call.

CONSENT AGENDA

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

- 6.1. Accounts Payable To Be Paid Proof List thru September 15, 2023**
- 6.2. Pekin Fire Department Monthly Incidents September 2023**
- 6.3. "Friends of the Library Week"**

NEW BUSINESS

Motion to: **Motion to Amend Resolution No. 69-23/24 to State that the Home Value include the Lot**

Council Member Orrick brought forth questions regarding reimbursement and if the "home" value in the policy included the lot. Discussion followed on tax bills and the value of the land and the property together with the City Engineer Josie

Esker. It was decided the policy language could be amended to clarify the stated intention of Council Member Orrick. Motion was made by Council Member Orrick seconded by Council Member Cloyd to amend the resolution that the home value include the lot. On roll call vote. Motion carried.

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

7.1. 3708 : Resolution No. 69-23/24 Amendment to TIF Incentive Program for New Residential Home Building as Amended

Council was presented the resolution clarifying an incentive program to help foster residential growth and development in the community. The program was designed to incentivize individuals and families to build a new primary residence on property located in a residentially zoned area of an existing TIF District in the City of Pekin. Council was told this resolution would add clarifications to the existing policy and to write the new TIF Districts into the policy; clarified that the 10 year reimbursement timeframe would begin in the first full tax year after the construction of the home was complete; additionally, the policy was reworded to state that 65.7% of the total tax increment would be reimbursed instead of the previous statement that 90% of the net tax increment, where net is defined as the total less 27%. The total reimbursement percentage was not changed.

Any homeowner building a new home on a residentially zoned property located in any City of Pekin TIF District shall be eligible for the following incentives:

- *Incentives would be funded on a Pay-as-You-Go basis where homeowners pay their annual property taxes and are then reimbursed in accordance with a redevelopment agreement with the City;*
- *The reimbursement benefit stays with the property and is transferable to any new homeowner of that property if sold within the 10 year incentive timeframe; and*
- *The benefit shall be limited by the life expectancy of the tax increment finance districts in the City, which are set to expire at varying times (Court Street TIF expires on December 31, 2044; Central Business District TIF expires on December 31, 2034; Southern Industrial Park TIF District expires on December 31, 2035, East Residential TIF District expires on December 31, 2046, South Residential TIF District expires on December 31, 2046).*

The program includes the following higher tiers of benefit, with a commitment to build a home at higher values:

1. *Reimbursement of purchased lot, up to \$30,000, with no limit on the value of home being built.*
2. *Reimbursement of purchased lot, up to \$40,000, with homeowner committing to build a home valued no less than \$250,000.*
3. *Reimbursement of purchased lot, up to \$50,000, with homeowner committing to build a home valued no less than \$300,000.*
4. *Reimbursement of purchased lot, up to \$70,000, with homeowner committing to build a home valued no less than \$400,000.*

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

7.2. Resolution No. 70-23/24 Award Bid for the 220 Margaret Street Parking Lot and Alley Reconstruction Project to R. A. Cullinan

Interim City Manager Mr. Dossey presented the request to Council recommending the rejection of the bid regarding the resolution to award bid for the 220 Margaret Street Parking and Alley Reconstruction project to R.A. Cullinan. This project was to remove and replace the alley between Margaret Street and Court Street in the 200 block. A storm sewer pipe would be added to help provide better drainage in the alley. Additionally, a small concrete parking lot would be added in between the Union Mission building and Aerial Athletics. The City received only one bid for this project for \$606,956.16, which was 31% over the engineer's estimate. She stated it was staff's opinion that this project would attract multiple bidders and result in cost savings if it were re-bid. It was her recommendation that the bid be rejected and that the project be re-bid in the Spring.

City Engineer, Ms. Esker explained that the project pertains to the parking lot between the Union Mission and Area Athletics, excluding the parking lot behind Maquet's Rail House. The area in question is a portion of city property. Ms. Esker suggested rejecting the bid and rebidding the project, aiming to start construction in the Spring, as prices may be more favorable at that time.

Council Member Cloyd sought clarification on the prioritization of parking lots discussed in the Infrastructure meeting.

Council Member Hilst and Council Member Nutter also joined the discussion, expressing uncertainty about the order of prioritization. Ms. Esker acknowledged the lack of recent Infrastructure meetings and noted the need to follow up on the specifics of the parking lot prioritization.

Council Member Cloyd emphasized the importance of clarifying the priorities and tried to recall the prioritization of the three lots that included Ashers, Maquet's Rail House and Fast Dragon.

Council Member Hilst questioned the timing of the shift in priorities and recalls the February 14th meeting of the Infrastructure Committee when the prioritization changed to the lot by Ace Liquors, and Ms. Esker clarified that the project in question was a public parking lot and not the private lot behind the Fast Dragon.

Council Member Hilst raised concerns about the ground in the grassy area and whether it had been inspected. Ms. Esker assured that the design accounted for the ground conditions with a thickness of 10 inches.

RESULT:	FAILED [0 TO 7]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	John P Abel, Councilman
NAYS:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

7.3. Resolution No. 71-23/24 Approve Agreement with GFL Environmental for Disposal of Leachate at Waste Water Treatment Plant

Council was advised that GFL Environmental, operated a landfill in Hopedale, Illinois where they were required to treat all of the leachate water that comes off

of the landfill. GFL's wastewater treatment plant (WWTP) did not currently have the capacity to treat that water, so they wanted to bring the water to the City of Pekin's treatment plant. City staff tested a representative sample of the leachate water and determined that the City's wastewater treatment plant was capable of treating the water. The agreement was to define the rates and expectations for GFL to haul to the City's WWTP. The rate is 5 cents per gallon. As a comparison, City users pay less than 8 cents per thousand gallons. Staff wanted to ensure that the City made money as part of this agreement to help offset as much of the WWTP costs for the residents as possible.

Public Works Director Mr. Dean Schneider informed the Council that GFL reached out due to the inadequacy of their current facility and proposed processing the leachate through the city's plant, bringing substantial revenue to the city.

Council Member Orrick inquired about recording the gallons, and Mr. Schnieder explained that GFL tracks it with 6,000-gallon trucks.

Council Member Orrick raised concerns about the potential impact on plant operations if it reaches 6 million gallons a year. Mr. Schneider assured that measures were being taken to manage the volume, starting with three trucks a day, five times a week.

Council Member Nutter questioned the low cost of 5 cents and Mr. Schneider explained that they researched other communities, finding that the city was the only one willing to take on this disposal. Council Member Nutter commended the effort to generate more revenue for the city. Mr. Schneider clarified that the disposal involves ground water and minimal solids.

Council Member Cloyd asked about the allocation to the wastewater budget, and Mr. Schneider acknowledged that while it won't solve the deficit, it will contribute.

Council Member Hilst inquired if GFL was mandated to do this, and Mr. Schneider explained that their current facility was outdated and needed upgrading. Council Member Hilst questioned if this arrangement would create overtime, and Mr. Schneider assured that it would not. Council Member Hilst also asked about the surplus and the \$300K cost, to which Mr. Schneider explained that it goes into the overall cost. Council Member Hilst questioned if this would be a recurring expense, and Mr. Schneider clarified that discussions included the possibility of a one-year contract with talks of step or volume increases.

Council Member Nutter raised a point about the line item mentioning vector disposal fees, and Mr. Bob Grogan clarified that it was an existing cost, as the city already had vector disposal customers. He emphasized that there would be no incremental cost, as the plant is already operational 365 days a year

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

7.4. Resolution No. 72-23/24 Financial Support for SMART Grant for Traffic Signals

City Manager Dossey referred the explanation of the grant to the City Engineer. Ms. Esker explained that staff was planning to apply for a SMART grant in order to do a system wide analysis of our existing traffic signal equipment, design

upgrades to all signals to use Gridsmart detection systems, design upgrades for traffic signal emergency vehicles to use GPS preemption systems, and design a dedicated fiber network between all City traffic signals. The SMART grant application would be funded in two phases. Phase 1 applications were due shortly, and these applications were for planning grants. If awarded a Phase 1 grant, a Phase 2 (construction) project award was more likely. This resolution would be used for the initial Phase 1 grant application.

Council Member Orrick raised concerns about signals for emergency vehicles and inquired about the financial commitment if the city progresses through the stages. Ms. Esker mentioned that the cost for the entire project is estimated to be \$2 million, with the city's financial contribution yet to be specified. Council Member Orrick expressed unease with the city paying a 10% or 20% contribution.

Council Member Nutter expressed agreement on the need for signal upgrades and sought information about the grant timeline. CDBG Program Manager, Ms. Tina Hauk responded that the outcome should be known by January, and Ms. Esker emphasized that they are working on the grant application collaboratively.

Council Member Hilst questioned the \$50,000 cost mentioned in the proposal. Ms. Esker clarified that it represents the city's match if the grant is awarded, and it is the contribution towards Phase I of the project. Council Member Hilst raised concerns about committing to the project by approving the resolution.

Council Member Nutter brought up the potential budget impact of \$2 million next year, whether the grant is received or not. Ms. Esker explained that it makes sense to allocate some money for Phase I if the city is awarded the grant. She also emphasized the importance of proactive measures such as battery backups and maintenance checks to avoid emergency repairs.

Council Member Abel added a comment about the service life of trucks.

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

- 7.5. **Ordinance No. 4117-23/24 Amending Chapter 5, Article IV, Division 2, Section 1-6 of the Pekin City Code Eliminating the Sidewalk 50/50 Program** Eliminating the 50/50 Sidewalk Program was brought forward to Council by Council Member Hilst at the previous council meeting. Council was advised if residents wished to have sidewalk repaired in front of their home, the City currently offered the 50/50 sidewalk program. Staff let the resident know that the City would eventually repair their sidewalk; but if they wish for the sidewalk to be repaired in advance of the prioritization based on the City's ADA Transition Plan, they could pay 50% of the cost of the sidewalk in order for that sidewalk to be reconstructed in that year. While it was helpful to a few citizens every year, it did take a considerable amount of staff time.

City Engineer, Ms. Esker expressed neutrality on the matter, noting that the program is used by only a few residents each year. She highlighted the administrative burden of paperwork and estimates involved, with some projects not ultimately being completed.

Council Member Hilst voiced his opinion that residents should not have to bear the cost of fixing the city's right-of-way.

Council Member Hohimer questioned why she had to pay for pouring her sidewalk, to which Ms. Esker clarified that the city's code requires new construction to include a sidewalk, and that cost has traditionally been borne by homeowners or developers. Ms. Esker affirmed that the proposed change would mean the city paying 100% of the cost for sidewalk replacements, taking away the 50/50 option for homeowners.

Council Member Abel expressed concern about taking away the homeowner's choice in deciding whether to pay 100%, and Ms. Esker confirmed that this would indeed be the case.

Council Member Orrick supported the elimination of the 50/50 program, emphasizing that sidewalks are part of the city's infrastructure, and burdening residents, especially those with limited financial means, is not equitable.

Council Member Hohimer expressing surprise that the city doesn't automatically replace sidewalks when jagged out by residents.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Nutter, Cloyd, Burrese, Orrick
NAYS:	Karen Hohimer, John P Abel

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Manager Dossey advised the Council that dates and tasks to accomplish for completing the time line in presenting draft in March and adopting the FY 24/25 Budget in April 2024 was progressing with meetings with the individual departments. The intent with Interim Finance Director was to present and discuss with the Council the Police pensions and the Fire Pensions preparation for the Tax levy at the Council Meeting of October 23, 2023.

The Manager next informed the Council on the following updates:

City continued to meet with Pekin Township for a plan of action regarding compliance in use of the township building.

Civic Clerk software for agendas, document packets, and minutes was moving forward with training. The intention was to have the Council agenda issued in Civic Plus for October 23, 2023 Council Meeting, to instruct Council on electronic voting prior to the Council Meeting November 13, 2023 and to be fully implemented for the Council Meeting November 27, 2023.

He and the Interim Finance Director met with the Pekin Airport Board and tour the progression of the T-hangar. It was reported that the terminal painting was nearing completion.

Money owed the City from the previous Lake Whitehurst development had now been paid in full.

Interim Finance Director Grogan updated the Council on the City audits completions. In regards to the 2021 Audit, field work would begin November 13, 2023 and assuming the work goes well a draft should be presented to the Council 60 days following – after the first of the year. Mr. Grogan also advised as a follow-up to the Terminal Operator law suit invoices are to be sent out proved in the video gaming provisions of the City Code. Staff discussed and analyzed the impact to the establishments on paying 50% of the \$1,000.00 per machine

charge and would bring to Council for consensus of a revision to the City Code of waiving the fee on non-profit organizations.

City Engineer Josie Esker noted City projects such as those resulting from the ADA Transition Plan were frequently discussed in an Infrastructure Improvements Committee. She asked Council's direction if they would like to continue that committee, receive information on larger improvement projects by email or have presentations, discussions, and consensus at Special Council Meetings intended for that purpose.

Council Member Orrick brought to staff's attention of the difficulty a citizen had trying to have a Street light repaired for 2 months. He also noted the street light poles in the Riverway Business Park were beginning to show rust. Ms. Esker stated she would address the concern and possibly painting was in order. Council Member Orrick questioned the Manager if the Weekly Reports were to continue. In response Mr. Dossey advised that he intended to change updates to a more useful information format for the Council and the public through social media.

Council Member Nutter gave the floor to Public Works Director to inform the community on the City Clean Up Day. Dean Schneider announced that Saturday, October 21, 2023 the City would be stationed at 1130 Koch Street from 8:00 a.m. until 2:00 p.m. accepting items with proof of residency. Tires, paint, electronics would not be accepted.

Council Member Abel suggested when employees are out on the streets and see a street light out to report that to the Public Works Director. The City Manager would encourage the police department to do so. A shout-out was given to employee Nikki Carillo.

for her taking upon herself to clean up Veterans Cemetery.

Council Member Hilst asked question regarding the temporary sidewalk on Derby Street construction project. City Engineer Esker explained the directions given the contractor for temporary millings for the cross sections to businesses as the northside of the street is constructed. Because some of the project did not have sidewalks before temporary millings would not be appropriate.

Council Member Hilst voiced concern that the alley adjacent to the County demolition project needed to be cleaned up. Public Works Director Schneider explained the County was using the area as they checked for asbestos.

Council Member Hilst expressed appreciation that the dedication of the street sign honoring Carole Shields took place and noted how much it meant to her husband Harlan Shields. The Council Member next informed the staff that he had been contacted with concerns of residents receiving stickers on their garbage totes for rules to be followed when the new side loader solid waste trucks are put in use for collecting garbage. He questioned what would happen if obstacles were closer than 3 ft of the cans and garbage could not be picked up. Mr. Schneider explained the stickers as a courtesy reminder. As in any new process there would be a learning curve. He reiterated the policy was discussed at time of purchasing the truck that there would be streets impossible for their use and that end loaders would continue collection in some areas of the community.

Mayor Burress encouraged all to watch the podcast created by Gary Gillis that she just completed on what the Council and staff have done to move the City forward in the past 4 months.

**EXECUTIVE SESSION 5 ILCS 120/2 (C) 5. THE PURCHASE OR LEASE OF
REAL PROPERTY FOR THE USE OF THE PUBLIC BODY,
INCLUDING MEETINGS HELD FOR THE PURPOSE OF**

DISCUSSING WHETHER A PARTICULAR PARCEL SHOULD BE ACQUIRED

A motion was made by Council Member Nutter seconded by Council Member Abel to move into Executive Session to discuss 5 ILCS 120/2 (c.) 5. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired at 7:07 PM. On roll call vote all present voted Aye. Motion carried.

Mayor Burress announced that no action would be taken after closed session.

Council returned to open session at 7:35 PM.

ADJOURN

Seeing no further business of the Council a motion was made by Council Member Nutter seconded by Council Member Orrick to adjourn the meeting. Motion carried viva voce vote. Mayor Burress adjourned the meeting at 7:36 PM.



PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY OCTOBER 23, 2023 AT 5:30 O'CLOCK P.M.
MAYOR MARY BURRESS PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Cloyd.

Mayor Burress presented a Letter of Condemnation during the Council Meeting, condemning the attacks that occurred on October 7th, 2023. She strongly denounced the coordinated, unprovoked attack by Hamas terrorists on Israel from the Gaza Strip. The attack involved the firing of thousands of rockets toward Israel's major population centers, infiltrations, kidnappings, and the loss of innocent lives, including Americans. The Mayor emphasized that such acts of terrorism have no justification and are an affront to society. She expressed solidarity with Israel and recognized Israel's right to defend itself. The Mayor also acknowledged the rise of anti-Semitism during these events and expressed hope for eventual peace in the region. The Letter of Condemnation was signed on October 23, 2023.

Illinois State Representative Travis Weaver addressed the council regarding the tragic events in Israel. He shared a poignant story of three individuals: Hirsch, Honor, and the Bedouin man. These three individuals found themselves at a music festival in Israel on October 7th, a day that turned tragic when targeted by Hamas terrorists. Hirsch's mother was desperate to find her son, describing him as the perfect son and affectionately calling him "sweet honor." Mr. Weaver highlighted the courage displayed by these individuals in the face of danger. The Bedouin man's attempt to protect others and Honor's heroism in defending the shelter against grenades and gunfire were particularly notable. Mr. Weaver emphasized the idea that there is no greater love than laying down one's life for friends, as found in John 15:13. Their bravery saved the lives of eight people. Despite the grim circumstances, Mr. Weaver encouraged everyone to hold these stories in their hearts, send love to the affected families, and live in a way that honors the bravery and sacrifice of individuals like the Bedouin man and Honor.

Pastor Heather Robertson spoke about the challenging times and the need for empathy. She shared a story of a conversation with a peace leader in Israel who dreamt of a day when children from both sides could play together. She also highlighted the futility of identifying a single enemy and stressed the importance of putting humanity first. Pastor Robertson called for a shared community moment and led a prayer with Travis Weaver for guidance and unity.

Roy Pageant, an elected official from Tazewell County, expressed his support for Mayor Mary Burress and commended her for her bold leadership in presenting a letter of condemnation. He briefly mentioned his experiences in the Middle East, emphasizing the need to stand with Israel. Mr. Pageant called for a collective effort to send a message of solidarity with Israel, especially if the federal government did not act. He requested permission for a group of officials to add their names to the letter and assured that Pekin would not be alone in this endeavor. Mr. Pageant thanked the mayor for her time.

CALL TO ORDER

City Clerk, Ms. Sue McMillan, confirmed all Council Members were physically present except Council Member Nutter who was absent. On roll call vote all present voted Aye.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:15 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:20 PM
Dave Nutter	City of Pekin	Councilman	Absent	
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:28 PM
Mary Burress	City of Pekin	Mayor	Present	5:20 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:19 PM
John P Abel	City of Pekin	Councilman	Present	5:20 PM

APPROVE AGENDA

Council Member Nutter announced that the draft minutes of October 9, 2023 were distributed to the Council and will be accepted at the November 13, 2023 Council Meeting.

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

PUBLIC INPUT

Ms. Ann Witzig addressed the Council expressing her concern regarding the elimination of the code enforcement officer position and the transition to a chief building official. Ms. Witzig was worried that the new role seemed to primarily focus on buildings, potentially leaving out responsibilities related to ensuring an attractive, lawful, and safe community.

Mayor Burress interjected, offering Ms. Witzig the opportunity to have the Interim City Manager, Mr. Dossey, provide an immediate response to her question. Mr. Dossey clarified that the code enforcement position would not change and that the chief building official, Nic Maquet, would primarily handle plan reviews and ensure new construction adheres to building codes. In essence, he emphasized that the two positions served different functions.

Ms. Witzig appreciated the clarification and moved on to her second concern regarding the meeting minutes. She mentioned her difficulty in obtaining a copy of the minutes and inquired whether it was because they were still in draft form. Ms. Witzig was provided a copy of the draft minutes.

CONSENT AGENDA

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

- 5.1. **Financial Reports September 2023**
- 5.2. **Accounts Payable To Be Paid Proof List thru September 29, 2023**
- 5.3. **Ordinance No. 4118-23/24 A special use request submitted by Jacob & Jill Flynn for the operation of an Automotive Repair Shop at 300 N. 5th St.**

- 5.4. **Ordinance No. 4119-23/24 Amending Chapter 4 Articles I, II and III Changing Chief Code Enforcement Officer to Chief Building Official**
- 5.5. **Receive and File Bids for City Hall Exterior Repairs**

DISCUSSION

6.1. Police Pensions and Fire Pensions

Financial Consultant Mr. Bob Grogan presented a detailed overview of the Fire and Police Pensions, offering key insights into their financial status and funding sources. The purpose of the presentation was to provide the council with a comprehensive understanding of these pension funds prior to the budget process.

In the case of the Police Pension Fund, Mr. Grogan highlighted the normal cost, which represents the current year's expenses for the active workforce. The unfunded actuarial liability amounted to approximately \$24 million, resulting in a 63-64% funded level. The recommended contribution from the actuaries stood at around \$2.3 million, equivalent to 44% of the police department's payroll. Additionally, members of the police force contributed roughly half a million. To address past underfunding, an extra payment of \$400,000 was necessary. An alternative contribution option of about \$1.9 million was also presented. Historical asset performance, membership statistics, monthly benefit payments, and the city's policy to contribute 103% of the required payment were discussed in detail.

Turning to the Fire Pension Fund, Mr. Grogan pointed out that the normal cost was approximately \$1.1 million, higher than that of the police pension. The unfunded actuarial liability for the fire pension was about \$46 million, resulting in a 40-43% funded ratio. The recommended contribution from actuaries stood at around \$4.5 million, while member contributions amounted to about half a million. To address underfunding and poor asset performance, a catch-up payment of \$3.8 million was necessary. An alternative contribution option of about \$3.7 million was also presented. Historical asset performance, membership statistics, monthly benefit payments, and the city's policy to contribute 105% of the required payment were discussed.

Mr. Grogan also provided insights into the various funding sources for the pensions, including the Personal Property Replacement Tax, Real Estate Tax, Cannabis Tax, and Video Gaming License Fee. There was a significant reduction expected in the Personal Property Replacement Tax for the upcoming year, as communicated by the state.

The presentation included a historical perspective on the council's levy decisions over the years and indicated fluctuations in contributions to the pension funds.

Mayor Burress inquired about potential changes in Tier One and Tier Two pensions, and Mr. Grogan and Deputy Fire Chief Tony Rendleman provided insights into legislative developments and concerns about Social Security.

Council Member Orrick raised questions about the duration of the 2040 funding requirement, levy fluctuations, and the consistency of contributions from the Personal Property Replacement Tax.

- ### **6.2. RFP for City Owned Commercial Properties 04-04-34-451-001, 04-04-34-451-002, 04-04-34-451-003, 04-04-34-451-004, 04-04-34-451-005, 04-04-34-451-006 , 04-04-34-451-007, 04-04-34-451-008, 04-04-34-446-001, 04-04-34-446-002 04-04-34-446-007, 04-04-34-446-008, 04-04-34-446-009, 04-04-34-446-010, 04-04-34-446-011**

Police Chief and Interim City Manager, Mr. John Dossey led the discussion regarding the Request for Proposal (RFP) for city-owned commercial properties, Mr. Randy Price presented his response to the proposal. Mr. Dossey, provided context, explaining that Mr. Price had responded to the RFP, focusing on the Second Street property. Mayor Burress invited Mr. Price to the podium, where he elaborated on his proposal.

Mr. Price emphasized that his plans for the Second Street property were similar to those previously discussed for the Court Street location, particularly regarding the gymnasium's size and purpose. He highlighted some key differences, including the absence of the need for city parking as they had ample space for parking and the ability to manage rainwater. The property was already zoned as B-3, aligning with their gym's intended use. The only variance required would be for his son to continue living on the premises.

Mr. Dossey pointed out some minor omissions in the proposal, specifically related to PIN numbers and deed details, which could be addressed if the council decided to proceed. Mayor Burress expressed her belief that the Second Street location might offer better parking options, and Mr. Price agreed, emphasizing the room for expansion and the absence of children crossing the street, addressing potential parking concerns. He also mentioned plans for creating a park area by the riverfront.

Council Member Orrick commended Mr. Price for his commitment to using local businesses for materials whenever possible and inquired about potential outside vendors for food. Mr. Price confirmed the intention to incorporate local businesses, possibly having a food court or special events involving Pekin's unique food offerings. He described a concept similar to the "Taste of Pekin" event, showcasing local businesses' specialties. In his closing remarks, Mr. Price highlighted that his proposal aimed to offer solutions to various challenges and provide an attractive opportunity for the city.

NEW BUSINESS

7.1. Resolution No. 73-23/24 Award City Hall Exterior Cleaning to Otto Baum Company

Police Chief and Interim City Manager, Mr. John Dossey, introduced the agenda item regarding the City Hall Exterior repairs project, proposing to award the bid to Otto Baum Co. He outlined the scope of work, which includes pressure washing, re-pointing damaged mortar joints, re-caulking joints, repairing damaged brick, and resealing the brick at City Hall. This maintenance is essential for the long-term preservation of the building and will result in cost savings for taxpayers. After receiving three bids, with Otto Baum having the lowest bid, it was recommended by the staff to award the project to Otto Baum.

Council Member Hilst raised a question about the project's budget, specifically the allocation from the BDD funding. City Engineer, Ms. Josie Esker clarified that the line item currently reflects the public properties budget, but adjustments can be made as needed, either within the public properties budget or by reverting to BDD funding, as initially agreed upon during the budget approval.

Council Member Hilst sought further details on the budget, inquiring about a lump sum of \$97,200 designated for car cleaning and ceiling handicapped ramp access and inquired if this amount covers the entire ramp or just a section. Public Works Director, Mr. Dean Schneider confirmed that it applies to the entire length of the ramp leading to the second floor of the building. Council Member Hilst also

asked about the scope of work involving caulking and cleaning the exterior brick, to which Mr. Schneider clarified that it encompasses the entire outside of the building.

Council Member Orrick questioned allowable BDD expenses and stated it was only to entice or do infrastructure to locate or relocate a business and requested Ms. Swise's opinion. Ms. Swise stated that she would have to inquire and get back to the Council.

Mr. Schneider stated that the funding was coming from public property and not BDD.

Ms. Esker added that you can use BDD for infrastructure repairs.

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

- 7.2. **Resolution No. 74-23/24 Approve Spending Authority for ADA Repairs**
Police Chief and Interim City Manager Mr. John Dossey presented the resolution to Council to grant the City Engineer additional spending authority for sidewalk repair projects. The current procurement policy limits this authority, and are requesting up to \$25,000 of spending authority per project, not to exceed a cumulative budget of \$100,000 per fiscal year without direct council approval. Each area of sidewalk repair will be treated as a separate project. The purpose of this request is to streamline the sidewalk repair process, take advantage of cost savings, and coordinate with Ameren, who has an ongoing project in the area.

Council Member Orrick expressed his support for the resolution. He emphasized that he believes this initiative will ultimately save the city money, echoing the goal of Ms. Esker, the City Engineer, who is dedicated to cost-efficiency. Council Member Orrick conveyed his trust in Ms. Esker's honesty and commitment to financial responsibility, stating that he stands behind her wholeheartedly.

RESULT:	APPROVED [5 TO 1]
MOVER:	John P Abel, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hohimer, Cloyd, Burress, Orrick, Abel
NAYS:	Rick Hilst
ABSENT:	Dave Nutter

- 7.3. **Resolution No. 75-23/24 Approve Annual Support for Greater Peoria Economic Development Council**
Police Chief and Interim City Manager Mr. John Dossey introduced Chris Setti from the Greater Peoria Economic Development Council to discuss their annual request for continued collaboration. The collaboration aims to promote economic growth through targeted business assistance, workforce development, and regional marketing. The City of Pekin has a long-standing partnership with the Greater Peoria Economic Development Council, focusing on sharing data related to regional marketing, project and business assistance. The collaboration benefits Pekin by generating leads from site selector conferences and trade shows, with a specific focus on manufacturing and healthcare industries. The GPEDC also helps streamline responses to site search requests by adding

regional data and resources for development projects. The cost for this collaboration is \$20,000.

During the discussion, Council Member Hilst raised a question about the membership year for which the \$20,000 contribution is intended. Mr. Setti clarified that it covers the entire calendar year, from January 1, 2023, through the end of the year.

Council Member Orrick asked about the specific benefits the collaboration has brought to Pekin in the past 12 months. Mr. Setti outlined numerous initiatives, such as marketing Pekin's industrial park, hosting events like Career SPARK, assisting local businesses in accessing grants, and building partnerships with local entities and state and federal partners. Additionally, a video commercial showcasing Pekin's assets is employed in marketing efforts to attract potential investors and site selectors.

Mr. Dossey also commended the assistance provided by Mr. Setti in terms of job searches and the wealth of information he brings to the city.

Council Member Cloyd appreciated a video commercial highlighting the industrial park and asked about its use in marketing efforts. Mr. Setti explained that the video is a valuable tool used in the region's marketing strategy, especially for attracting businesses to Pekin.

Additionally, Mr. Setti discussed the methods of marketing and how the video is shared through email, postcards, and the website, targeting site selectors and potential investors. The video serves to showcase Pekin's assets and capabilities to potential businesses.

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

7.4. Resolution No. 76-23/24 Approve Illinois Municipal League Risk Management Association Renewal Invoice

Mr. Bob Grogan, Interim Finance Director, presented the annual insurance payment for the City of Pekin, covering workman's compensation and general liability for the entire calendar year 2024. He noted that there was an increase in the premium compared to the previous year. In the past, the city had opted not to use a Min/Max policy, and this approach was recommended once again. Mr. Grogan discussed the city's historical claims record, explaining that the city has experienced multiple "bad years" in terms of claims, which puts it at a financial disadvantage for Min/Max policies. He mentioned that while there are alternative options, there's insufficient time to explore these alternatives for the 2024 calendar year.

Mr. Dossey expressed his intention to reinstitute or implement a safety committee. Council Member Orrick inquired whether the city had ever bid out its insurance policy, suggesting it might be worth exploring to ensure the city is receiving competitive rates. Mr. Grogan indicated he would investigate when the last time this was done, acknowledging there are competitors in the market, although the current insurance provider is standard for municipalities.

Council Member Hilst raised concerns about the available funds in the specific line items designated to cover the insurance payment. He noted a substantial shortage, approximately \$357,000, which raised questions about where the rest of the funds would be sourced. Mr. Grogan acknowledged the budgetary shortfall and mentioned that some prior claims, which were not originally budgeted, had affected the budget allocation.

In response to Council Member Hilst's concern about the insurance budget shortage, Mr. Grogan discussed the overall insurance budget and how expenses are apportioned across various funds to maintain a balance. He acknowledged the specific line items for workman's compensation and general liability were facing a shortage, but the entire insurance budget was still within acceptable limits. Mr. Grogan offered to provide a detailed plan for the remainder of the year and potential budget amendments if needed, to address the shortfall. The discussion emphasized the importance of ensuring the insurance payment is made in a timely manner to avoid potential penalties in the amount of \$12,000.

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

7.5. Resolution No. 77-23/24 Adopt Non-Discrimination Policy for City Services and Programs

City Attorney Ms. Swise presented the need for a new policy to comply with a grant received by the Fire Department from the Department of Homeland Security. The grant comes with requirements for the city to establish certain nondiscrimination policies and procedures. The previously adopted Limited English Proficiency (LEP) policy was the first part of this compliance, and the current proposal is the second part.

The new policy aims to prevent unlawful discrimination in the provision of city services and programs. While the city already has nondiscrimination policies related to employment, this policy is specifically geared toward nondiscrimination in the services offered to residents and program participants. It establishes a clear commitment to nondiscrimination and tasks the city manager with creating procedures to handle complaints of unlawful discrimination in the provision of city services and programs.

Deputy Fire Chief Tony Rendleman mentioned that the grant received was approximately \$81,000 and had already been used to purchase new breathing apparatus for the hazmat and technical rescue teams. Council Member Orrick inquired about the connection between this policy and the need for interpreters. Ms. Swise clarified that the policy is a requirement for the city to receive the grant funds, and it encompasses a broader range of nondiscrimination, including aspects such as race, religion, national origin, and sex. The policy ensures compliance with the grant's conditions and provides a mechanism for handling complaints related to unlawful discrimination in the provision of city services and programs.

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

7.6. Ordinance No. 4120-23-24 Amending Chapter 5, Article I, Division 4, Section 6-4 of the Pekin City Code

A motion was made by Council Member Hohimer seconded by Council Member Abel to approve and adopt an ordinance Amending Chapter 5, Article I, Division 4, Section 6-4 of the Pekin City Code regarding the video gaming terminal fee.

Police Chief and Interim City Manager Mr. John Dossey presented a proposal to exempt non-profit organizations from the \$1,000 fee for each gaming terminal, citing the potential hardship it could pose on organizations like the Pekin Park District, Elks, American Legion, and others. The proposal sought to ensure that the city continued to collect approximately \$200,000 annually from this source, primarily earmarked for police and fire pensions.

Council Member Hohimer expressed the opinion that the fee should be applied uniformly, regardless of an organization's status as a non-profit or its revenue, arguing that the machines were meant to generate revenue for the owners.

During the discussion, local business owners and stakeholders, including George Hunter and Cathy LoBello from Jaimie's Place, voiced their concerns. They emphasized that many small businesses contribute significantly to the community and argued against what they perceived as a discriminatory approach based on revenue.

Council Member Orrick proposed an amendment to reduce the terminal fee to \$200 for video gaming terminals. He clarified that this fee reduction was intended for all businesses, not just non-profits.

The discussion became complex and the Council struggled to reach a consensus on the proposed changes. Eventually, Council Member Orrick suggested laying over the issue to gather more input and clarity on how the resolution should be crafted. Council members and the city staff agreed to revisit the issue and discuss potential changes to the fee structure and exemptions in preparation for the November 13th Council meeting.

RESULT:	LAYED OVER [5 TO 1]
	Next: 11/13/2023 5:30 PM
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Rick Hilst, Councilman
AYES:	Hilst, Cloyd, Burress, Orrick, Abel
NAYS:	Karen Hohimer
ABSENT:	Dave Nutter

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Dossey mentioned attending the station dedication and expressed appreciation for Heather Robertson's contributions.

Fire Chief Trent Reeise thanked the community and staff for their support during the dedication and mentioned the successful event with over 130 attendees.

City Attorney, Ms. Kate Swise discussed the use of business development district funds, highlighting the municipality's authority to renovate, rehabilitate, reconstruct, repair, locate, remodel any existing building and construct public buildings.

Public Works Director, Mr. Dean Schneider shared positive feedback about the new garbage trucks, emphasizing their efficiency. He commended the skilled drivers and their ability to navigate challenging neighborhoods.

Council Member Abel expressed the need to reach out to Mr. Zeller regarding the Avanti's Dome and its future plans.

Council Member Hohimer addressed concerns about gambling addiction, urging businesses with gaming machines to contribute the relatively small annual fee of \$1,000 per machine. She argued that businesses benefiting significantly from these machines should not find this fee burdensome.

Council Member Orrick inquired about the recent cleanup event, and Mr. Schneider provided a positive update but mentioned that the final cost figures were not available yet.

Council Member Hilst inquired about the Clark Street Project and questioned the posting of the Police Pension agendas on the City website.

City Engineer, Ms. Josie Esker clarified that there was a delay regarding the Clark Street Project and stated that the contract was now signed.

Deputy Fire Chief Tony Rendleman explained the historical practice of not posting Fire Pension meetings and that they are now posted since he had taken over. Mr. Dossey noted that the pension boards were separate entities from the city.

Hilst discussed the importance of conducting citizen satisfaction surveys to gauge public opinion on services and priorities. He expressed a desire to distribute such surveys via wastewater bills in the near future.

Council Member Cloyd praised the Pekin High School's class that teaches students how to build houses and highlighted their ongoing project.

Mayor Burress shared her experience with a home built by Pekin High School students and commended Fire Chief Reeise for his work on the new fire truck and station dedication.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

Seeing no further business of the Council a motion was made by Council Member Hohimer seconded by Council Member Orrick to adjourn. Motion carried by voice vote. Mayor Burress adjourned the meeting at 7:30 PM.



PEKIN FIRE DEPARTMENT

3232 COURT ST — Pekin, IL 61554

www.ci.pekin.il.us

Monthly Incident Type Report (Pekin Fire)

Basic Incident Type	Total Incidents	Total Incidents Percent of Incidents
Incident Type Category: 1 - Fire		
113 - Cooking fire, confined to container	2	0.34%
115 - Incinerator overload or malfunction, fire confined	1	0.17%
116 - Fuel burner/boiler malfunction, fire confined	1	0.17%
131 - Passenger vehicle fire	3	0.51%
150 - Outside rubbish fire, other	1	0.17%
151 - Outside rubbish, trash or waste fire	2	0.34%
Total: 10		Total: 1.70%
Incident Type Category: 3 - Rescue & Emergency Medical Service Incident		
300 - Rescue, EMS incident, other	1	0.17%
311 - Medical assist, assist EMS crew	8	1.36%
321 - EMS call, excluding vehicle accident with injury	399	67.97%
322 - Motor vehicle accident with injuries	18	3.07%
324 - Motor vehicle accident with no injuries.	7	1.19%
352 - Extrication of victim(s) from vehicle	1	0.17%
370 - Electrical rescue, other	1	0.17%
Total: 435		Total: 74.11%
Incident Type Category: 4 - Hazardous Condition (No Fire)		
411 - Gasoline or other flammable liquid spill	1	0.17%
412 - Gas leak (natural gas or LPG)	7	1.19%
461 - Building or structure weakened or collapsed	1	0.17%
Total: 9		Total: 1.53%
Incident Type Category: 5 - Service Call		
500 - Service call, other	5	0.85%
531 - Smoke or odor removal	1	0.17%
550 - Public service assistance, other	15	2.56%
551 - Assist police or other governmental agency	2	0.34%
552 - Police matter	3	0.51%
553 - Public service	15	2.56%
554 - Assist invalid	37	6.30%
555 - Defective elevator, no occupants	1	0.17%
561 - Unauthorized burning	10	1.70%
571 - Cover assignment, standby, moveup	1	0.17%
Total: 90		Total: 15.33%
Incident Type Category: 6 - Good Intent Call		
600 - Good intent call, other	1	0.17%
611 - Dispatched and cancelled en route	12	2.04%
622 - No incident found on arrival at dispatch address	2	0.34%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.17%
661 - EMS call, party transported by non-fire agency	2	0.34%
Total: 18		Total: 3.07%
Incident Type Category: 7 - False Alarm & False Call		
700 - False alarm or false call, other	17	2.90%
735 - Alarm system sounded due to malfunction	1	0.17%
740 - Unintentional transmission of alarm, other	1	0.17%
743 - Smoke detector activation, no fire - unintentional	2	0.34%

Basic Incident Type	Total Incidents	Total Incidents Percent of Incidents
744 - Detector activation, no fire - unintentional	1	0.17%
745 - Alarm system activation, no fire - unintentional	1	0.17%
746 - Carbon monoxide detector activation, no CO	2	0.34%
	Total: 25	Total: 4.26%
	Total: 587	Total: 100.00%



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4121-23/24 A Special Use Request Submitted by Tim And Kathy Behm for the Operation of a Towing and Automotive Repair/Sales Business at 800 South 2nd Street

DESCRIPTION: A Special Use request submitted by Tim & Kathy Behm for the operation of a towing and automobile repair/sales business at 800 S. 2nd St. Said property is zoned I-1 Light Industrial with a legal description of SEC 3 T24N R5W N PT OF LOT C LYING S OF WINTER ST & E OF 2ND ST NE 1/4 .79 AC with the following PIN: 04-10-03-213-001 in Tazewell County, Illinois.

The Property is Zoned I-1 Light Industrial. City code section 4-3-6-3(1)(5) requires that all automotive repair businesses and locations such as a towing business that would have short term auto storage located within the I-1 Light Industrial zoning district obtain a special use permit to operate. This Special Use would allow for this business to operate a towing and automobile repair/sales business with short-term auto storage at this location.

(1) Auto engine and body repair and undercoating shop, when completely enclosed.

(5) Short-term car storage for wrecked automobiles where such storage is for periods not to exceed six months and when no such storage is undertaken for the wrecking or salvaging of automobiles or parts thereof. All such storage areas shall be graded and maintained to assure adequate drainage, pollution, and erosion control for the subject and surrounding properties. The storage area shall comply with all applicable municipal, state and federal guidelines and regulations for hazardous material waste and pollution control. A minimum recommended surface cover is four inches of coarse gravel or crushed rock over a compacted base. The storage area shall be completely fenced and obscured from public view with solid panels, chain link fence with solid strip panels or similar type of construction.

STAFF NOTES

The property was previously used as an auto sales and repair business.

- The rear lot is fenced and has a combination surface of gravel and concrete.
- Staff have conducted a walk-through of the building and given the tenant a list of code issues that they must correct prior to occupancy being given.
- All storage of wrecked cars will be kept in the rear fenced lot.
- The Zoning Board of Appeals has recommended Approval
- Staff recommends Approval for the Special Use

FINANCIAL IMPACT:

REVIEWED BY:

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

Approved - 11/7/2023
Approved - 11/7/2023
Approved - 11/8/2023
Final Approval - 11/8/2023

Ordinance No. 4121-23/24 A Special Use Request Submitted by Tim And Kathy Behm for the Operation of a Towing and Automotive Repair/Sales Business at 800 South 2nd Street

WHEREAS, Tim and Kathy Behm, ("Petitioner") own the property located at 800 S. 2nd Street in the City of Pekin (the "Property"); and

WHEREAS, the Property is located in an I-1, Light Industrial district; and

WHEREAS, the Petitioner has applied for a special use to allow a towing and automobile repair/sales business with short-term automobile storage on the Property; and

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

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

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

Section 2. The Special Use requested by Petitioner to allow a towing and automobile repair/sales business with short-term automobile storage on the Property pursuant to Section 4-3-6-6-3(1)(5) of the Pekin City Code is approved.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 13th day of November, 2023.

Mayor

ATTEST:

City Clerk



received
10-18-2023

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

Board of Appeals Application for Consideration

Type of Request (check one): ☒ A. Special Use (\$85) ☐ B. Residential Variance (\$85) ☐ C. Non-Residential Variance (\$85) ☐ D. Map Amendment/Rezoning (\$75) ☐ E. Annexation (\$75)	Request Property Address or PIN: <u>800 S SECOND STREET</u>
	Current Zoning (if known): _____
	Proposed Zoning (if rezoning request): _____
	Current Use: _____
	Proposed Use (if different): _____

Property Owner Name:	<u>Fred MASCIASIA</u>
Mailing Address:	<u>706 S. 2nd PEKIN IL</u>
Phone:	<u>264-4062</u>
Alternative Phone:	
E-Mail Address:	

Applicant Name (if different):	<u>Tim & Cathy Behm</u>
Mailing Address:	<u>2415 W CARRIAGE LANE PEORIA 61614</u>
Phone:	<u>309-571-7403 309-256-8511</u>
Alternative Phone:	
E-Mail Address:	<u>behms1@yahoo.com</u>

6010221



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

Please summarize your request and explain why it is necessary:

USED CAR Sales

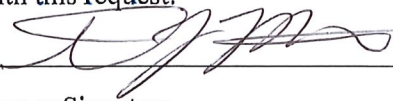
Auto Repair Shop

Towing INDOOR + outdoor Storage in fenced AREA

90% of our tows ARE for Copart AND NEVER
go to our lot AS we take them to there lot.

CERTIFICATION BY PROPERTY OWNER

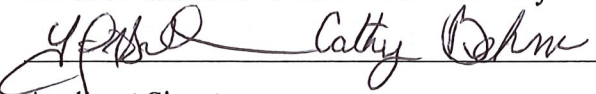
I certify that I am the owner of the property, which is the subject of this request. I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief. If an applicant is signing below, that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


Owner Signature

10-18-23
Date

CERTIFICATION BY THE APPLICANT (if different)

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


Applicant Signature

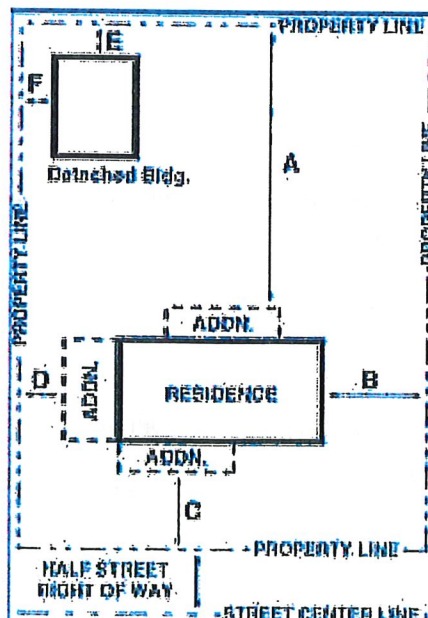
10-18-23
Date



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

The following attachments are required for consideration of your request:

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





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

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

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

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

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)?

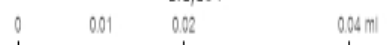


- I-155
- IL 29
- US 24
- I-474
- IL 98
- Streets
- I-74
- US 150
- Sections

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



1:1,104



Zoning Board of Appeals Review Sheet
November 8, 2023

Case SU 2023-04

A Special Use request submitted by Tim & Kathy Behm for the operation of a towing and automobile repair/sales business at 800 S. 2nd St. Said property is zoned I-1 Light Industrial with a legal description of SEC 3 T24N R5W N PT OF LOT C LYING S OF WINTER ST & E OF 2ND ST NE 1/4 .79 AC with the following PIN: 04-10-03-213-001 in Tazewell County, Illinois.

SUMMARY

A Special Use request submitted by Tim & Kathy Behm for the operation of a towing and automobile repair/sales business at 800 S. 2nd St. Said property is zoned I-1 Light Industrial with a legal description of SEC 3 T24N R5W N PT OF LOT C LYING S OF WINTER ST & E OF 2ND ST NE 1/4 .79 AC with the following PIN: 04-10-03-213-001 in Tazewell County, Illinois.

The Property is Zoned I-1 Light Industrial. City code section 4-3-6-6-3(1)(5) requires that all automotive repair businesses and locations such as a towing business that would have short term auto storage located within the I-1 Light Industrial zoning district obtain a special use permit to operate. This Special Use would allow for this business to operate a towing and automobile repair/sales business with short term auto storage at this location.

- (1) Auto engine and body repair and undercoating shop, when completely enclosed.
- (5) Short-term car storage for wrecked automobiles where such storage is for periods not to exceed six months and when no such storage is undertaken for the wrecking or salvaging of automobiles or parts thereof. All such storage areas shall be graded and maintained to assure adequate drainage, pollution, and erosion control for the subject and surrounding properties. The storage area shall comply with all applicable municipal, State and Federal guidelines and regulations for hazardous material waste and pollution control. A minimum recommended surface cover is four inches of coarse gravel or crushed rock over a compacted base. The storage area shall be completely fenced and obscured from public view with solid panels, chain link fence with solid strip panels or similar type of construction.

STAFF NOTES

- The property was previously used as an auto sales and repair business.
- The rear lot is fenced and has a combination surface of gravel and concrete.
- Staff have conducted a walk-through of the building and given the tenant a list of code issues that they must correct prior to occupancy being given.
- All storage of wrecked cars will be kept in the rear fenced lot.
- Staff recommends Approval for the Special Use



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4122-23/24 A Rezoning Request Submitted by Richwoods Christian Church from R-3 One Family Residential District to OS-1 Office Service District for the Property Located at 2221 Parkway Drive

DESCRIPTION: A Rezoning request submitted by Richwoods Christian Church from R-3 One Family Residential District to OS-1 Office Service District for the property located at 2221 Parkway Dr. Said property is zoned R-3 One Family Residential District with a legal description of SEC 25 T25N R5W HOLIDAY HILLS SEC 7 LOT 379 SW 1/4 3.08 AC with the following PIN: 04-04-25-312-021, in Tazewell County, Illinois

SUMMARY

Richwoods Christian Church wishes to change the zoning designation to OS-1 Office Service District for the property known as 2221 Parkway Dr to attract a wider range of buyers. The property is currently listed as R-3 One Family Residential District.

The OS-1 Districts are designed to accommodate uses such as offices, banks and personal services which can serve as transitional areas between residential and commercial districts and to provide a transition between major thoroughfares and residential districts.

STAFF NOTES

- Staff have been told that the building will not be enlarged or changed from its current size.
- Staff believe this zoning designation is appropriate.
- Multiple OS-1 parcels are located nearby and are similarly located to residential areas off Parkway Dr.
- The Zoning Board of Appeals has recommended approval.
- Staff recommends approval.

FINANCIAL IMPACT:

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

REVIEWED BY:

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

Approved - 11/7/2023
Approved - 11/7/2023
Approved - 11/8/2023
Final Approval - 11/8/2023

**Ordinance No. 4122-23/24 A Rezoning Request Submitted by Richwoods Christian Church from R-3
One Family Residential District to OS-1 Office Service District for the Property Located at 2221
Parkway Drive**

WHEREAS, the real property (the "Property") located at 2221 Parkway Drive, in the City of Pekin, Tazewell County, Illinois, is currently zoned R3, One Family Residential District; and is further described as follows: SEC 25 T25N R5W HOLIDAY HILLS SEC 7 LOT 379 SW 1/4 3.08 AC

PIN: 04-04-25-312-021

WHEREAS, the owner of the Property has petitioned the City to rezone the Property to OS-1, Office Service District; and

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

WHEREAS, the City Council of the City of Pekin finds that the use and location of the Property is properly suited to a zoning classification of OS-1, Office Service District, and that such rezoning will not be detrimental to surrounding uses.

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

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

Section 2. The zoning classification of the Property as shown and described on Exhibit A attached hereto is hereby changed from R3, One Family Residential District, to OS-1, Office Service District.

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

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

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

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

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

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 13th day of

November, 2023.

Mayor

ATTEST:

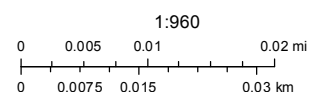
City Clerk

2221 N. Parkway Drive (Richwoods Church)



I-155	Symbols	Tip 100
I-474	<all other values>	Tip 400
I-74	Arrow 100	Sections
IL 29	Arrow 400	OwnershipParcels
IL 98	FromTo 100	TaxParcels
US 150	FromTo 400	Blocks
US 24	Hook 100	ROW
Streets	Hook 400	Lots

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

Board of Appeals Application for Consideration

<u>Type of Request (check one):</u> ☐ 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: 04-04-25-312-021 Current Zoning (if known): R3 Proposed Zoning (if rezoning request): OS-1 Current Use: Religious Facility Proposed Use (if different): Office
---	--

Property Owner Name:	Richwoods Christian Church
Mailing Address:	8115 N. Knoxville Avenue, Peoria, IL 61615
Phone:	925-788-9718
Alternative Phone:	
E-Mail Address:	tbutler@richwoods.org

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



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

Please summarize your request and explain why it is necessary:

Requesting a rezoning of the property in order to sell it to a wider range of users.

CERTIFICATION BY PROPERTY OWNER

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



10-16-23

Owner Signature

Date

CERTIFICATION BY THE APPLICANT (if different)

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



10-16-23

Applicant Signature

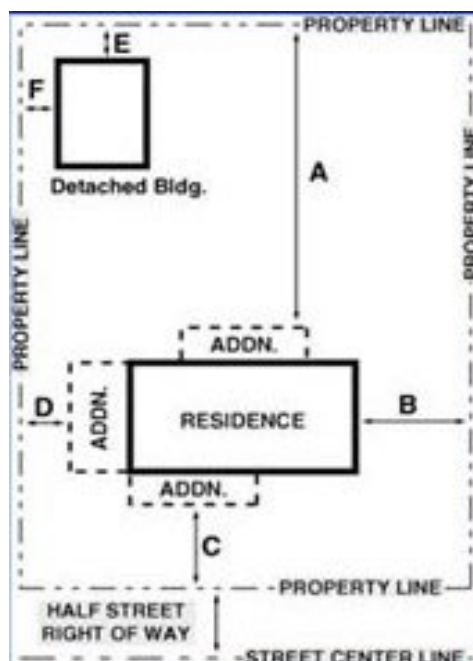
Date



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

The following attachments are required for consideration of your request:

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





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

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

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

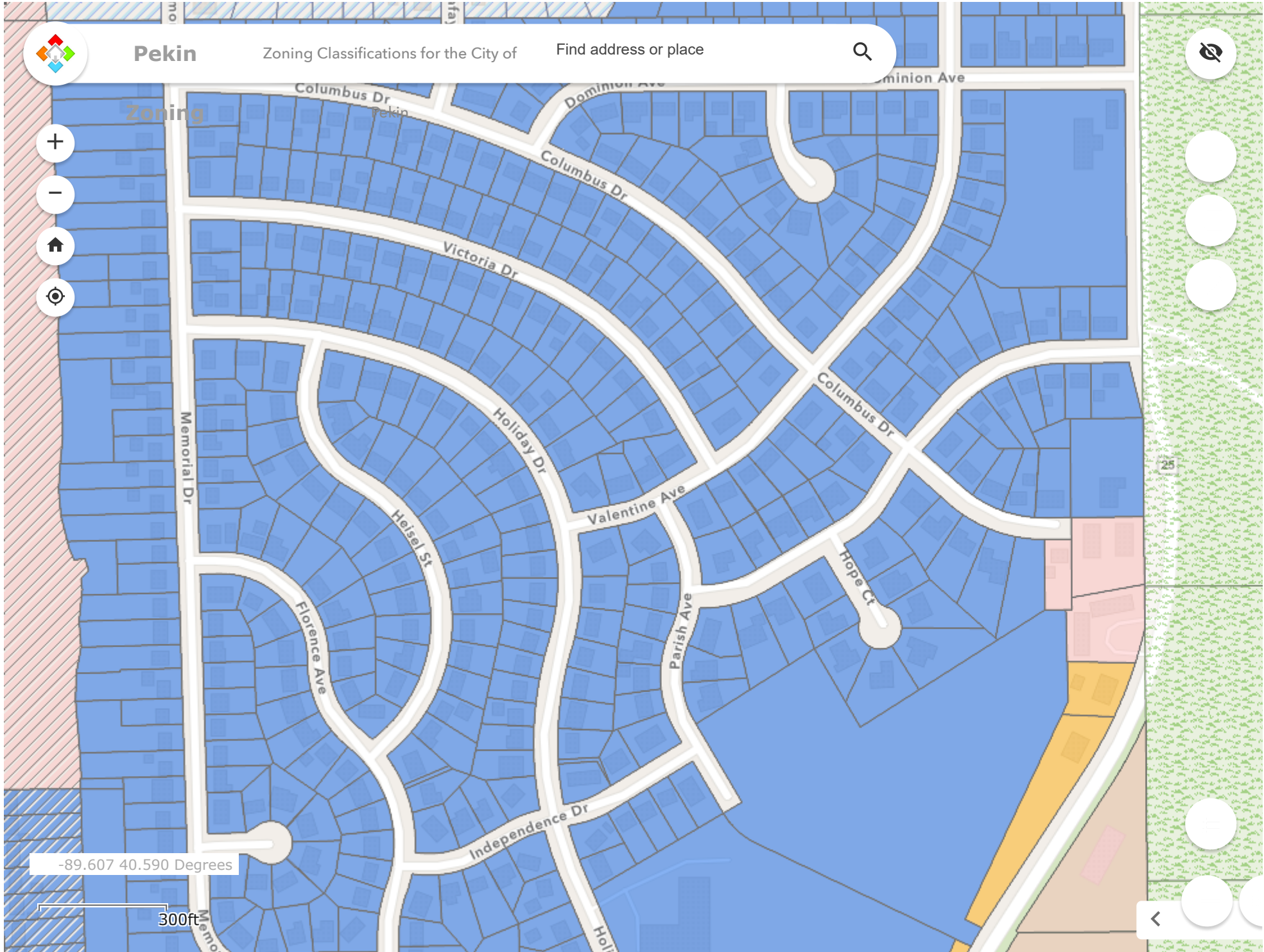
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REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: October 2023 Building Inspections Report

DESCRIPTION: Receive and File October 2023 Building Report

FINANCIAL IMPACT:

Requested Amount:N/A

Line Item:

Budgeted Amount:

Remaining Funds:

Notes:

REVIEWED BY:

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

Approved - 11/6/2023
Approved - 11/7/2023
Approved - 11/7/2023
Final Approval - 11/8/2023

Cash Receipts

Receipt Listing by GL

User: nmaquet@ci.pekin.il.us

Printed: 11/06/2023 - 10:14 AM



City Of Pekin
111 S. Capitol
Pekin, IL 61554

Account Number			Account Description			Amount
Receipt No	Void	Cust No Name		Receipt Date	Line Item Description	
100-793-420500			Hvac License			
01157549	False	026314 Michael Campeggio		10/3/2023	HVAC License - Renewal	100.00
					Fund: 100 Total:	100.00
100-793-420800			Electrical Contractors License			
01161276	False	031159 Yatika Inc		10/17/2023	Electrical License - New License	150.00
					Fund: 100 Total:	150.00
100-793-425500			Hvac Permit			
01156021	False	026602 John Harms		10/2/2023	HVAC Permit - 23PEK-HV-1569 - 10	790.00
01156369	False	018455 Service Inc		10/2/2023	HVAC Permit - 23PEK-HV-1658 - 12	40.00
01156413	False	025894 Butch McCamy		10/3/2023	HVAC Permit - 23PEK-HV-1660 - 60	20.00
01156413	False	025894 Butch McCamy		10/3/2023	HVAC Permit - 23PEK-HV-1659 - 3	40.00
01157633	False	026889 William Ford		10/4/2023	HVAC Permit - 23PEK-HV-1665 - 90	40.00
01157693	False	027600 Nicholas Mucciante		10/3/2023	HVAC Permit - 23PEK-HV-1640 - 12	40.00
01158736	False	026009 Craig Stuber		10/4/2023	HVAC Permit - 23PEK-HV-1667 - 19	20.00
01160217	False	014294 Frank Shearer		10/6/2023	HVAC Permit - 23PEK-HV-1691 - 10	40.00
01160218	False	026012 Ray Perry		10/6/2023	HVAC Permit - 23PEK-HV-1692 - 20	40.00
01160221	False	027600 Nicholas Mucciante		10/6/2023	HVAC Permit - 23PEK-HV-1694 - 31	40.00
01160597	False	014294 Frank Shearer		10/11/2023	HVAC Permit - 23PEK-HV-1723 - 90	40.00
01160598	False	014294 Frank Shearer		10/11/2023	HVAC Permit - 23PEK-HV-1721 - 12	80.00
01160734	False	027970 Darrell Ehnle		10/12/2023	HVAC Permit - 23PEK-HV-1725 - 17	20.00
01161131	False	014294 Frank Shearer		10/13/2023	HVAC Permit - 23PEK-HV-1736 - 10	20.00
01161135	False	026338 Brad Cordts		10/15/2023	HVAC Permit - 23PEK-HV_1509 - 35	40.00
01161136	False	026338 Brad Cordts		10/15/2023	HVAC Permit - 23PEK-HV-1550 - 11	20.00
01161137	False	026338 Brad Cordts		10/15/2023	HVAC Permit - 23PEK-HV-1581 - 7	40.00
01161138	False	026338 Brad Cordts		10/15/2023	HVAC Permit - 23PEK-HV-1681 - 71	120.00
01161373	False	014294 Frank Shearer		10/16/2023	HVAC Permit - 23PEK-HV-1743 - 13	20.00

Account Number			Account Description			Amount
Receipt No	Void	Cust No	Name	Receipt Date	Line Item Description	
01161509	False	033227	AAA Northgate Heating & Air LLC	10/18/2023	HVAC Permit - 23PEK-HV-1774 - 22	40.00
01161511	False	014294	Frank Shearer	10/18/2023	HVAC Permit - 23PEK-HV-1772 - 20	20.00
01161512	False	026012	Ray Perry	10/18/2023	HVAC Permit - 23PEK-HV-1770 - 24	20.00
01161514	False	028067	Brandon Andrews	10/18/2023	HVAC Permit - 23PEK-HV-1782 - Ve	40.00
01161619	False	014294	Frank Shearer	10/19/2023	HVAC Permit - 23PEK-HV-1788 - 19	40.00
01162845	False	026012	Ray Perry	10/24/2023	HVAC Permit - 23PEK-HV-1820 - 13	40.00
01162846	False	014294	Frank Shearer	10/24/2023	HVAC Permit - 23PEK-HV-1821 - 92	20.00
01163376	False	014294	Frank Shearer	10/26/2023	HVAC Permit - 23PEK-HV-1831 - 31	40.00
					Fund: 100	Total:
						1,770.00
100-793-425700	Special Use Permit					
01161297	False	019112	Richwoods Christian Church	10/17/2023	Variance Application - Map Amendme	75.00
01161450	False	019955	Fred Massaglia	10/18/2023	Variance Application - Special Use	85.00
					Fund: 100	Total:
						160.00
100-793-426000	Electrical Permits					
01156022	False	034361	Central Illinois Electrical Services	10/2/2023	Electrical Permit - 23PEK-EL-1653 -	43.00
01156402	False	032478	Todd Erwin	10/3/2023	Electrical Permit - 23PEK-BP-1625-N	26.00
01157551	False	027549	Gregory Porter	10/2/2023	Electrical Permit - 23PEK-SOL-1553	43.00
01157552	False	027549	Gregory Porter	10/2/2023	Electrical Permit - 23PEK-SOL-1554	43.00
01157553	False	032930	SunRun Installation Service, INC	10/2/2023	Electrical Permit - 23PEK-SOL-1634	43.00
01157556	False	033520	Legacy Solar	10/2/2023	Electrical Permit - 23PEK-SOL-1645	43.00
01157558	False	032930	SunRun Installation Service, INC	10/2/2023	Electrical Permit - 23PEK-SOL-1647	43.00
01157559	False	032930	SunRun Installation Service, INC	10/2/2023	Electrical Permit - 23PEK-SOL-1648	43.00
01157560	False	032930	SunRun Installation Service, INC	10/2/2023	Electrical Permit - 23PEK-SOL-1650	43.00
01157561	False	033036	Titan Solar Power INC	10/2/2023	Electrical Permit - 23PEK-SOL-1651	43.00
01157562	False	033520	Legacy Solar	10/2/2023	Electrical Permit - 23PEK-SOL-1652	43.00
01157657	False	034403	Paul Helmig	10/4/2023	Electrical Permit - 23PEK-EL-1671 -	43.00
01157774	False	026270	Larry Morr	10/5/2023	Electrical Permit - 23PEK-EL-1688 -	43.00
01158733	False	033332	Freedom Forever Illinois	10/4/2023	Electrical Permit - 23PEK-SOL-1646	43.00
01159100	False	026503	Ray Trapp	10/5/2023	Electrical Permit - 23PEK-EL-1682 -	43.00
01159102	False	029307	Shawn Taylor	10/5/2023	Electrical Permit - 23PEK-EL-1687 -	18.00
01159408	False	034407	Veronica Stuart	10/6/2023	Electrical Permit - 23PEK-EL-1701 -	43.00
01160206	False	033332	Freedom Forever Illinois	10/6/2023	Electrical Permit - 23PEK-SOL-1644	43.00
01160207	False	032930	SunRun Installation Service, INC	10/6/2023	Electrical Permit - 23PEK-SOL-1669	43.00
01160208	False	032930	SunRun Installation Service, INC	10/6/2023	Electrical Permit - 23PEK-SOL-1670	43.00

Account Number			Account Description			Amount
Receipt No	Void	Cust No	Name	Receipt Date	Line Item Description	
01160209	False	033733	Oasis Electric	10/6/2023	Electrical Permit - 23PEK-SOL-1672	43.00
01160210	False	032930	SunRun Installation Service, INC	10/6/2023	Electrical Permit - 23PEK-SOL-1673	43.00
01160211	False	032930	SunRun Installation Service, INC	10/6/2023	Electrical Permit - 23PEK-SOL-1674	43.00
01160212	False	032793	CR Solar	10/6/2023	Electrical Permit - 23PEK-SOL-1676	43.00
01160213	False	032930	SunRun Installation Service, INC	10/6/2023	Electrical Permit - 23PEK-SOL-1677	43.00
01160214	False	033520	Legacy Solar	10/6/2023	Electrical Permit - 23PEK-SOL-1683	43.00
01160215	False	026498	Ross Blunier	10/6/2023	Electrical Permit - 23PEK-EL-1689 - 1	52.00
01160216	False	027970	Darrell Ehnle	10/6/2023	Electrical Permit - 23PEK-EL-1690 - 1	52.00
01160222	False	032930	SunRun Installation Service, INC	10/6/2023	Electrical Permit - 23PEK-SOL-1695	43.00
01160223	False	033380	Illinois Solar Services	10/6/2023	Electrical Permit - 23PEK-SOL-1700	43.00
01160224	False	029307	Shawn Taylor	10/6/2023	Electrical Permit - 23PEK-EL-1705 - 1	43.00
01160225	False	033520	Legacy Solar	10/6/2023	Electrical Permit - 23PEK-SOL-1708	43.00
01160250	False	032793	CR Solar	10/9/2023	Electrical Permit - 23PEK-SOL-1697	43.00
01160251	False	026458	Brian Rieke	10/9/2023	Electrical Permit - 23PEK-EL-1704 - 1	43.00
01160586	False	033332	Freedom Forever Illinois	10/10/2023	Electrical Permit - 23PEK-SOL-1675	43.00
01160587	False	033332	Freedom Forever Illinois	10/10/2023	Electrical Permit - 23PEK-SOL-1678	43.00
01160588	False	033332	Freedom Forever Illinois	10/10/2023	Electrical Permit - 23PEK-SOL-1698	43.00
01160589	False	033332	Freedom Forever Illinois	10/10/2023	Electrical Permit - 23PEK-SOL-1699	43.00
01160596	False	029307	Shawn Taylor	10/11/2023	Electrical Permit - 23PEK-EL-1722 - 1	43.00
01160599	False	029307	Shawn Taylor	10/11/2023	Electrical Permit - 23PEK-EL-1728 - 1	55.00
01160600	False	029307	Shawn Taylor	10/11/2023	Electrical Permit - 23PEK-EL-1729 - 1	43.00
01161129	False	031677	James Mitchell	10/13/2023	Electrical Permit - 23PEK-EL-1557 - 1	18.00
01161132	False	026503	Ray Trapp	10/13/2023	Electrical Permit - 23PEK-EL-1734 - 1	43.00
01161133	False	025867	Allen Kaiser	10/13/2023	Electrical Permit - 23PEK-EL-1733 - 1	43.00
01161134	False	029307	Shawn Taylor	10/13/2023	Electrical Permit - 23PEK-EL-1737 - 1	43.00
01161276	False	031159	Yatika Inc	10/17/2023	Electrical Permit - 23PEK-EL-1740 - 1	182.00
01161298	False	026275	Tracy Smith	10/17/2023	Electrical Permit - 23PEK-EL-1767 - 1	31.00
01161299	False	026275	Tracy Smith	10/17/2023	Electrical Permit - 23PEK-EL-1768 - 1	43.00
01161365	False	026611	Alan Koener	10/18/2023	Electrical Permit - 23PEK-EL-1778 - 1	43.00
01161366	False	034460	Current Solutions of the Midwest LLC	10/18/2023	Electrical Permit - 23PEK-EL-1493 - 1	43.00
01161502	False	032930	SunRun Installation Service, INC	10/18/2023	Electrical Permit - 23PEK-SOL-1726	43.00
01161503	False	032930	SunRun Installation Service, INC	10/18/2023	Electrical Permit - 23PEK-SOL-1727	43.00
01161504	False	032930	SunRun Installation Service, INC	10/18/2023	Electrical Permit - 23PEK-SOL-1751	43.00
01161505	False	032930	SunRun Installation Service, INC	10/18/2023	Electrical Permit - 23PEK-SOL-1752	43.00
01161506	True	032930	SunRun Installation Service, INC	10/18/2023	Electrical Permit - 23PEK-SOL-1750	43.00

Account Number			Account Description			Amount
Receipt No	Void	Cust No	Name	Receipt Date	Line Item Description	
01161507	False	032930	SunRun Installation Service, INC	10/18/2023	Electrical Permit - 23PEK-SOL-1753	43.00
01161508	False	027549	Gregory Porter	10/18/2023	Electrical Permit - 23PEK-SOL-1750	43.00
01161510	False	032930	SunRun Installation Service, INC	10/18/2023	Electrical Permit - 23PEK-SOL-1777	43.00
01161513	False	033747	Cell Electric, LLC	10/18/2023	Electrical Permit - 23PEK-EL-1783 -	43.00
01161515	False	033332	Freedom Forever Illinois	10/18/2023	Electrical Permit - 23PEK-SOL-1320	43.00
01161518	False	032930	SunRun Installation Service, INC	10/18/2023	Electrical Permit - 23PEK-SOL-1776	43.00
01162705	False	033332	Freedom Forever Illinois	10/23/2023	Electrical Permit - 23PEK-SOL-1805	43.00
01162707	False	032787	Helio Solar Power	10/23/2023	Electrical Permit - 23PEK-SOL-1801	43.00
01162842	False	032848	SunRun Installation Services	10/24/2023	Electrical Permit - 23PEK-SOL-1802	43.00
01162844	False	032848	SunRun Installation Services	10/24/2023	Electrical Permit - 23PEK-SOL-1811	43.00
01163367	False	032848	SunRun Installation Services	10/26/2023	Electrical Permit - 23PEK-SOL-1715	43.00
01163377	False	025873	Stephen Gardner Jr	10/26/2023	Electrical Permit - 23PEK-EL-1837 -	18.00
01163379	False	026016	Joshua Fryman	10/26/2023	Electrical Permit - 23PEK-EL-1841 -	43.00
01164501	False	030274	Christopher Rydman	10/27/2023	Electrical Permit - 23PEK-SOL-1838	43.00
01164502	False	029307	Shawn Taylor	10/27/2023	Electrical Permit - 23PEK-EL-1842 -	43.00
01164504	False	032848	SunRun Installation Services	10/29/2023	Electrical Permit - 23PEK-SOL-1852	43.00
01164779	False	034361	Central Illinois Electrical Services	10/30/2023	Electrical Permit - 23PEK-EL-1853 -	133.00
01165036	False	032787	Helio Solar Power	10/30/2023	Electrical Permit - 23PEK-SOL-1832	43.00
01165037	False	033332	Freedom Forever Illinois	10/30/2023	Electrical Permit - 23PEK-SOL-1833	43.00
01165038	False	033332	Freedom Forever Illinois	10/30/2023	Electrical Permit - 23PEK-SOL-1834	43.00
01165039	False	033332	Freedom Forever Illinois	10/30/2023	Electrical Permit - 23PEK-SOL-1835	43.00
01165041	False	026480	Gary Clark	10/30/2023	Electrical Permit - 23PEK-EL-1850 -	31.00
01165042	False	025870	Mark Stephens	10/30/2023	Electrical Permit - 23PEK-EL-1847 -	145.00
01165050	False	013473	Dene Whitmore	10/31/2023	Electrical Permit - 23PEK-EL-1864 -	43.00
01165243	False	032882	Revolution Energy Systems	10/31/2023	Electrical Permit - 23PEK-SOL-1861	43.00
01165255	False	033332	Freedom Forever Illinois	10/31/2023	Electrical Permit - 23PEK-SOL-1863	43.00
					Fund: 100	
					Total:	3,728.00
100-793-426400	Building And Rezoning Permit					
01156370	False	031011	Gary Pool	10/2/2023	Deck Permit - 23PEK-BP-1631 - 1512	110.00
01156371	False	031011	Gary Pool	10/2/2023	Deck Permit - 23PEK-BP-1654 - 2025	290.00
01156394	False	011425	June Underwood	10/3/2023	Building Permit - 23PEK-BP-1655 - 1	20.00
01156402	False	032478	Todd Erwin	10/3/2023	Building Permit - 23PEK-BP-1625-NI	1,420.00
01157136	False	003426	Gary Flynn	10/3/2023	Dumpster - 23PEK-DUMP-1661 - 525	100.00
01157426	False	030436	Jacob Force Force Masonry Construct	10/3/2023	Building Permit - 23PEK-BP-1657 - 3	20.00
01157551	False	027549	Gregory Porter	10/2/2023	Solar Permit - 23PEK-SOL-1553 - 170	350.00

Account Number			Account Description			Amount
Receipt No	Void	Cust No	Name	Receipt Date	Line Item Description	
01157552	False	027549	Gregory Porter	10/2/2023	Solar Permit - 23PEK-SOL-1554 - 19	350.00
01157553	False	032930	SunRun Installation Service, INC	10/2/2023	Solar Permit - 23PEK-SOL-1634 - 12	350.00
01157555	False	030655	Perfect Choice Exteriors	10/2/2023	Building Permit - 23PEK-BP-1643 - 1	98.00
01157556	False	033520	Legacy Solar	10/2/2023	Solar Permit - 23PEK-SOL-1645 - 19	200.00
01157558	False	032930	SunRun Installation Service, INC	10/2/2023	Solar Permit - 23PEK-SOL-1647 - 12	350.00
01157559	False	032930	SunRun Installation Service, INC	10/2/2023	Solar Permit - 23PEK-SOL-1648 - 34	200.00
01157560	False	032930	SunRun Installation Service, INC	10/2/2023	Solar Permit - 23PEK-SOL-1650 - 14	350.00
01157561	False	033036	Titan Solar Power INC	10/2/2023	Solar Permit - 23PEK-SOL-1651 - 10	350.00
01157562	False	033520	Legacy Solar	10/2/2023	Solar Permit - 23PEK-SOL-1652 - 19	200.00
01157573	False	034401	Joes Garcia	10/4/2023	Fence Permit - 23PEK-BP-1639 - 170	71.00
01157694	False	034357	Erie Construction Midwest Inc	10/3/2023	Roofing Permit - 23PEK-BP-1641 - 1	146.00
01158732	False	030586	Michael Messing	10/4/2023	Roofing Permit - 23PEK-BP-1668 - 1	86.00
01158733	False	033332	Freedom Forever Illinois	10/4/2023	Solar Permit - 23PEK-SOL-1646 - 22	350.00
01159093	False	034406	A & K Decking Fencing and More	10/6/2023	Building Permit - 23PEK-BP-1702 - 1	172.00
01159586	False	034243	Cox-Crete	10/9/2023	Building Permit - 23PEK-BP-1709 - 1	20.00
01159587	False	012180	Cody & Nicole Reese	10/9/2023	Building Permit - 23PEK-BP-1710 - 1	74.00
01160206	False	033332	Freedom Forever Illinois	10/6/2023	Solar Permit - 23PEK-SOL-1644 - 14	200.00
01160207	False	032930	SunRun Installation Service, INC	10/6/2023	Solar Permit - 23PEK-SOL-1669 - 21	200.00
01160208	False	032930	SunRun Installation Service, INC	10/6/2023	Solar Permit - 23PEK-SOL-1670 - 15	200.00
01160209	False	033733	Oasis Electric	10/6/2023	Solar Permit - 23PEK-SOL-1672 - 23	200.00
01160210	False	032930	SunRun Installation Service, INC	10/6/2023	Solar Permit - 23PEK-SOL-1673 - 13	200.00
01160211	False	032930	SunRun Installation Service, INC	10/6/2023	Solar Permit - 23PEK-SOL-1674 - 21	200.00
01160212	False	032793	CR Solar	10/6/2023	Solar Permit - 23PEK-SOL-1676 - 15	200.00
01160213	False	032930	SunRun Installation Service, INC	10/6/2023	Solar Permit - 23PEK-SOL-1677 - 15	200.00
01160214	False	033520	Legacy Solar	10/6/2023	Solar Permit - 23PEK-SOL-1683 - 16	350.00
01160219	False	010197	Benassi Roofing	10/6/2023	Roofing Permit - 23PEK-BP-1693 - 6	86.00
01160222	False	032930	SunRun Installation Service, INC	10/6/2023	Solar Permit - 23PEK-SOL-1695 - 4	350.00
01160223	False	033380	Illinois Solar Services	10/6/2023	Solar Permit - 23PEK-SOL-1700 - 20	350.00
01160225	False	033520	Legacy Solar	10/6/2023	Solar Permit - 23PEK-SOL-1708 - 14	350.00
01160248	False	030683	Michael Neville RockyTop Inc	10/7/2023	Roofing Permit - 23PEK-BP-1706 - 1	77.00
01160249	False	030786	Kenneth Palm	10/9/2023	Roofing Permit - 23PEK-BP-1711 - 1	40.00
01160250	False	032793	CR Solar	10/9/2023	Solar Permit - 23PEK-SOL-1697 - 17	200.00
01160516	False	018360	Ricky Henrichs	10/11/2023	Building Permit - 23PEK-BP-1718 - 3	20.00
01160586	False	033332	Freedom Forever Illinois	10/10/2023	Solar Permit - 23PEK-SOL-1675 - 17	200.00
01160587	False	033332	Freedom Forever Illinois	10/10/2023	Solar Permit - 23PEK-SOL-1678 - 17	350.00

Account Number			Account Description			Amount
Receipt No	Void	Cust No	Name	Receipt Date	Line Item Description	
01160588	False	033332	Freedom Forever Illinois	10/10/2023	Solar Permit - 23PEK-SOL-1698 - 61	350.00
01160589	False	033332	Freedom Forever Illinois	10/10/2023	Solar Permit - 23PEK-SOL-1699 - 14	200.00
01160590	False	030630	River City Roofing Company, INC	10/10/2023	Roofing Permit - 23PEK-BP-1713 - 2	92.00
01160592	False	034357	Erie Construction Midwest Inc	10/10/2023	Roofing Permit - 23PEK-BP-1714 - 1	146.00
01160593	False	025906	Wayne Litwiller	10/10/2023	Demolition Permit - 23PEK-DEMO-1	40.00
01160595	False	033879	Bill Czahor	10/11/2023	Roofing Permit - 23PEK-BP-1724 - 9	89.00
01160870	False	032976	Matt Cochran	10/16/2023	Curb Cut/Approach/Drive - 23PEK-B	86.00
01161123	False	024321	Thomas & Carla Williams	10/16/2023	Building Permit - 23PEK-BP-1712 - 1	68.00
01161141	False	020758	James Starr	10/16/2023	Building Permit - 23PEK-BP-1759 - 2	80.00
01161271	False	034457	Dean Kaisner	10/17/2023	Fence Permit - 23PEK-FE-1749 - 200	77.00
01161281	False	021103	Chris Kegley	10/17/2023	Curb Cut/Approach/Drive - 23PEK-B	20.00
01161319	False	025774	Elizabeth Fort	10/17/2023	Curb Cut/Approach/Drive - 23PEK-B	20.00
01161367	False	032033	Peerless Fence	10/16/2023	Fence Permit - 23PEK-BP-1679 - 823	50.00
01161368	False	031640	Hohulin Residential Fence LLC	10/16/2023	Fence Permit - 23PEK-FE-1738 - 191	92.00
01161369	False	031640	Hohulin Residential Fence LLC	10/16/2023	Fence Permit - 23PEK-FE-1739 - 181	50.00
01161374	False	010197	Benassi Roofing	10/16/2023	Roofing Permit - 23PEK-BP-1760 - 20	74.00
01161378	False	031640	Hohulin Residential Fence LLC	10/17/2023	Fence Permit - 23PEK-FE-1762 - 217	80.00
01161379	False	034380	Fox Service LLC	10/17/2023	Building Permit - 23PEK-BP-1764 - 1	140.00
01161433	False	032002	Chistopher Adkinson	10/18/2023	Roofing Permit - 23PEK-BP-1784 - 1	224.00
01161434	False	033797	Covenant Remodeling & Restoration	10/18/2023	Deck Permit - 23PEK-BP-1780 - 2424	68.00
01161434	False	033797	Covenant Remodeling & Restoration	10/18/2023	Deck Permit - 23PEK-BP-1779 - 323	74.00
01161501	False	030630	River City Roofing Company, INC	10/18/2023	Roofing Permit - 23PEK-BP-1769 - 7	134.00
01161502	False	032930	SunRun Installation Service, INC	10/18/2023	Solar Permit - 23PEK-SOL-1726 - 130	350.00
01161503	False	032930	SunRun Installation Service, INC	10/18/2023	Solar Permit - 23PEK-SOL-1727 - 16	200.00
01161504	False	032930	SunRun Installation Service, INC	10/18/2023	Solar Permit - 23PEK-SOL-1751 - 7 F	200.00
01161505	False	032930	SunRun Installation Service, INC	10/18/2023	Solar Permit - 23PEK-SOL-1752 - 130	200.00
01161506	True	032930	SunRun Installation Service, INC	10/18/2023	Solar Permit - 23PEK-SOL-1750 - 17	200.00
01161507	False	032930	SunRun Installation Service, INC	10/18/2023	Solar Permit - 23PEK-SOL-1753 - 160	200.00
01161508	False	027549	Gregory Porter	10/18/2023	Solar Permit - 23PEK-SOL-1750 - 17	350.00
01161510	False	032930	SunRun Installation Service, INC	10/18/2023	Solar Permit - 23PEK-SOL-1777 - 22	350.00
01161515	False	033332	Freedom Forever Illinois	10/18/2023	Solar Permit - 23PEK-SOL-1320 - 130	200.00
01161516	False	030786	Kenneth Palm	10/18/2023	Roofing Permit - 23PEK-BP-1575 - 1	50.00
01161518	False	032930	SunRun Installation Service, INC	10/18/2023	Solar Permit - 23PEK-SOL-1776 - 20	200.00
01161572	False	033202	Alexanders Tax Service LLC	10/19/2023	Fence Permit - 23PEK-BP-1789 - 901	30.00
01161583	False	032622	Micah Koch	10/19/2023	Building Permit - 23PEK-BP-1794 - 2	340.00

Account Number			Account Description			Amount
Receipt No	Void	Cust No	Name	Receipt Date	Line Item Description	
01161616	False	012172	Diana Wall	10/20/2023	Fence Permit - 23PEK-BP-1761 - 100	30.00
01161623	False	026588	Breanna Estes	10/19/2023	Building Permit - 23PEK-BP-1797 - 8	20.00
01161691	False	015456	Brooke Schmidgall	10/20/2023	Building Permit - 23PEK-BP-1790 - 2	30.00
01161722	False	034243	Cox-Crete	10/20/2023	Building Permit - 23PEK-BP-1765 - 2	20.00
01161723	False	029932	Samual Cone	10/20/2023	Building Permit - 23PEK-BP-1807 - 2	40.00
01161852	False	034464	Brandon Looney	10/23/2023	Demolition Permit - 23PEK-DEMO-1	40.00
01161880	False	030792	Frank Fouts	10/23/2023	Building Permit - 23PEK-BP-1818 - 5	20.00
01162025	False	003322	P & W Builders	10/23/2023	Roofing Permit - 23PEK-BP-1735 - 2	80.00
01162047	False	013474	Michael Meglasson	10/23/2023	Fence Permit - 23PEK-BP-1819 - 152	20.00
01162048	False	030561	Tina Brownfield	10/23/2023	Building Permit - 23PEK-BP-1815 - 1	20.00
01162703	False	031640	Hohulin Residential Fence LLC	10/23/2023	Fence Permit - 23PEK-FE-1795 - 140	40.00
01162704	False	031640	Hohulin Residential Fence LLC	10/23/2023	Fence Permit - 23PEK-FE-1796 - 140	80.00
01162705	False	033332	Freedom Forever Illinois	10/23/2023	Solar Permit - 23PEK-SOL-1805 - 260	200.00
01162707	False	032787	Helio Solar Power	10/23/2023	Solar Permit - 23PEK-SOL-1801 - 15	200.00
01162842	False	032848	SunRun Installation Services	10/24/2023	Solar Permit - 23PEK-SOL-1802 - 120	350.00
01162844	False	032848	SunRun Installation Services	10/24/2023	Solar Permit - 23PEK-SOL-1811 - 240	200.00
01162848	False	021926	Leslie Abbott	10/25/2023	Building Permit - 23PEK-BP-1824 - 3	20.00
01162865	False	028332	Terah Anderson	10/25/2023	Building Permit - 23PEK-BP-1823 - 2	275.00
01163089	False	011784	Larry Watson	10/25/2023	Fence Permit - 23PEK-FE-1827 - 901	20.00
01163093	False	013080	David Homerin	10/25/2023	Building Permit - 23PEK-BP-1755 - 1	20.00
01163094	False	026618	Michael & Allie Neville	10/25/2023	Roofing Permit - 23PEK-BP-1825 - 4	83.00
01163328	False	034468	His Helping Hands	10/26/2023	Building Permit - 23PEK-BP-1816 - 1	20.00
01163362	False	034272	Curtis Coburn	10/26/2023	Fence Permit - 23PEK-BP-1843 - 130	20.00
01163363	False	011454	Paul / Evelyn Eggna	10/26/2023	Fence Permit - 23PEK-BP-1840 - 100	20.00
01163364	False	032302	McMahill & Sons Inc	10/26/2023	Demolition Permit - 23PEK-DEMO-1	40.00
01163365	False	034469	Jose Garcia	10/27/2023	Building Permit - 23PEK-BP-1839 - 1	30.00
01163367	False	032848	SunRun Installation Services	10/26/2023	Solar Permit - 23PEK-SOL-1715 - 220	200.00
01163368	False	033220	San Juan Pools	10/26/2023	Pool Permit - 23PEK-BP-1798 - 1308	320.00
01164499	False	033193	PJ Hoerr	10/27/2023	Building Permit - 23PEK-BP-1263 - 1	6,135.00
01164501	False	030274	Christopher Rydman	10/27/2023	Solar Permit - 23PEK-SOL-1838 - 18	200.00
01164504	False	032848	SunRun Installation Services	10/29/2023	Solar Permit - 23PEK-SOL-1852 - 50	350.00
01164653	False	034342	Gambetti Girls LLC	10/30/2023	Dumpster - 23PEK-DUMP-1856 - 435	25.00
01165036	False	032787	Helio Solar Power	10/30/2023	Solar Permit - 23PEK-SOL-1832 - 100	200.00
01165037	False	033332	Freedom Forever Illinois	10/30/2023	Solar Permit - 23PEK-SOL-1833 - 111	200.00
01165038	False	033332	Freedom Forever Illinois	10/30/2023	Solar Permit - 23PEK-SOL-1834 - 100	200.00

Account Number			Account Description			Amount
Receipt No	Void	Cust No	Name	Receipt Date	Line Item Description	
01165039	False	033332	Freedom Forever Illinois	10/30/2023	Solar Permit - 23PEK-SOL-1835 - 100	200.00
01165243	False	032882	Revolution Energy Systems	10/31/2023	Solar Permit - 23PEK-SOL-1861 - 50	350.00
01165245	False	031208	Perfect Choice Exteriors LLC	10/31/2023	Building Permit - 23PEK-BP-1859 - 1	95.00
01165255	False	033332	Freedom Forever Illinois	10/31/2023	Solar Permit - 23PEK-SOL-1863 - 110	200.00
01165256	False	034479	Strange Construction	10/31/2023	Building Permit - 23PEK-BP-1865 - 6	110.00
					Fund: 100	Total:
						25,497.00
100-793-451200			Plumbing Permits			
01156402	False	032478	Todd Erwin	10/3/2023	Plumbing Permit - 23PEK-BP-1625-N	15.00
01158734	False	014294	Frank Shearer	10/4/2023	Plumbing Permit - 23PEK-PL-1666 - 1	38.00
01158735	False	014294	Frank Shearer	10/4/2023	Plumbing Permit - 23PEK-PL-1664 - 1	38.00
01159097	False	026024	Reading & Son Plumbing Inc	10/5/2023	Plumbing Permit - 23PEK-PL-1684 - 1	88.00
01159098	False	031978	Tiger Heating and Air Conditioning S	10/5/2023	Plumbing Permit - 23PEK-PL-1685 - 1	88.00
01159099	False	031978	Tiger Heating and Air Conditioning S	10/5/2023	Plumbing Permit - 23PEK-PL-1629 - 1	88.00
01159101	False	026605	Richard "Bud" Maquet	10/5/2023	Plumbing Permit - 23PEK-PL-1686 - 1	228.00
01160591	False	026030	Walter Beach	10/12/2023	Plumbing Permit - 23PEK-PL-1917 - 1	108.00
01160594	False	004542	David Osborn	10/11/2023	Plumbing Permit - 23PEK-PL-1720 - 1	38.00
01160872	False	031139	Derek Bell Plumbing	10/16/2023	Plumbing Permit - 23PEK-PL-1758 - 1	43.00
01161130	False	014294	Frank Shearer	10/13/2023	Plumbing Permit - 23PEK-PL-1732 - 1	38.00
01161375	False	026011	Michael Barth	10/17/2023	Plumbing Permit - 23PEK-PL-1741 - 1	50.00
01161376	False	026011	Michael Barth	10/17/2023	Plumbing Permit - 23PEK-PL-1744 - 1	50.00
01161377	False	026011	Michael Barth	10/17/2023	Plumbing Permit - 23PEK-PL-1745 - 1	50.00
01161381	False	034380	Fox Service LLC	10/17/2023	Plumbing Permit - 23PEK-PL-1771 - 1	88.00
01161517	False	031203	Luke Wiegand	10/18/2023	Plumbing Permit - 23PEK-PL-1775 - 1	58.00
01161519	False	005960	Burling & Son Excavating	10/18/2023	Plumbing Permit - 23PEK-PL-1773 - 1	43.00
01161620	False	014294	Frank Shearer	10/19/2023	Plumbing Permit - 23PEK-PL-1791 - 1	38.00
01161621	False	030693	Paluska Plumbing Inc	10/19/2023	Plumbing Permit - 23PEK-PL-1792 - 1	78.00
01161622	False	014294	Frank Shearer	10/19/2023	Plumbing Permit - 23PEK-PL-1793 - 1	38.00
01161624	False	033622	Tiger Plumbing Services	10/19/2023	Plumbing Permit - 23PEK-PL-1803 - 1	88.00
01162040	False	026011	Michael Barth	10/20/2023	Plumbing Permit - 23PEK-PL-1746 - 1	50.00
01162706	False	031203	Luke Wiegand	10/23/2023	Plumbing Permit - 23PEK-PL-1808 - 1	38.00
01162708	False	014294	Frank Shearer	10/23/2023	Plumbing Permit - 23PEK-PL-1810 - 1	38.00
01162709	False	031978	Tiger Heating and Air Conditioning S	10/23/2023	Plumbing Permit - 23PEK-PL-1809 - 1	38.00
01163373	False	014294	Frank Shearer	10/26/2023	Plumbing Permit - 23PEK-PL-1830 - 1	38.00
01163375	False	014294	Frank Shearer	10/26/2023	Plumbing Permit - 23PEK-PL-1828 - 1	38.00
01164500	False	014818	David Burling	10/27/2023	Plumbing Permit - 23PEK-PL-1829 - 2	43.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
01165040	False	031978	Tiger Heating and Air Conditioning S		10/30/2023	Plumbing Permit - 23PEK-PL-1845 -	88.00
01165043	False	031978	Tiger Heating and Air Conditioning S		10/30/2023	Plumbing Permit - 23PEK-PL-1858 -	88.00
01165242	False	032334	BL Plumbing		10/31/2023	Plumbing Permit - 23PEK-SW-1851 -	28.00
						Fund: 100	Total: 1,878.00
100-793-451400				Electrical Inspection Fee			
01157136	False	003426	Gary Flynn		10/3/2023	Electrical Inspection/OCC - 23PEK-O	108.00
01157632	False	034402	Derek Pleva		10/4/2023	Electrical Inspection/OCC - 23PEK-C	230.00
01157670	False	034404	Hunter Grampp		10/4/2023	Electrical Inspection/OCC - 23PEK-O	108.00
						Fund: 100	Total: 446.00
Report Totals:							33,729.00

Cash Receipts

Receipt Listing by GL

User: nmaquet@ci.pekin.il.us

Printed: 11/06/2023 - 10:24 AM



City Of Pekin
111 S. Capitol
Pekin, IL 61554

Account Number			Account Description			Amount
Receipt No	Void	Cust No Name		Receipt Date	Line Item Description	
231-029-420900						
			Sewer Contractors License			
01161575	False	025913 Gerald Rich		10/19/2023	Sewer License - 23PEK-SEW-0167 - 1	100.00
01164778	False	004542 David Osborn		10/30/2023	Sewer License - 23PEK-SEW-0132 - 1	100.00
					Fund: 231	Total: 200.00
231-029-427200						
			Sewer Permits			
01156403	False	032478 Todd Erwin		10/3/2023	Sewer Permits - 23PEK-BP-1625-NH	1,655.00
01159094	False	012503 Tucker Plumbing		10/6/2023	Sewer Permits - 23PEK-SW-1703 - 12	55.00
01160615	False	021932 Stephen Burling		10/12/2023	Sewer Permits - 23PEK-SW-1731 - 12	55.00
01160735	False	005960 Burling & Son Excavating		10/12/2023	Sewer Permits - 23PEK-SW-1730 - 12	55.00
01161370	False	005960 Burling & Son Excavating		10/16/2023	Sewer Permits - 23PEK-SW-1742 - 90	55.00
01161371	False	031978 Tiger Heating and Air Conditioning S		10/16/2023	Sewer Permits - 23PEK-SW-1747 - 81	235.00
01161382	False	026696 Kent Boyer		10/18/2023	Sewer Permits - 23PEK-SW-1781 - 17	55.00
01161618	False	032294 Rooter-Matic		10/20/2023	Sewer Permits - 23PEKSW-1719 - 100	55.00
01162046	False	026011 Michael Barth		10/20/2023	Sewer Permits - 23PEK-SW-1804 - 11	55.00
01163095	False	030779 Tim Mucciante		10/25/2023	Sewer Permits - 23PEK-SW-1836 - 16	55.00
01165242	False	032334 BL Plumbing		10/31/2023	Sewer Permits - 23PEK-SW-1851 - 12	75.00
					Fund: 231	Total: 2,405.00
Report Totals:						2,605.00

Office of the Mayor



Proclamation

WHEREAS, the government of Pekin, Illinois, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are currently 33 million small businesses in the United States: small businesses represent 99.7 of firms with paid employees, small businesses are responsible for 62.7% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States; and

WHEREAS, 68 cents of every dollar spent at a small business in the United States stays in the local community and every dollar spent at small businesses creates an additional 48 cents I local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long, and

WHEREAS, the City of Pekin, Illinois supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants;

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, BE IT RESOLVED that I, Mary J. Burress, Mayor of the City of Pekin, Illinois, do hereby proclaim Saturday, November 25th, 2023, to be

"SMALL BUSINESS SATURDAY"

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and to Shop Small throughout the year in the City of Pekin, Tazewell County, Illinois

ADOPTED, this 13th day of November, in the Year of Our Lord, Two Thousand and Twenty-Three.

Mary J. Burress, Mayor

Attest:

Sue E. McMillan, City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Roy L. Beckham, Assistant Finance Director

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru October 13, 2023

DESCRIPTION:

FINANCIAL IMPACT:

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

REVIEWED BY:

Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/8/2023
Approved - 11/8/2023
Final Approval - 11/8/2023

Accounts Payable

To Be Paid Proof List

User: mkflatley
Printed: 10/11/2023 - 11:14AM
Batch: 00004.10.2023 - missy 1 10-13-23



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				
3M									
10727									
9424836894	9/21/2023	2,406.04	0.00	10/13/2023				No	0
100-032-523000 Traffic/Street Signs & Marking				white and red film for street signs					
	9424836894 Total:	2,406.04							
9424851495	9/22/2023	676.62	0.00	10/13/2023				No	0
100-032-523000 Traffic/Street Signs & Marking				3m film yellow for signs					
	9424851495 Total:	676.62							
	3M Total:	3,082.66							
A to Z Rental									
10005									
100049	10/4/2023	35.00	0.00	10/13/2023				No	0
231-031-534200 Buildings And Grounds Rep				concrete fooling for new stairs for trailer					
	100049 Total:	35.00							
	A to Z Rental Total:	35.00							
Ace Hardware									
10911									
37859/3	9/26/2023	5.56	0.00	10/13/2023				No	0
231-030-522400 General Supplies				misc fasteners for camera van					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
37859/3 Total:		5.56							
37937/3	10/5/2023	16.99	0.00	10/13/2023				No	0
100-007-522400 General Supplies				electrical tester					
37937/3 Total:		16.99							
Ace Hardware Total:		22.55							
Advance Auto Parts									
12965									
2558	9/14/2023	7.87	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				oil filter for camera van 456					
2558 Total:		7.87							
2637	9/15/2023	226.14	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				brake pads for bus stock					
2637 Total:		226.14							
2669	9/15/2023	19.92	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				oil filter for bus stock					
2669 Total:		19.92							
2776	9/18/2023	5.78	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				oil filter for st #432					
2776 Total:		5.78							
2783	9/18/2023	6.99	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				pipe sealant for ladder 3					
2783 Total:		6.99							
2875	9/20/2023	117.79	0.00	10/13/2023				No	0
699-069-534000 Automotive Expense				filler for a/c machine					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2875 Total:	117.79							
2947	9/21/2023	72.98	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				back up alarm for 1101 and stock					
	2947 Total:	72.98							
2958	9/21/2023	21.82	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				light and lens for ladder 1					
	2958 Total:	21.82							
2984	9/22/2023	58.40	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				headlights for bus stock					
	2984 Total:	58.40							
3017	9/22/2023	36.49	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				backup alarm for bus 1101					
	3017 Total:	36.49							
3135	9/25/2023	5.80	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				conduit for engine 2					
	3135 Total:	5.80							
4018	9/13/2023	87.08	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				brake calipers for van bus 1073					
	4018 Total:	87.08							
4296	9/19/2023	56.75	0.00	10/13/2023				No	0
699-069-522400 General Supplies				brake cleaner for shop					
	4296 Total:	56.75							
4344	9/20/2023	34.16	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				lights for #405 street dept					
	4344 Total:	34.16							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
4365	9/21/2023	35.04	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				headlight for bus stock					
4365 Total:		35.04							
4366	9/21/2023	36.49	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				back up alarm #1101 and stock					
4366 Total:		36.49							
4577	8/31/2023	77.00	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				flex hose for bus 1960, 1957, 1951 and stock					
4577 Total:		77.00							
Advance Auto Parts Total:		906.50							
Affleck, Francis 11888									
expense-0921	9/21/2023	15.00	0.00	10/13/2023				No	0
501-501-534200 Bldng & Grnds Maint/Repairs				charter to peoria 9/21/23					
expense-0921 Total:		15.00							
expense-0921-1	9/28/2023	26.00	0.00	10/13/2023				No	0
501-501-534200 Bldng & Grnds Maint/Repairs				charter to metamora 9/28/23					
expense-0921-1 Total:		26.00							
Affleck, Francis Total:		41.00							
Aftermath 14725									
jc20230275	9/28/2023	300.00	0.00	10/13/2023				No	0
100-761-569000 Other Contractual Service				bio cleanup					
jc20230275 Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Aftermath Total:		300.00							
Alexis Fire Equipment Co.									
11112									
*** 0075121in	3/26/2023	88.31	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				truck repairs					
0075121in Total:		88.31							
00751288in	3/16/2023	87.32	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				truck repairs					
00751288in Total:		87.32							
*** 0075132in	3/16/2023	106.88	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				truck repairs					
0075132in Total:		106.88							
0076600in	9/29/2023	274.87	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				truck repairs to engine 3					
0076600in Total:		274.87							
0076619in	10/3/2023	1,042.12	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				truck repairs					
0076619in Total:		1,042.12							
Alexis Fire Equipment Co.		1,599.50							
All Traffic Solutions Inc.									
12988									
sin038088	9/5/2023	3,000.00	0.00	10/13/2023				No	0
100-761-587000 Machinery And Equipment				alert messges display system					
sin038088 Total:		3,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	All Traffic Solutions Inc. T	3,000.00							
Allegra Print & Imaging 10016									
69028	9/26/2023	63.00	0.00	10/13/2023				No	0
100-990-551000 Printing And Publications				business cards for JD					
69028 Total:		63.00							
69039	9/27/2023	101.00	0.00	10/13/2023				No	0
100-761-551000 Printing And Publications				business cards for SR					
69039 Total:		101.00							
69106	10/9/2023	26.00	0.00	10/13/2023				No	0
100-793-520200 Office Supplies				business cards for TH					
69106 Total:		26.00							
Allegra Print & Imaging To		190.00							
Altorfer Inc 10019									
m80358/01	9/15/2023	4,339.00	0.00	10/13/2023				No	0
231-030-534400 Equipment Repairs				equipment for excavators					
m80358/01 Total:		4,339.00							
*** pc020765826	9/19/2023	60.70	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				repairs to L3					
pc020765826 Total:		60.70							
pc020766211	9/21/2023	96.38	0.00	10/13/2023				No	0
223-023-534000 Automotive Expense				hose and fitting for sw13					
pc020766211 Total:		96.38							
pc330202148	10/3/2023	315.73	0.00	10/13/2023				No	0

AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

*** means this invoice number is a duplicate.

Page 6

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-034-534000 Automotive Expense				repairs to L1					
pc330202148 Total:		315.73							
wo020127948	9/21/2023	1,390.93	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				repairs to backhoe					
wo020127948 Total:		1,390.93							
Altorfer Inc Total:		6,202.74							
Amazon Capital Services 10020									
1134YRYKXDXN	10/1/2023	172.86	0.00	10/13/2023				No	0
100-034-519000 Training And Education				training supplies					
1134YRYKXDXN Total:		172.86							
1134YRYKXRK1	10/1/2023	-92.46	0.00	10/13/2023				No	0
100-761-522400 General Supplies				item was never delivered/banker boxes					
1134YRYKXRK1 Total:		-92.46							
13WVX3RGXJY9	10/1/2023	352.00	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				avl equipment					
13WVX3RGXJY9 Total:		352.00							
14B47PWWYVYQ	10/1/2023	-635.00	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				returned black magic presenter					
14B47PWWYVYQ Total:		-635.00							
14HGHCFG1791	10/1/2023	11.59	0.00	10/13/2023				No	0
699-069-522400 General Supplies				dry erase markers for vmf					
14HGHCFG1791 Total:		11.59							
14V47PWWY4CX	10/1/2023	374.31	0.00	10/13/2023				No	0
100-007-529000 Equipment				2' digital lever					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
14V47PWWY4CX Total:		374.31							
16GTQ4GY34G7	10/1/2023	24.99	0.00	10/13/2023				No	0
100-763-529000 Equipment				computer bag for social worker					
16GTQ4GY34G7 Total:		24.99							
16JDD66TWDXY	10/1/2023	68.95	0.00	10/13/2023				No	0
100-761-529000 Equipment				patrol supplies/equipment					
16JDD66TWDXY Total:		68.95							
17PXNKFV1DMR	10/1/2023	379.99	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				laptop screens					
17PXNKFV1DMR Total:		379.99							
*** 19MKVV14WV	10/1/2023	128.16	0.00	10/13/2023				No	0
501-501-520200 Office Supplies				office supplies					
*** 19MKVV14WV	10/1/2023	304.19	0.00	10/13/2023				No	0
501-501-522400 General Supplies				general supplies/cleaning, cups and facial tissue					
*** 19MKVV14WV	10/1/2023	178.93	0.00	10/13/2023				No	0
501-501-599000 Miscellaneous				employee appreciation clickers and					
19MKVV14WWHY Total:		611.28							
19WXFQJNWT6F	10/1/2023	69.99	0.00	10/13/2023				No	0
100-009-522400 General Supplies				folding keyboard					
19WXFQJNWT6F Total:		69.99							
19wxfqjny9mt	10/1/2023	49.96	0.00	10/13/2023				No	0
100-763-520200 Office Supplies				investigations office supplies					
19wxfqjny9mt Total:		49.96							
1CCQLHLT4F3K	9/1/2023	115.97	0.00	10/13/2023				No	0
100-034-519000 Training And Education				training supplies					
1CCQLHLT4F3K Total:		115.97							
1DNKLKYG3JN6	9/1/2023	192.71	0.00	10/13/2023				No	0

AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-009-599802 Computer Hardware				ring doorbell equipment for street dept					
1DNKLKYG3JN6 Total:		192.71							
1F7D1FGJYD1C	10/1/2023	105.98	0.00	10/13/2023				No	0
100-068-522400 General Supplies				cleaning supplies					
1F7D1FGJYD1C Total:		105.98							
1FTHHJHP44GV	9/1/2023	83.97	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				ipad case					
1FTHHJHP44GV Total:		83.97							
1GLLCWMD333W	10/1/2023	5,695.60	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				av equipment					
1GLLCWMD333W Total:		5,695.60							
1GQ4XDQCYR77	10/1/2023	4,857.00	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				av equipment					
1GQ4XDQCYR77 Total:		4,857.00							
1H3PMK6MWM4R	10/1/2023	-57.95	0.00	10/13/2023				No	0
100-763-522400 General Supplies				item returned/paper roll dispenser					
1H3PMK6MWM4R Total:		-57.95							
1HKNMX4F7MFQ	9/1/2023	-635.00	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				returned black magic presenter					
1HKNMX4F7MFQ Total:		-635.00							
1jgkf3qyxc3y	10/1/2023	32.95	0.00	10/13/2023				No	0
100-761-520200 Office Supplies				laminating pouches					
1jgkf3qyxc3y Total:		32.95							
1K477WKYWNHQ	10/1/2023	12.00	0.00	10/13/2023				No	0
100-764-520200 Office Supplies				ink pen refills					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
1K477WKYWNHQ Total:		12.00							
1kky773x1cd7	10/1/2023	179.99	0.00	10/13/2023				No	0
100-761-587100 Office Equipment & Furniture				office chair					
1kky773x1cd7 Total:		179.99							
1L67J9MYWLVQ	10/1/2023	32.95	0.00	10/13/2023				No	0
100-761-520200 Office Supplies				laminating pouches					
1L67J9MYWLVQ Total:		32.95							
1l67j9mywxwc	10/1/2023	32.36	0.00	10/13/2023				No	0
100-761-520200 Office Supplies				dry erase markers					
1l67j9mywxwc Total:		32.36							
1L9J6TLQXVTG	10/1/2023	1,341.45	0.00	10/13/2023				No	0
100-761-587100 Office Equipment & Furniture				squad room furniture and equipment					
1L9J6TLQXVTG Total:		1,341.45							
1LC7ND797M7H	9/1/2023	49.99	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				av equipment					
1LC7ND797M7H Total:		49.99							
1LJP1JJG3F7G	9/1/2023	279.98	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				keyboard and mouse programable and ipad case					
1LJP1JJG3F7G Total:		279.98							
1LVNHXQD3KK1	10/1/2023	202.30	0.00	10/13/2023				No	0
100-761-587100 Office Equipment & Furniture				squad room equipment					
1LVNHXQD3KK1 Total:		202.30							
1LW96FMF1K1V	10/1/2023	50.04	0.00	10/13/2023				No	0
100-004-520200 Office Supplies				writing pads					
1LW96FMF1K1V Total:		50.04							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1njlftnmxn9p	10/1/2023	18.98	0.00	10/13/2023				No	0
100-763-529000 Equipment				investigations equipment					
1njlftnmxn9p Total:		18.98							
*** 1NJLFTNMYR	10/1/2023	42.01	0.00	10/13/2023				No	0
100-761-520200 Office Supplies				lable maker					
*** 1NJLFTNMYR	10/1/2023	50.84	0.00	10/13/2023				No	0
100-761-587100 Office Equipment & Furniture				large standard sorter					
1NJLFTNMYRCG Total:		92.85							
1P4N64HFY7W6	10/1/2023	1,625.71	0.00	10/13/2023				No	0
100-068-522400 General Supplies				cleaning supplies					
1P4N64HFY7W6 Total:		1,625.71							
*** 1W4RCGM79J	9/1/2023	208.45	0.00	10/13/2023				No	0
100-009-522400 General Supplies				office supplies					
*** 1W4RCGM79J	9/1/2023	1,270.00	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				blackmagic web presenters					
1W4RCGM79J4X Total:		1,478.45							
Amazon Capital Services T		17,176.74							
Amerencilco									
10021									
*** 0963065243	9/28/2023	388.38	0.00	10/13/2023				No	0
100-032-550100 Utilities				1140 and 1208 koch 8/14-9/14/23					
*** 0963065243	9/28/2023	3,980.38	0.00	10/13/2023				No	0
100-034-550100 Utilities				various fire dept locations 8/8-9/14/23					
*** 0963065243	9/28/2023	7,139.66	0.00	10/13/2023				No	0
100-068-550100 Utilities				various public properties 7/30-9/4/23					
*** 0963065243	9/28/2023	95.34	0.00	10/13/2023				No	0
100-068-550100 Utilities				1411 elmgrove tower 8/24-9/25/23					
*** 0963065243	9/28/2023	113.16	0.00	10/13/2023				No	0
223-026-550100 Utilities				201 s 2nd 8/3-9/4/23					
*** 0963065243	9/28/2023	147.54	0.00	10/13/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
231-031-550100 Utilities				606 s front st 9/25/23					
*** 0963065243	9/28/2023	1,882.27	0.00	10/13/2023					
501-501-550100 Utilities				1130 koch unit b electric bus 8/12-9/13/23					
*** 0963065243	9/28/2023	1,594.12	0.00	10/13/2023					
525-525-550100 Utilities				various airport hangers 8/2-8/31/23					
0963065243 Total:		15,340.85							
*** 1270092007	9/5/2023	245.30	0.00	10/13/2023					
525-525-550100 Utilities				13906 airport ln elec. vault 8/2-8/31/23					
1270092007 Total:		245.30							
*** 3955025012	9/22/2023	38.21	0.00	10/13/2023					
240-240-550500 Electricity For Street Lights				1703 remington street light 8//20-9/19/23					
3955025012 Total:		38.21							
Amerencilco Total:		15,624.36							
American Junior Golf Assoc									
13509									
13982	7/14/2023	1,500.00	0.00	10/13/2023					
208-208-560500 Consulting Services				junior golf outing sponsorship					
13982 Total:		1,500.00							
American Junior Golf Asso		1,500.00							
Arrow Energy									
14369									
142768	9/11/2023	20,230.18	0.00	10/13/2023					
525-000-160100 Fuel Inventory				100LL jet fuel 4154 gallons at \$4.87 per gallon					
142768 Total:		20,230.18							
Arrow Energy Total:		20,230.18							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Ascensus									
13336									
153358hw202309	9/28/2023	1,400.00	0.00	10/13/2023				No	0
695-095-569000 Other Contractual Service				FY23 valuation					
153358hw202309 Total:		1,400.00							
Ascensus Total:		1,400.00							
Atlas Supply Company									
10038									
35507	9/29/2023	246.98	0.00	10/13/2023				No	0
100-068-522400 General Supplies				2 mop heads					
35507 Total:		246.98							
Atlas Supply Company Tot		246.98							
Beebe, Pamela									
11545									
expense-1023	10/4/2023	50.00	0.00	10/13/2023				No	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
expense-1023 Total:		50.00							
Beebe, Pamela Total:		50.00							
Behrlawn Mowing & Yard Work									
14496									
4131	9/1/2023	2,390.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				mowing of district 6 liftstations 9/1-9/27/23					
4131 Total:		2,390.00							
4158	9/6/2023	1,500.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				mowing of district 6 and weed spraying9/6-9/26/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
4158 Total:		1,500.00							
4240	9/30/2023	893.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep					plant clean up				
4240 Total:		893.00							
Behrlawn Mowing & Yard		4,783.00							
Berfield, Tina 15052 expense-0923	9/29/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging					charter to metamora 9/29/23				
expense-0923 Total:		26.00							
Berfield, Tina Total:		26.00							
Big Rays Express 14503									
36341	9/24/2023	80.95	0.00	10/13/2023				No	0
100-761-534000 Automotive Expense					oil change in squad 2201				
36341 Total:		80.95							
36617	10/5/2023	75.33	0.00	10/13/2023				No	0
100-007-534000 Automotive Expense					oil change on engineering truck				
36617 Total:		75.33							
Big Rays Express Total:		156.28							
BioLogix 15044 012507	9/21/2023	875.00	0.00	10/13/2023				No	0
231-031-561300 Testing Fees And Expenses					watertreat to consume sludge				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	012507 Total:	875.00							
	BioLogix Total:	875.00							
Boyer, Caleb 14574 expene-1023	10/6/2023	339.25	0.00	10/13/2023	swat refresher 10/22-10/27/23			No	0
100-761-519000 Training And Education									
	expene-1023 Total:	339.25							
	Boyer, Caleb Total:	339.25							
Brightspeed 10111 *** 304062244	9/25/2023	50.76	0.00	10/13/2023	fire pager line 9/25-10/24/23			No	0
100-009-550300 Telephone									
	304062244 Total:	50.76							
	Brightspeed Total:	50.76							
Britton Electronics 10083 2239784	9/22/2023	258.00	0.00	10/13/2023	repairs to brinkman liftstation			No	0
231-030-534400 Equipment Repairs									
	2239784 Total:	258.00							
	Britton Electronics Total:	258.00							
Bush, Josh 11869 expense-1023	10/9/2023	339.25	0.00	10/13/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-519000 Training And Education				SWAT refresher 10/22-10/27/23					
expense-1023 Total:		339.25							
Bush, Josh Total:		339.25							
Bushue Background Screening 13292									
pekinbus 202310	10/2/2023	180.00	0.00	10/13/2023				No	0
501-501-569000 Other Contractual Service				new employee background check					
pekinbus 202310 Total:		180.00							
Bushue Background Screen		180.00							
Canary, Greg 12910									
expense-0923	9/23/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to morton 9/23/23					
expense-0923 Total:		26.00							
Canary, Greg Total:		26.00							
Carmody Lawn Services Inc. 14930									
6380	10/6/2023	9,652.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				mow district 2, 3 and 4 9/29/23					
6380 Total:		9,652.00							
6381	10/6/2023	270.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				mow veterans cemetary 9/13 & 9/27/23					
6381 Total:		270.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Carmody Lawn Services In	9,922.00							
Cascade Engineering 11808									
*** 30598021	9/12/2023	13,208.33	0.00	10/13/2023				No	0
223-023-529000 Equipment				garbage containers					
*** 30598021	9/12/2023	13,208.33	0.00	10/13/2023				No	0
223-025-529000 Equipment				yw containers					
*** 30598021	9/12/2023	4,933.34	0.00	10/13/2023				No	0
223-026-529000 Equipment				recycle containers					
30598021 Total:		31,350.00							
Cascade Engineering Total		31,350.00							
Cat Financial Services 10104									
*** 34441522	9/25/2023	1,261.65	0.00	10/13/2023				No	0
445-041-524000 Lease/Rental of Equipment				principal on back hoe loader					
*** 34441522	9/25/2023	244.08	0.00	10/13/2023				No	0
445-041-590400 Interest Paid				interest on back hoe loader					
34441522 Total:		1,505.73							
Cat Financial Services Tota		1,505.73							
Centre State International Trucks, Inc. 10109									
01p82125	10/3/2023	198.37	0.00	10/13/2023				No	0
223-023-534000 Automotive Expense				heater assembly for sw7					
01p82125 Total:		198.37							
Centre State International T		198.37							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Cheek, Brinda 11841									
*** pettycash923	9/22/2023	20.00	0.00	10/13/2023				No	0
100-032-519000 Training And Education				APWA meeting fee and parking PWX st louis					
*** pettycash923	9/22/2023	15.00	0.00	10/13/2023				No	0
100-032-519000 Training And Education				fuel for returning from training					
*** pettycash923	9/22/2023	22.49	0.00	10/13/2023				No	0
100-032-520400 Postage				postage					
*** pettycash923	9/22/2023	15.64	0.00	10/13/2023				No	0
100-032-522400 General Supplies				misc supplies for office					
pettycash923 Total:		73.13							
Cheek, Brinda Total:		73.13							
Chemsearch 10818									
8400342	10/3/2023	620.06	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				water treatment to city hall boilers					
8400342 Total:		620.06							
Chemsearch Total:		620.06							
Choice1 Health Care Services, LLC 12200									
11248	10/3/2023	51.90	0.00	10/13/2023				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
11248 Total:		51.90							
Choice1 Health Care Servi		51.90							
CINTAS Corporation 10115									
4162182689	7/20/2023	196.56	0.00	10/13/2023				No	0

AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

Page 18

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
699-069-569000 Other Contractual Service				vmf uniform cleaning 7/20/23					
4162182689 Total:		196.56							
4162887281	7/27/2023	196.56	0.00	10/13/2023				No	0
699-069-569000 Other Contractual Service				vmf uniform cleaning 7/27/23					
4162887281 Total:		196.56							
4168550636	9/21/2023	220.90	0.00	10/13/2023				No	0
699-069-569000 Other Contractual Service				vmf uniform cleaning 9/21/23					
4168550636 Total:		220.90							
4169253273	9/28/2023	220.90	0.00	10/13/2023				No	0
699-069-569000 Other Contractual Service				vmf uniform cleaning 9/28/23					
4169253273 Total:		220.90							
4169964724	10/5/2023	220.90	0.00	10/13/2023				No	0
699-069-569000 Other Contractual Service				vmf uniform cleaning 10/05/23					
4169964724 Total:		220.90							
CINTAS Corporation Total		1,055.82							
CivicServ									
14346									
1033	8/24/2023	1,000.00	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				web form maintenance for august 2023					
1033 Total:		1,000.00							
1034	9/24/2023	1,000.00	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				web form maintenance for september 2023					
1034 Total:		1,000.00							
CivicServ Total:		2,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Clark Baird Smith LLP 14844									
17469	9/30/2023	2,281.25	0.00	10/13/2023				No	0
100-003-561001 Legal Services - Police Labor				pekin/general professional engagement					
17469 Total:		2,281.25							
Clark Baird Smith LLP Tot		2,281.25							
Classy Grass Inc 10119									
ci17297	10/1/2023	9,745.63	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				mowing of district 1 and 5					
ci17297 Total:		9,745.63							
Classy Grass Inc Total:		9,745.63							
Cloudpoint Geographics Inc. 11838									
inv3641	9/28/2023	7,850.00	0.00	10/13/2023				No	0
100-007-569000 Other Contractual Service				GIS services					
inv3641 Total:		7,850.00							
Cloudpoint Geographics In		7,850.00							
Coe Equipment Inc 10123									
82802	9/26/2023	432.20	0.00	10/13/2023				No	0
231-030-534000 Automotive Expense				air cylinder block and stop tooth for vactor					
82802 Total:		432.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Coe Equipment Inc Total:		432.20							
Comcast Cable 11073									
*** 203130001183	10/2/2023	99.50	0.00	10/13/2023				No	0
100-990-569000 Other Contractual Service				cable at 111 s capitol st 10/8-11/7/23					
203130001183 Total:		99.50							
*** 203130107121	10/24/2023	41.79	0.00	10/13/2023				No	0
501-501-569000 Other Contractual Service				cable at bus dept 10/1-10/31/23					
203130107121 Total:		41.79							
Comcast Cable Total:		141.29							
Confidential Security Corp 10891									
103773	9/30/2023	64.40	0.00	10/13/2023				No	0
100-990-569000 Other Contractual Service				confidential material disposal 9/6/23					
103773 Total:		64.40							
103963	9/30/2023	210.36	0.00	10/13/2023				No	0
100-761-569000 Other Contractual Service				confidential material disposal 9/6/23					
103963 Total:		210.36							
Confidential Security Corp		274.76							
Core & Main 10255									
t332176	9/19/2023	6,400.00	0.00	10/13/2023				No	0
231-033-564100 Drainage Improvements				curb inlet for catch basin repair					
t332176 Total:		6,400.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Core & Main Total:		6,400.00							
Covenant Heating & Air, LLC									
11287									
43034	7/17/2023	85.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				a/c repair at fire house #1					
43034 Total:		85.00							
43182	7/27/2023	85.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				a/c repair at fire house #1					
43182 Total:		85.00							
43326	8/7/2023	1,348.81	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				a/c repair at fire house #1					
43326 Total:		1,348.81							
43396	8/11/2023	478.70	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				a/c repair at fire house #1					
43396 Total:		478.70							
Covenant Heating & Air, L		1,997.51							
Cruce Aviation									
13646									
646	10/1/2023	4,700.00	0.00	10/13/2023				No	0
525-525-569000 Other Contractual Service				contractual management 8/27/23-9/30/23					
646 Total:		4,700.00							
Cruce Aviation Total:		4,700.00							
Damron, Matt									
10149									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
expense-1023	10/5/2023	15.99	0.00	10/13/2023				No	0
695-095-516700 Wellness Program				50% gym reimbursement					
expense-1023 Total:		15.99							
Damron, Matt Total:		15.99							
Dinges Fire Company 12462									
45328	10/3/2023	1,834.71	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				AMKUS tools for new truck build					
45328 Total:		1,834.71							
45399	10/4/2023	166.69	0.00	10/13/2023				No	0
100-034-534400 Equipment Repairs				AMKUS repairs					
45399 Total:		166.69							
Dinges Fire Company Tota		2,001.40							
Eaton, Joshua 14660									
expense-1023	10/9/2023	241.54	0.00	10/13/2023				No	0
100-761-519000 Training And Education				drug indetification training 10/19/23					
expense-1023 Total:		241.54							
Eaton, Joshua Total:		241.54							
Elixir Rx Solutions (MO) 15049									
psi277307	9/27/2023	1,500.00	0.00	10/13/2023				No	0
695-095-569000 Other Contractual Service				CAA Rx reporting 2022					
psi277307 Total:		1,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Elixir Rx Solutions (MO) T		1,500.00							
Enterprise FM Trust 14302									
*** fbn4851012	10/4/2023	1,210.63	0.00	10/13/2023				No	0
100-032-524000 Lease/rental Of Equipment				payment for F550 10/1-10/31/23					
*** fbn4851012	10/4/2023	36,492.59	0.00	10/13/2023				No	0
100-761-524000 Lease/rental Of Equipment				payment for squads 10/1-10/31/23					
fbn4851012 Total:		37,703.22							
Enterprise FM Trust Total:		37,703.22							
Falkingham, Bridget 15050									
expense-0923	9/17/2023	161.28	0.00	10/13/2023				No	0
695-095-516700 Wellness Program				gym reimbursement 8/17/22-9/17/23					
expense-0923 Total:		161.28							
Falkingham, Bridget Total:		161.28							
Fastenal Company 10181									
ilpra455522	9/29/2023	39.99	0.00	10/13/2023				No	0
699-069-534000 Automotive Expense				screws for vmf					
ilpra455522 Total:		39.99							
Fastenal Company Total:		39.99							
First Horizon Bank 15019									
*** 5600210	9/25/2023	84.00	0.00	10/13/2023				No	0
100-990-590600 Bank Charges				safekeeping fees					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
5600210 Total:		84.00							
First Horizon Bank Total:		84.00							
First UNUM Life Insurance Company									
14363									
*** 04786960019	9/13/2023	379.18	0.00	10/13/2023				No	0
695-095-517504 A D & D Life Premium				city share life insurance 10/2023					
04786960019 Total:		379.18							
First UNUM Life Insuranc		379.18							
Five Star Water									
12219									
*** 106351	9/21/2023	13.00	0.00	10/13/2023				No	0
231-031-569000 Other Contractual Service				water delivery at wwtp					
106351 Total:		13.00							
Five Star Water Total:		13.00							
Flick, Val									
10848									
expense-0923	9/23/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to morton 9/23/23					
expense-0923 Total:		26.00							
Flick, Val Total:		26.00							
Foster, Lori									
14947									
expense-0923	9/29/2023	26.00	0.00	10/13/2023				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 metamora 9/29/23					
expense-0923 Total:		26.00							
Foster, Lori Total:		26.00							
Foster, Megan 14235									
expense 09/23	9/30/2023	28.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 9/30/23					
expense 09/23 Total:		28.00							
Foster, Megan Total:		28.00							
Foster's, Inc. 11894									
30242650	10/5/2023	79.78	0.00	10/13/2023				No	0
231-033-522400 General Supplies				straw for ditch repair at black oak and hickory					
30242650 Total:		79.78							
Foster's, Inc. Total:		79.78							
Gallery Ford Pekin 10683									
20270	9/19/2023	3,227.11	0.00	10/13/2023				No	0
100-761-534000 Automotive Expense				repairs to squad 2017 Ford truck					
20270 Total:		3,227.11							
Gallery Ford Pekin Total:		3,227.11							
Gardner, Terry 12295									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
expense-0923	9/23/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to bartonville 9/23/23					
expense-0923 Total:		26.00							
Gardner, Terry Total:		26.00							
Gathman AG, Inc 14871									
978122	10/3/2023	121.00	0.00	10/13/2023				No	0
501-501-557200 License And Inspection Fees				bus inspections					
978122 Total:		121.00							
Gathman AG, Inc Total:		121.00							
Gem City Tire 12935									
*** 41939	9/27/2023	1,579.39	0.00	10/13/2023				No	0
223-023-534000 Automotive Expense				tires for sw stock, sw11 and sw7 rear tires					
*** 41939	9/27/2023	1,742.16	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				tires for bus 1957, 1960, 1938 and stock					
41939 Total:		3,321.55							
41954	9/27/2023	3,041.80	0.00	10/13/2023				No	0
223-023-534000 Automotive Expense				tires for sw14, sw12 and stock front tires					
41954 Total:		3,041.80							
41987	9/29/2023	16.00	0.00	10/13/2023				No	0
223-026-534000 Automotive Expense				valve core for rc2					
41987 Total:		16.00							
Gem City Tire Total:		6,379.35							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
GFI Digital 13867									
*** 2651756	9/25/2023	375.28	0.00	10/13/2023				No	0
100-001-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	0.37	0.00	10/13/2023				No	0
100-006-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	87.88	0.00	10/13/2023				No	0
100-032-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	99.24	0.00	10/13/2023				No	0
100-034-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	15.67	0.00	10/13/2023				No	0
100-761-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	485.19	0.00	10/13/2023				No	0
100-763-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	522.43	0.00	10/13/2023				No	0
100-764-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	607.82	0.00	10/13/2023				No	0
100-990-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	439.59	0.00	10/13/2023				No	0
501-501-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	161.94	0.00	10/13/2023				No	0
501-501-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	71.66	0.00	10/13/2023				No	0
501-501-538000 Maintenance Agreements				usage of copier 9/25/23					
*** 2651756	9/25/2023	88.91	0.00	10/13/2023				No	0
501-501-538000 Maintenance Agreements				usage of copier 9/25/23					
2651756 Total:		2,955.98							
GFI Digital Total:		2,955.98							
GFL Environmental Services USA, Inc. 14249									
*** p60005201862	7/31/2023	5,900.67	0.00	10/13/2023				No	0
223-023-566500 Landfill Expense				tipping fees 7/17-7/31/23					
p60005201862 Total:		5,900.67							
p60005202093	9/15/2023	55,989.55	0.00	10/13/2023				No	0

AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

Page 28

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
223-023-566500 Landfill Expense				landfill fee 9/1-9/15/23					
p60005202093 Total:		55,989.55							
p60005202187	9/30/2023	5,603.24	0.00	10/13/2023				No	0
231-031-536400 Sludge Removal				sludge disposal 9/19-9/30/23					
p60005202187 Total:		5,603.24							
p90005199955	9/30/2023	2,949.72	0.00	10/13/2023				No	0
223-026-566502 Recycling Expense				rc curbside fee 9/18-9/29/23					
p90005199955 Total:		2,949.72							
GFL Environmental Servic		70,443.18							
Golf Green Lawn Care									
14121									
1038050	9/20/2023	80.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				fertilizer at 111 s capitol 9/20/23					
1038050 Total:		80.00							
1039640	9/29/2023	120.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				fertilizer at 111 s capitol 9/29/23					
1039640 Total:		120.00							
1045948	9/21/2023	80.25	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				fertilizer at 3232 court st 9/21/23					
1045948 Total:		80.25							
Golf Green Lawn Care Tot		280.25							
GovTempsUSA, LLC									
14876									
4253622	9/14/2023	7,655.38	0.00	10/13/2023				No	0
100-006-569000 Other Contractual Service				finance temp 9/03-09/10/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	4253622 Total:	7,655.38							
4253623	9/14/2023	7,224.00	0.00	10/13/2023				No	0
100-005-569000	Other Contractual Service			hr temp 9/03-09/10/23					
	4253623 Total:	7,224.00							
4261864	9/28/2023	7,860.13	0.00	10/13/2023				No	0
100-006-569000	Other Contractual Service			finance temp 9/17-9/24/23					
	4261864 Total:	7,860.13							
4261865	9/28/2023	7,224.00	0.00	10/13/2023				No	0
100-005-569000	Other Contractual Service			hr temp 9/17-9/24/23					
	4261865 Total:	7,224.00							
	GovTempsUSA, LLC Tota	29,963.51							
Grainger 10235									
98/42858590	9/19/2023	1,215.60	0.00	10/13/2023				No	0
100-034-529000	Equipment			storage racks					
	98/42858590 Total:	1,215.60							
9822924826	8/30/2023	12.98	0.00	10/13/2023				No	0
231-031-534400	Equipment Repairs			repairs on grit equipment					
	9822924826 Total:	12.98							
9862478394	10/6/2023	4,093.43	0.00	10/13/2023				No	0
231-031-534400	Equipment Repairs			sewer pump repairs					
	9862478394 Total:	4,093.43							
	Grainger Total:	5,322.01							

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AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

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Page 30

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
13686									
170323	9/1/2023	2,510.22	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				granicus sept 2023					
170323 Total:		2,510.22							
Granicus Total:		2,510.22							
Greenhouse Flower Shoppe									
11022									
*** 3778	9/25/2023	69.99	0.00	10/13/2023				No	0
100-761-599000 Miscellaneous				flowers for mark luft father passing					
3778 Total:		69.99							
Greenhouse Flower Shopp		69.99							
Grogan, Robert									
14883									
2025	10/9/2023	1,031.04	0.00	10/13/2023				No	0
100-006-569000 Other Contractual Service				mileage and lodging 9/27-10/9/23					
2025 Total:		1,031.04							
Grogan, Robert Total:		1,031.04							
Gutters by Tunyuck									
14510									
471335	9/11/2023	2,125.00	0.00	10/13/2023				No	0
100-766-534200 Building & Grounds Repair				monthly mows 9/11-9/17/23					
471335 Total:		2,125.00							
471339	9/29/2023	5,400.00	0.00	10/13/2023				No	0
100-766-536100 Property Cleanup Fees				yard clean up at 1511 saratoga					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
471339 Total:		5,400.00							
*** 471341	9/30/2023	1,250.00	0.00	10/13/2023				No	0
100-766-534200 Building & Grounds Repair				monthly mows 9/25-9/31/23					
*** 471341	9/18/2023	2,725.00	0.00	10/13/2023				No	0
100-766-534200 Building & Grounds Repair				monthly mows 9/18-9/24/23					
471341 Total:		3,975.00							
471343	9/30/2023	1,187.50	0.00	10/13/2023				No	0
100-766-536100 Property Cleanup Fees				full board up at 1344 georgeanne					
471343 Total:		1,187.50							
Gutters by Tunyuck Total:		12,687.50							
Hall, Alisa 14630 expense-0923	9/29/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 9/29/23					
expense-0923 Total:		26.00							
Hall, Alisa Total:		26.00							
Hall, Lory 14690 expense-0923	9/29/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 9/29/23					
expense-0923 Total:		26.00							
Hall, Lory Total:		26.00							
Hanson Professional Svcs Inc 10248									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ariv1001006	9/29/2023	33,451.82	0.00	10/13/2023	DERB-ENGR	engr		No	0
445-041-561200 Engineering Fees				derby st design engineering 7/17/23-9/8/23					
ariv1001006 Total:		33,451.82							
ariv1001069	10/3/2023	25,569.92	0.00	10/13/2023	COUR-8TOV	engr		No	0
445-041-561200 Engineering Fees				court st design engineering/west shore to 8th/8/14-9/8/23					
ariv1001069 Total:		25,569.92							
ariv1001080	10/3/2023	25,096.41	0.00	10/13/2023				No	0
525-000-150600 Building Improvements				phase 2 services/t-hangers/7/13-9/8/23					
ariv1001080 Total:		25,096.41							
Hanson Professional Srves		84,118.15							
Harris Pest Control									
10251									
124777	9/7/2023	60.00	0.00	10/13/2023				No	0
525-525-566600 Pest Control				pest control at airport 9/7/23					
124777 Total:		60.00							
125206	10/2/2023	75.00	0.00	10/13/2023				No	0
100-068-566600 Pest Control				pest control at 1130 koch st 10/2/23					
125206 Total:		75.00							
125207	10/2/2023	75.00	0.00	10/13/2023				No	0
100-068-566600 Pest Control				pest control at 1208 koch st 10/2/23					
125207 Total:		75.00							
125208	10/2/2023	110.00	0.00	10/13/2023				No	0
100-068-566600 Pest Control				pest control at fire houses and city hall 10/2/23					
125208 Total:		110.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Harris Pest Control Total:		320.00							
Hastings Air-Energy Control, Inc 11500									
ps10003706	9/29/2023	958.00	0.00	10/13/2023				No	0
100-034-538000 Maintenance Agreements				plymovent preventative maintenance					
ps10003706 Total:		958.00							
ps10003708	9/29/2023	903.00	0.00	10/13/2023				No	0
100-034-538000 Maintenance Agreements				plymovent preventative maintenance					
ps10003708 Total:		903.00							
Hastings Air-Energy Contr		1,861.00							
Havens, Michelle 11019									
*** expense-0923	9/23/2023	28.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to peoria 9/23/23					
*** expense-0923	9/28/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to normal 9/28/23					
expense-0923 Total:		54.00							
Havens, Michelle Total:		54.00							
Hawkins Inc. 12742									
6572663	9/6/2023	5,732.00	0.00	10/13/2023				No	0
231-031-522200 Chemical Supplies				polymer for treatment					
6572663 Total:		5,732.00							
6579706	9/15/2023	20.00	0.00	10/13/2023				No	0
231-031-522200 Chemical Supplies				polymer for treatment					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	6579706 Total:	20.00							
	Hawkins Inc. Total:	5,752.00							
Haynes, Jessica 14809 expense-0923	9/30/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to bloomington 9/30/23					
	expense-0923 Total:	26.00							
	Haynes, Jessica Total:	26.00							
Henricksen 10263 754832	9/29/2023	6,986.90	0.00	10/13/2023				No	0
100-761-587100 Office Equipment & Furniture				squad room equipment/furniture					
	754832 Total:	6,986.90							
	Henricksen Total:	6,986.90							
Herr Petroleum Corporation 12712 *** d40946	10/2/2023	19,204.06	0.00	10/13/2023				No	0
699-000-160100 Fuel Inventory				5001 gallons of diesel@3.84					
*** d40946	10/2/2023	8,926.34	0.00	10/13/2023				No	0
699-000-160100 Fuel Inventory				3000 gallons of regular@2.98					
	d40946 Total:	28,130.40							
*** d41006	9/22/2023	15,194.37	0.00	10/13/2023				No	0
699-000-160100 Fuel Inventory				4003 gallons of diesel@3.80					
*** d41006	9/22/2023	9,665.20	0.00	10/13/2023				No	0
699-000-160100 Fuel Inventory				3004 gallons of regular@3.22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	d41006 Total:	24,859.57							
	Herr Petroleum Corporatio	52,989.97							
Hinton, Rachel 14550 expense-0923	9/23/2023	160.74	0.00	10/13/2023				No	0
100-764-554300 Uniforms And Tools				uniform reimbursement 9/23/23					
	expense-0923 Total:	160.74							
	Hinton, Rachel Total:	160.74							
Holobaugh, Kendra 14854 *** expense-0923	9/27/2023	15.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to peoria 9/27/23					
	expense-0923 Total:	15.00							
	Holobaugh, Kendra Total:	15.00							
Hugh Saxe Enterprises, Inc. 14364 1005882	9/25/2023	32.95	0.00	10/13/2023				No	0
525-525-524000 Lease/rental Of Equipment				water softner renatal at airport 10/1-10/31/23					
	1005882 Total:	32.95							
	Hugh Saxe Enterprises, Inc	32.95							
i3 Broadband 12074 30053191	9/1/2023	5,829.25	0.00	10/13/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-009-550300 Telephone				internet and phone 9/1/23-9/30/23					
30053191 Total:		5,829.25							
i3 Broadband Total:		5,829.25							
IL American Water 10291									
*** 210001655200	9/19/2023	26.02	0.00	10/13/2023				No	0
231-031-550100 Utilities				608 s front st 8/15-9/15/32					
210001655200 Total:		26.02							
*** 210004789874	9/19/2023	240.56	0.00	10/13/2023				No	0
231-031-550100 Utilities				606 s front st 8/15-9/15/23					
210004789874 Total:		240.56							
IL American Water Total:		266.58							
IL Association of Chiefs of Police 11279									
13935	10/1/2023	115.00	0.00	10/13/2023				No	0
100-761-551600 Dues And Subscriptions				ILACP annual membership CH					
13935 Total:		115.00							
IL Association of Chiefs of		115.00							
IL Environmental Protection Agency 10303									
*** i79060acw	9/30/2023	235.00	0.00	10/13/2023				No	0
699-069-557300 EPA Permit				annual EPA ross site fee					
i79060acw Total:		235.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description					
IL Environmental Protectio		235.00							
IL Environmental Protection Agency 11923									
*** 20 L173081	8/15/2023	454,798.27	0.00	10/13/2023				No	0
231-000-218500 IEPA Loan L17-3081				principal on L17-3081					
*** 20 L173081	8/15/2023	60,355.25	0.00	10/13/2023				No	0
231-029-590400 Interest Paid				interest on L17-3081					
20 L173081 Total:		515,153.52							
IL Environmental Protectio		515,153.52							
Innovative Medical Therapies LLC 14507									
1844	9/29/2023	150.00	0.00	10/13/2023				No	0
501-501-559000 Medical Expense/supplies				physical and drug screen for SR					
1844 Total:		150.00							
1845	9/29/2023	150.00	0.00	10/13/2023				No	0
501-501-559000 Medical Expense/supplies				physical and drug screen for TH					
1845 Total:		150.00							
1846	9/29/2023	150.00	0.00	10/13/2023				No	0
501-501-559000 Medical Expense/supplies				physical and drug screen for SF					
1846 Total:		150.00							
1847	9/29/2023	150.00	0.00	10/13/2023				No	0
501-501-559000 Medical Expense/supplies				physical and drug screen for GC					
1847 Total:		150.00							
1848	9/29/2023	150.00	0.00	10/13/2023				No	0
501-501-559000 Medical Expense/supplies				physical and drug screen for LN					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1848 Total:		150.00							
1849	10/3/2023	150.00	0.00	10/13/2023				No	0
501-501-559000 Medical Expense/supplies				physical and drug screen for CV					
1849 Total:		150.00							
Innovative Medical Therap		900.00							
Interstate All Battery Center 10329									
20024615	9/21/2023	137.19	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				battery for street dept #454					
20024615 Total:		137.19							
49014429	9/11/2023	177.61	0.00	10/13/2023				No	0
231-031-534400 Equipment Repairs				generator battery at liftstation					
49014429 Total:		177.61							
Interstate All Battery Cente		314.80							
Interstate Batteries of Centra 10330									
*** 20024951	10/5/2023	134.37	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				batteries for street stock					
*** 20024951	10/5/2023	274.38	0.00	10/13/2023				No	0
223-023-534000 Automotive Expense				batteries for sw stock					
*** 20024951	10/5/2023	308.85	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				batteries for bus stock					
20024951 Total:		717.60							
Interstate Batteries of Cent		717.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
IWIRC									
10335									
391423	9/22/2023	196.72	0.00	10/13/2023				No	0
100-034-559000 Medical Expense/supplies				vaccine for BB					
391423 Total:		196.72							
391465	9/22/2023	108.00	0.00	10/13/2023				No	0
100-763-569000 Other Contractual Service				pre employment exam MC					
391465 Total:		108.00							
391533	9/22/2023	74.00	0.00	10/13/2023				No	0
100-763-569000 Other Contractual Service				pre employment exam LF					
391533 Total:		74.00							
391542	9/22/2023	106.00	0.00	10/13/2023				No	0
100-763-569000 Other Contractual Service				pre employment exam LF					
391542 Total:		106.00							
391589	9/22/2023	301.00	0.00	10/13/2023				No	0
100-034-559000 Medical Expense/supplies				fit for duty CH					
391589 Total:		301.00							
391682	9/22/2023	44.00	0.00	10/13/2023				No	0
100-763-569000 Other Contractual Service				pre employment exam SM					
391682 Total:		44.00							
391779	9/22/2023	74.00	0.00	10/13/2023				No	0
100-763-569000 Other Contractual Service				pre employment exam CS					
391779 Total:		74.00							
391807	9/22/2023	64.00	0.00	10/13/2023				No	0
100-763-569000 Other Contractual Service				pre employment exam GS					
391807 Total:		64.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
IWIRC Total:		967.72							
Jacob & Klein, Ltd 13448									
09062023-2	9/6/2023	6,000.00	0.00	10/13/2023				No	0
270-270-561000 Legal Fees				pekin south residential TIF district					
09062023-2 Total:		6,000.00							
09062023-3	9/6/2023	6,000.00	0.00	10/13/2023				No	0
270-270-561000 Legal Fees				pekin east residential TIF district					
09062023-3 Total:		6,000.00							
10062023	10/6/2023	232.65	0.00	10/13/2023				No	0
277-277-560500 Consulting Services				BDD TIF 3rd quarter					
10062023 Total:		232.65							
10062023-1	10/6/2023	280.80	0.00	10/13/2023				No	0
270-270-560500 Consulting Services				CBD TIF 3rd quarter					
10062023-1 Total:		280.80							
10062023-2	10/6/2023	465.30	0.00	10/13/2023				No	0
275-275-560500 Consulting Services				court st TIF 3rd quarter					
10062023-2 Total:		465.30							
10062023-3	10/6/2023	196.55	0.00	10/13/2023				No	0
273-273-560500 Consulting Services				EDG SIPCA TIF 3rd quarter					
10062023-3 Total:		196.55							
Jacob & Klein, Ltd Total:		13,175.30							
JC Dillon Inc 12853									
56637	9/13/2023	4,500.00	0.00	10/13/2023				No	0

AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

Page 41

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
445-041-534900 Sidewalk Renovations				ADA ramp at st.clair & sierra					
56637 Total:		4,500.00							
JC Dillon Inc Total:		4,500.00							
Jeff Worms & Sons 14521									
10032023	10/3/2023	2,125.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				mowing and trimming services for september 2023/dist.7					
10032023 Total:		2,125.00							
10032023-1	10/3/2023	5,450.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				mowing airport district 8					
10032023-1 Total:		5,450.00							
10032023-2	10/3/2023	700.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				mowing hanna dr lot/16 acre					
10032023-2 Total:		700.00							
Jeff Worms & Sons Total:		8,275.00							
Johnson, Bret 15045									
10072023	9/28/2023	2,100.00	0.00	10/13/2023				No	0
208-208-560500 Consulting Services				downtown event 10/7/23					
10072023 Total:		2,100.00							
Johnson, Bret Total:		2,100.00							
Jones, Rob 11207									
expense 9/23	9/22/2023	20.00	0.00	10/13/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-519000 Training And Education				fuel for training 9/22/23					
expense 9/23 Total:		20.00							
Jones, Rob Total:		20.00							
Kansas Turnpike Authority 15053									
42311934611905	9/14/2023	11.50	0.00	10/13/2023				No	0
100-034-599000 Miscellaneous				tolls while driving to denver for FF memorial					
42311934611905 Total:		11.50							
Kansas Turnpike Authority		11.50							
Kimball Midwest 11679									
101469866	9/22/2023	56.91	0.00	10/13/2023				No	0
100-032-559000 Medical Expense/supplies				supplies for medical cabinet					
101469866 Total:		56.91							
*** 101501797	10/3/2023	147.00	0.00	10/13/2023				No	0
223-023-522400 General Supplies				hose clamps to repair garbage carts					
*** 101501797	10/3/2023	147.00	0.00	10/13/2023				No	0
223-025-522400 General Supplies				hose clamps to repair garbage carts					
101501797 Total:		294.00							
Kimball Midwest Total:		350.91							
Kirk, Matt 12064									
expense 1023	10/9/2023	75.00	0.00	10/13/2023				No	0
100-761-519000 Training And Education				ICS 300/4700 police training 10/23-10/27/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
expense 1023 Total:		75.00							
Kirk, Matt Total:		75.00							
Koenig Body & Equipment 10359									
jr48064	9/20/2023	950.00	0.00	10/13/2023				No	0
100-068-534000 Automotive Expense				lights for 2023 truck					
jr48064 Total:		950.00							
Koenig Body & Equipmen		950.00							
LHF Compost, Inc. 11829									
1710832	9/22/2023	1,126.43	0.00	10/13/2023				No	0
223-025-566501 Compost Site Expense				yw fee 9/18-9/22/23					
1710832 Total:		1,126.43							
1710839	9/29/2023	1,450.32	0.00	10/13/2023				No	0
223-025-566501 Compost Site Expense				yw fee 9/25-9/29/23					
1710839 Total:		1,450.32							
LHF Compost, Inc. Total:		2,576.75							
Linde Gas & Equipment 10518									
38393267	9/22/2023	372.19	0.00	10/13/2023				No	0
100-034-524000 Lease/rental Of Equipment				rental on oxygen tanks					
38393267 Total:		372.19							
38643644	9/30/2023	470.56	0.00	10/13/2023				No	0
100-034-524000 Lease/rental Of Equipment				rental on oxygen tanks					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
38643644 Total:		470.56							
Linde Gas & Equipment To		842.75							
Macqueen Emergency 10230 p02011	9/27/2023	1,772.60	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				headlights for new truck					
p02011 Total:		1,772.60							
p02034	10/5/2023	63.85	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				repairs to ladder 3					
p02034 Total:		63.85							
w01908	9/21/2023	10,048.13	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				repairs to ladder 3					
w01908 Total:		10,048.13							
Macqueen Emergency Tota		11,884.58							
Marien, Charles 14857 expense 0923	9/28/2023	15.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to peoria 9/28/23					
expense 0923 Total:		15.00							
Marien, Charles Total:		15.00							
Mathews, Trenten 15008 expense-0921	9/26/2023	41.98	0.00	10/13/2023				No	0
695-095-516700 Wellness Program				gym reimbursement 50% 8/21-9/21/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	expense-0921 Total:	41.98							
	Mathews, Trenten Total:	41.98							
Maurer-Stutz Inc 10402									
44509	9/30/2023	1,737.50	0.00	10/13/2023				No	0
270-270-584009 General Public Improvements				200 block court st parking lot design					
	44509 Total:	1,737.50							
44513	9/30/2023	24,582.50	0.00	10/13/2023	DNTN-ENGR	engr		No	0
445-041-561200 Engineering Fees				derby street construction engineering 9/1-9/30/23					
	44513 Total:	24,582.50							
	Maurer-Stutz Inc Total:	26,320.00							
May Welding Repair and Fabrication, LLC 14112									
3808	8/11/2023	55.00	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				hydraulic line repair for sw15					
	3808 Total:	55.00							
	May Welding Repair and F	55.00							
McCabe, Tara 11649									
expence 0923	9/29/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 9/29/23					
	expence 0923 Total:	26.00							
	McCabe, Tara Total:	26.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
McKenzie, Dallas 10406									
expense-0923	9/28/2023	41.98	0.00	10/13/2023				No	0
695-095-516700 Wellness Program				gym membership 50%					
expense-0923 Total:		41.98							
McKenzie, Dallas Total:		41.98							
McKesson Medical-Surgical Inc. MMSGS 10431									
21171664	10/3/2023	314.66	0.00	10/13/2023				No	0
100-034-522500 Emergency Medical Supplie				emergency medical equipment					
21171664 Total:		314.66							
McKesson Medical-Surgic		314.66							
McNeilus Truck & Manufacturing 10410									
6037432	9/26/2023	380.32	0.00	10/13/2023				No	0
223-023-534000 Automotive Expense				hydrolic tube for sw14					
6037432 Total:		380.32							
McNeilus Truck & Manufa		380.32							
McNinch, Sheene 14476									
expense 10/03	1/3/2023	50.00	0.00	10/13/2023				No	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
expense 10/03 Total:		50.00							
expense 9/23	9/30/2023	15.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to peoria 9/30/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	expense 9/23 Total:	15.00							
expense-0920	9/20/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to chillicothe 9/20/23					
	expense-0920 Total:	26.00							
	McNinch, Sheene Total:	91.00							
Menards									
10414									
58623	9/13/2023	21.16	0.00	10/13/2023				No	0
501-501-534400 Equipment Repairs				drum/bit chain saw for bus dept					
	58623 Total:	21.16							
58693	9/14/2023	5.96	0.00	10/13/2023				No	0
223-023-534000 Automotive Expense				hex nut for sw12					
	58693 Total:	5.96							
59206	9/21/2023	67.86	0.00	10/13/2023				No	0
100-068-522400 General Supplies				cleaning supplies					
	59206 Total:	67.86							
59209	9/21/2023	9.48	0.00	10/13/2023				No	0
100-034-522400 General Supplies				drill bits					
	59209 Total:	9.48							
59628	9/26/2023	11.77	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				easy outs for PD lock					
	59628 Total:	11.77							
59692	9/27/2023	44.47	0.00	10/13/2023				No	0
231-031-534400 Equipment Repairs				truck tailgate work					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	59692 Total:	44.47							
59695	9/27/2023	18.98	0.00	10/13/2023				No	0
100-032-523000	Traffic/Street Signs & Marking			5x5 tarp for sign					
	59695 Total:	18.98							
59704	9/27/2023	83.65	0.00	10/13/2023				No	0
100-068-534200	Buildings And Grounds Rep			bulbs for council chambers light					
	59704 Total:	83.65							
59708	9/27/2023	19.23	0.00	10/13/2023				No	0
231-031-561300	Testing Fees And Expenses			lab testing supplies					
	59708 Total:	19.23							
59778	9/28/2023	30.66	0.00	10/13/2023				No	0
100-032-522400	General Supplies			broom, tarp straps for shop					
	59778 Total:	30.66							
59803	9/28/2023	292.03	0.00	10/13/2023				No	0
100-068-534200	Buildings And Grounds Rep			shelves for bus dept					
	59803 Total:	292.03							
59865	9/29/2023	203.98	0.00	10/13/2023				No	0
100-068-587100	Office Equipment & Furniture			safe for city managers office					
	59865 Total:	203.98							
59874	9/29/2023	433.34	0.00	10/13/2023				No	0
100-068-534200	Buildings And Grounds Rep			repairs to station 2					
	59874 Total:	433.34							
60069	10/2/2023	11.98	0.00	10/13/2023				No	0
100-068-534200	Buildings And Grounds Rep			window film kit					
	60069 Total:	11.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
60092	10/2/2023	20.65	0.00	10/13/2023				No	0
100-034-519000 Training And Education				training supplies					
60092 Total:		20.65							
60190	10/3/2023	3.51	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				tension pin for ladder 1					
60190 Total:		3.51							
60193	10/3/2023	98.58	0.00	10/13/2023				No	0
231-031-534200 Buildings And Grounds Rep				stair repairs for trailer/new pad					
60193 Total:		98.58							
60204	10/3/2023	48.99	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				reciever hitch and ball for yard crew truck					
60204 Total:		48.99							
60259	10/4/2023	99.72	0.00	10/13/2023				No	0
231-031-534200 Buildings And Grounds Rep				concrete for new stairs					
60259 Total:		99.72							
60270	10/4/2023	44.32	0.00	10/13/2023				No	0
231-031-534200 Buildings And Grounds Rep				concrete for stairs					
60270 Total:		44.32							
60283	10/4/2023	232.89	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				supplies for new truck build					
60283 Total:		232.89							
60339	10/5/2023	370.36	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				flags for court st					
60339 Total:		370.36							
60407	10/6/2023	24.95	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				brush blade					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description					
60407 Total:		24.95							
*** 60426	10/6/2023	11.45	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				plumbing supplies for fire station 3					
60426 Total:		11.45							
60460	10/6/2023	4.99	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				door stop for evidence room					
60460 Total:		4.99							
60472	10/6/2023	11.96	0.00	10/13/2023				No	0
100-007-522400 General Supplies				spray paint					
60472 Total:		11.96							
69611	9/26/2023	5.05	0.00	10/13/2023				No	0
231-030-522400 General Supplies				sock caps, hex nut for camera van					
69611 Total:		5.05							
Menards Total:		2,231.97							
MES Inc									
10415									
in1934780	9/18/2023	57.83	0.00	10/13/2023				No	0
100-034-529000 Equipment				pants					
in1934780 Total:		57.83							
MES Inc Total:		57.83							
Midwest Mailing & Shipping Sys									
10420									
p108996	10/2/2023	965.00	0.00	10/13/2023				No	0
100-990-538000 Maintenance Agreements				contract base rate 12/18/23-12/17/24					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	p108996 Total:	965.00							
	Midwest Mailing & Shippi	965.00							
Midwest Transit Equipment 10421									
r35100730302	10/4/2023	140.98	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				labor for bus 1208					
	r35100730302 Total:	140.98							
x10106567301	9/20/2023	113.09	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				height adjust for bus 1907					
	x10106567301 Total:	113.09							
x10106817901	9/19/2023	188.72	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				glass for bus 1931					
	x10106817901 Total:	188.72							
x10106835301	9/20/2023	399.74	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				lights for bus stock					
	x10106835301 Total:	399.74							
x10106848601	9/29/2023	368.98	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				maniforld exhaust for bus 1205					
	x10106848601 Total:	368.98							
x10106848701	9/29/2023	437.07	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				hub/rotor for bus 1959					
	x10106848701 Total:	437.07							
x10106850401	10/2/2023	180.28	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				parking brake and pedal for bus 1201					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	x10106850401 Total:	180.28							
x10106850501	12/2/2023	150.66	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				backup light for bus 1963					
	x10106850501 Total:	150.66							
x10106850502	10/4/2023	50.22	0.00	10/13/2023				No	0
501-501-534000 Automotive Expense				backup light for bus 1963					
	x10106850502 Total:	50.22							
	Midwest Transit Equipmen	2,029.74							
Motorola Solutions 14529									
8281695876	9/19/2023	1,955.70	0.00	10/13/2023				No	0
445-041-534000 Automotive Expense				public works radios					
	8281695876 Total:	1,955.70							
8281726305	9/29/2023	3,729.17	0.00	10/13/2023				No	0
445-041-534000 Automotive Expense				public works radios					
	8281726305 Total:	3,729.17							
	Motorola Solutions Total:	5,684.87							
Mutual Wheel 10439									
2787722	9/18/2023	118.41	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				pipe, rubber and nipples for ladder 3					
	2787722 Total:	118.41							
2788799	9/22/2023	153.48	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				scotseal for bus 1939					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2788799 Total:	153.48							
2789794	9/27/2023	286.55	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				type 36 comb for tower 4					
	2789794 Total:	286.55							
2789908	9/27/2023	64.21	0.00	10/13/2023				No	0
100-032-534400 Equipment Repairs				10 ton eye and bolt for street trailer					
	2789908 Total:	64.21							
	Mutual Wheel Total:	622.65							
NAPA Auto Parts of Pekin									
10441									
550927	9/15/2023	49.04	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				air filter for #437 and stock					
	550927 Total:	49.04							
551042	9/18/2023	67.25	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				fuel line hose for street 437					
	551042 Total:	67.25							
	NAPA Auto Parts of Pekin	116.29							
NCL of Wisconsin Inc									
12393									
492666	9/12/2023	616.49	0.00	10/13/2023				No	0
231-031-561300 Testing Fees And Expenses				supplies for lab testing					
	492666 Total:	616.49							
493270	9/25/2023	179.29	0.00	10/13/2023				No	0
231-031-561300 Testing Fees And Expenses				sample testing supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
493270 Total:		179.29							
NCL of Wisconsin Inc Tota		795.78							
Neff, Lisa									
11600									
expense-0920	9/20/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 9/20/23					
expense-0920 Total:		26.00							
expense-0923	9/23/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to morton 9/23/23					
expense-0923 Total:		26.00							
Neff, Lisa Total:		52.00							
Newcomb, Phillip									
15009									
expense-0923	9/23/2023	15.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to peoria 9/23/23					
expense-0923 Total:		15.00							
Newcomb, Phillip Total:		15.00							
Otto Baum Co Inc									
10462									
5	9/25/2023	553,492.85	0.00	10/13/2023	DERB-CNST	contr		No	0
277-277-584009 General Public Improvements				derby street re-construction 8th to 14th/9/7-9/25/23					
5 Total:		553,492.85							
6	10/2/2023	165,504.62	0.00	10/13/2023	DERB-CNST	contr		No	0
277-277-584009 General Public Improvements				derby street re-construction 8th to 14th/9/26-10/2/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
6 Total:		165,504.62							
Otto Baum Co Inc Total:		718,997.47							
Pace Analytical Services									
10473									
i9570243	9/30/2023	797.60	0.00	10/13/2023				No	0
231-031-561300 Testing Fees And Expenses				copper testing					
i9570243 Total:		797.60							
Pace Analytical Services To		797.60							
Parkside Athletics									
10470									
10012023	10/1/2023	500.00	0.00	10/13/2023				No	0
695-095-516700 Wellness Program				50% parkside membership					
10012023 Total:		500.00							
Parkside Athletics Total:		500.00							
PDQ.com									
14366									
1164eobb0002	10/2/2023	16,200.00	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				PDQ MDM 3 year maintenance renewal 10/9/23-10/9/26					
1164eobb0002 Total:		16,200.00							
PDQ.com Total:		16,200.00							
Pekin Park District									
10487									
09302023	9/30/2023	550.55	0.00	10/13/2023				No	0

AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-068-550100 Utilities				50% of riverfront utilities 8/3-9/15/23					
09302023 Total:		550.55							
Pekin Park District Total:		550.55							
Pekin Police Premium Trust 11610									
66	9/18/2023	132,387.57	0.00	10/13/2023				No	0
695-095-517509 Police BCBS Health Ins Plan				10/2023 police premium					
66 Total:		132,387.57							
Pekin Police Premium Trus		132,387.57							
Phillips, Bethany 14478									
expense 9/23	9/28/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to dunlap 9/28/23					
expense 9/23 Total:		26.00							
expense 9/30	9/30/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to bloomington 9/30/23					
expense 9/30 Total:		26.00							
Phillips, Bethany Total:		52.00							
Pointcore Inc 13986									
5322	5/31/2023	1,050.00	0.00	10/13/2023				No	0
100-034-538000 Maintenance Agreements				life pac maintenance					
5322 Total:		1,050.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Pointcore Inc Total:		1,050.00							
Professional Benefit Administrator									
13864									
132305	9/19/2023	1,240.00	0.00	10/13/2023				No	0
695-095-569000 Other Contractual Service				run out claims 08/2023					
132305 Total:		1,240.00							
Professional Benefit Admin		1,240.00							
Puritan Springs Water									
10766									
*** 1523786	9/28/2023	61.68	0.00	10/13/2023				No	0
100-990-569000 Other Contractual Service				water delivered to city hall 9/28/23					
1523786 Total:		61.68							
Puritan Springs Water Tota		61.68							
Rabe, Justin									
10530									
expense-1023	10/9/2023	75.00	0.00	10/13/2023				No	0
100-761-519000 Training And Education				ICS 300/400 police training 10/23-10/27/23					
expense-1023 Total:		75.00							
Rabe, Justin Total:		75.00							
Radi-Link, Inc.									
15051									
109221	8/22/2023	67,435.20	0.00	10/13/2023				No	0
501-501-555000 Radio Expense				new radios w/install on buses resolution 36-23/24					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	109221 Total:	67,435.20							
	Radi-Link, Inc. Total:	67,435.20							
Ragan Communications Inc 10533									
29338	9/26/2023	110.00	0.00	10/13/2023				No	0
100-034-555000 Radio Expense				radio repairs					
	29338 Total:	110.00							
29378	9/28/2023	1,248.65	0.00	10/13/2023				No	0
100-761-555000 Radio Expense				monthly smr charges 9/30-10/30/23					
	29378 Total:	1,248.65							
29380	9/28/2023	763.88	0.00	10/13/2023				No	0
100-034-555000 Radio Expense				monthly smr 9/30-10/30/23					
	29380 Total:	763.88							
	Ragan Communications In	2,122.53							
Rainbo Oil Co 10534									
9162523	9/22/2023	598.54	0.00	10/13/2023				No	0
699-069-556100 Gasoline/diesel Fuel				kerosene and def bulk					
	9162523 Total:	598.54							
	Rainbo Oil Co Total:	598.54							
Ray O'Herron Co Inc 10539									
2296394	9/22/2023	2,790.48	0.00	10/13/2023				No	0
100-761-554300 Tools & Uniforms				new hire badges					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2296394 Total:	2,790.48							
2297069	9/26/2023	146.25	0.00	10/13/2023				No	0
100-761-554300 Tools & Uniforms				new hire uniforms					
	2297069 Total:	146.25							
2297270	9/27/2023	215.97	0.00	10/13/2023				No	0
100-761-554300 Tools & Uniforms				new hire uniforms					
	2297270 Total:	215.97							
	Ray O'Herron Co Inc Total	3,152.70							
Roanoke Concrete Products									
10553									
234517	9/15/2023	386.25	0.00	10/13/2023				No	0
231-033-564100 Drainage Improvements				flowable fill for catch basin repiar					
	234517 Total:	386.25							
234818	9/20/2023	513.13	0.00	10/13/2023				No	0
231-033-564100 Drainage Improvements				4000# concrete white rock for catch basin repairs					
	234818 Total:	513.13							
	Roanoke Concrete Product	899.38							
Rotramel, Lauria									
14735									
expense 9/23	9/26/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to normal 9/26/23					
	expense 9/23 Total:	26.00							
	Rotramel, Lauria Total:	26.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Schertz, Christy 13362									
expense-0923	9/19/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to metamora 9/19/23					
expense-0923 Total:		26.00							
Schertz, Christy Total:		26.00							
Schwartz Electric 10579									
18075	9/21/2023	567.34	0.00	10/13/2023				No	0
100-761-587100 Office Equipment & Furniture				electrical work in chiefs offices					
18075 Total:		567.34							
18095	9/28/2023	4,633.65	0.00	10/13/2023				No	0
100-032-569000 Other Contractual Service				julie locates 9/13-9/26/23					
18095 Total:		4,633.65							
Schwartz Electric Total:		5,200.99							
Screen Graphics 11875									
3663	7/2/2023	4,750.00	0.00	10/13/2023				No	0
223-023-551000 Printing And Publications				decals with new garbage truck information					
3663 Total:		4,750.00							
Screen Graphics Total:		4,750.00							
Seico Inc 10587									
57188	9/27/2023	4,340.91	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				panic buttons and troubleshoot badge readers					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	57188 Total:	4,340.91							
57254	9/28/2023	156.25	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				diebold deal drawer not working					
	57254 Total:	156.25							
	Seico Inc Total:	4,497.16							
Shaw, Tina 14561									
*** expense 0923	9/30/2023	26.00	0.00	10/13/2023				No	0
501-501-554200 Meals/Lodging				charter to bloomington 9/30/23					
	expense 0923 Total:	26.00							
	Shaw, Tina Total:	26.00							
Sherwin Industries, Inc. 14721									
ss100082	9/27/2023	7,245.37	0.00	10/13/2023				No	0
100-032-535000 Material And Hauling				crack sealer					
	ss100082 Total:	7,245.37							
	Sherwin Industries, Inc. To	7,245.37							
SHI International Corp 12297									
b17382307	9/19/2023	11,177.00	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				project maintenance/fortinet					
	b17382307 Total:	11,177.00							
b17394868	9/21/2023	2,379.00	0.00	10/13/2023				No	0
100-009-599802 Computer Hardware				3 laptops/records					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
b17394868 Total:		2,379.00							
SHI International Corp Tot		13,556.00							
Simmons Little Johnnies 11541									
42165	9/28/2023	400.00	0.00	10/13/2023				No	0
208-208-560500 Consulting Services				for downtown event					
42165 Total:		400.00							
Simmons Little Johnnies T		400.00							
Smith, Adam 11543									
expense-0923	9/29/2023	150.00	0.00	10/13/2023				No	0
695-095-516700 Wellness Program				50% gym reimbursement					
expense-0923 Total:		150.00							
Smith, Adam Total:		150.00							
Stanard & Associates, Inc. 11656									
sa0000055612	9/29/2023	450.00	0.00	10/13/2023				No	0
100-990-590900 Police And Fire Commission				pre employment exam JS					
sa0000055612 Total:		450.00							
Stanard & Associates, Inc.		450.00							
Standard Heating & Cooling 13042									
sd23954	9/14/2023	1,872.66	0.00	10/13/2023				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					northside fire station fuses and pressure control				
sd23954 Total:		1,872.66							
Standard Heating & Coolin		1,872.66							
Street Cop Training, LLC 14778									
inv106024	10/4/2023	299.00	0.00	10/13/2023				No	0
100-761-519000 Training And Education					training class for TB				
inv106024 Total:		299.00							
Street Cop Training, LLC T		299.00							
Surety One Inc 15042									
09152023	9/15/2023	200.00	0.00	10/13/2023				No	0
100-761-599000 Miscellaneous					surety bond for flock cameras 11/2023-11/2024				
09152023 Total:		200.00							
Surety One Inc Total:		200.00							
T Shirt House 10628									
00265	9/21/2023	390.00	0.00	10/13/2023				No	0
100-764-554300 Uniforms And Tools					records uniforms				
00265 Total:		390.00							
T Shirt House Total:		390.00							
Tazewell County Asphalt Co. Inc. 11264									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
20110013405	6/15/2023	1,640.03	0.00	10/13/2023				No	0
240-240-535000 Material And Hauling				bituminous surface for street repair					
20110013405 Total:		1,640.03							
20110013854	9/15/2023	11,525.51	0.00	10/13/2023				No	0
240-240-535000 Material And Hauling				bituminous surface for street repair					
20110013854 Total:		11,525.51							
Tazewell County Asphalt C		13,165.54							
Tazewell County Recorder 11172									
10052023	10/5/2023	47.40	0.00	10/13/2023				No	0
231-029-593300 Lien Filing Fee				release 1 waste water lien					
10052023 Total:		47.40							
Tazewell County Recorder		47.40							
The Economic Development Group, LTD 13450									
*** 09062023	9/6/2023	15,214.41	0.00	10/13/2023				No	0
270-270-560500 Consulting Services				pekin east residential TIF district					
09062023 Total:		15,214.41							
*** 09062023-1	9/6/2023	15,864.23	0.00	10/13/2023				No	0
270-270-560500 Consulting Services				pekin south residential TIF district					
09062023-1 Total:		15,864.23							
10062023	10/6/2023	1,861.20	0.00	10/13/2023				No	0
275-275-560500 Consulting Services				EDG court st TIF 3rd quarter 2023					
10062023 Total:		1,861.20							
10062023-2	10/6/2023	786.20	0.00	10/13/2023				No	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
273-273-560500 Consulting Services				EDG SIPCA TIF 3rd quarter 2023					
10062023-2 Total:		786.20							
10062023-3	10/6/2023	1,123.20	0.00	10/13/2023				No	0
270-270-560500 Consulting Services				EDG 3rd quarter 2023 CBD TIF					
10062023-3 Total:		1,123.20							
10062023-4	10/6/2023	930.60	0.00	10/13/2023				No	0
277-277-560500 Consulting Services				EDG 3rd quarter 2023 BDD TIF					
10062023-4 Total:		930.60							
The Economic Developme		35,779.84							
Thomson Reuters 12771									
848778981	8/1/2023	279.75	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				clear-law for july 2023					
848778981 Total:		279.75							
849059637	10/1/2023	279.75	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				clear-law for september 2023					
849059637 Total:		279.75							
948900063	9/1/2023	279.75	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				clear-law for august 2023					
948900063 Total:		279.75							
Thomson Reuters Total:		839.25							
Topless Tree Service 14332									
2509	9/21/2023	2,175.00	0.00	10/13/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed tree at 1200 caroline					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2509 Total:	2,175.00							
2510	9/22/2023	1,850.00	0.00	10/13/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed tree at 1224 caroline					
	2510 Total:	1,850.00							
2515	9/27/2023	1,425.00	0.00	10/13/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed tree at 1223 caroline					
	2515 Total:	1,425.00							
2517	9/27/2023	1,350.00	0.00	10/13/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed tree stump at 1200 caroline					
	2517 Total:	1,350.00							
2518	9/27/2023	540.00	0.00	10/13/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed tree stump at 1224 caroline					
	2518 Total:	540.00							
2529	10/3/2023	540.00	0.00	10/13/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed stump at 1509 bacon					
	2529 Total:	540.00							
2530	10/3/2023	648.00	0.00	10/13/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed stump at 907 hamilton					
	2530 Total:	648.00							
2533	10/6/2023	3,975.00	0.00	10/13/2023				No	0
100-032-536000	Tree Removal / Replacemen			removed tree at 1417 state st					
	2533 Total:	3,975.00							
	Topless Tree Service Total:	12,503.00							

Truck Centers Inc

AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

*** means this invoice number is a duplicate.

Page 67

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10664									
f14041190501	9/20/2023	178.99	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				metal tube for sw13					
f14041190501 Total:		178.99							
f14041199001	9/20/2023	172.21	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				sensor pressure for sw15					
f14041199001 Total:		172.21							
f14041199401	9/21/2023	162.99	0.00	10/13/2023				No	0
223-023-534000 Automotive Expense				a/c hose for sw13					
f14041199401 Total:		162.99							
f14041210501	9/21/2023	141.99	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				tube for sw13					
f14041210501 Total:		141.99							
f14041212701	9/20/2023	-178.99	0.00	10/13/2023				No	0
100-032-534000 Automotive Expense				returned metal tube for sw13					
f14041212701 Total:		-178.99							
Truck Centers Inc Total:		477.19							
Turner Door Inc									
13460									
1	9/29/2023	24,100.00	0.00	10/13/2023				No	0
275-275-591200 Developer Agreement Payments				turner door TIF reimbursement					
1 Total:		24,100.00							
Turner Door Inc Total:		24,100.00							
Uftwing Auto Group									
10829									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
164290fow	9/20/2023	1,869.52	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				gear assembly fox for rescue 2					
164290fow Total:		1,869.52							
cm164290fow	9/22/2023	-225.00	0.00	10/13/2023				No	0
100-034-534000 Automotive Expense				core return					
cm164290fow Total:		-225.00							
Uftring Auto Group Total:		1,644.52							
United Ready Mix Inc 11485									
57761	9/30/2023	420.00	0.00	10/13/2023				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repair Broadway and 12th					
57761 Total:		420.00							
United Ready Mix Inc Tota		420.00							
Unity Point Health 13528									
5110in2497	9/14/2023	77.85	0.00	10/13/2023				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
5110in2497 Total:		77.85							
5110in2500	9/19/2023	398.39	0.00	10/13/2023				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
5110in2500 Total:		398.39							
Unity Point Health Total:		476.24							
University of Illinois 11803									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
upi11908	9/21/2023	525.00	0.00	10/13/2023				No	0
100-761-519000 Training And Education				training class for CV					
upi11908 Total:		525.00							
upi1909	9/21/2023	525.00	0.00	10/13/2023				No	0
100-761-519000 Training And Education				training class for DW					
upi1909 Total:		525.00							
University of Illinois Total:		1,050.00							
US Bank Equipment Finance									
13878									
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-001-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-006-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-032-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-034-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-761-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-763-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-763-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-764-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
100-990-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	620.48	0.00	10/13/2023				No	0
501-501-524000 Lease/rental Of Equipment				copier lease 10/30/23					
*** 512251745	10/30/2023	127.71	0.00	10/13/2023				No	0
699-069-524000 Lease/rental Of Equipment				copier lease 10/30/23					
512251745 Total:		1,897.58							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	US Bank Equipment Finan	1,897.58							
USABluebook 10674 inv00136637	9/18/2023	187.24	0.00	10/13/2023				No	0
231-031-561300 Testing Fees And Expenses				swivel dipper for samples					
	inv00136637 Total:	187.24							
	USABluebook Total:	187.24							
Vercara, LLC 14954 36952	8/31/2023	203.30	0.00	10/13/2023				No	0
100-009-538000 Maintenance Agreements				DNS service for august 2023					
	36952 Total:	203.30							
	Vercara, LLC Total:	203.30							
Verizon 14122 9945154402	9/23/2023	1,153.43	0.00	10/13/2023				No	0
100-009-550300 Telephone				cellular for fire and wwtp 8/24-9/23/23					
	9945154402 Total:	1,153.43							
	Verizon Total:	1,153.43							
Verizon Connect Nwf, Inc 12701 *** 100000092174	10/2/2023	1,455.05	0.00	10/13/2023				No	0
100-009-529500 AVL Equipment				AVL city vehicles 10/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100000092174 Total:		1,455.05							
322000047527	9/5/2023	1,455.05	0.00	10/13/2023				No	0
100-009-529500 AVL Equipment				AVL city vehicles 08/21/23					
322000047527 Total:		1,455.05							
Verizon Connect Nwf, Inc		2,910.10							
Vicary, Cody 14597									
*** expense-0923	9/29/2023	45.51	0.00	10/13/2023				No	0
100-761-519000 Training And Education				fuel during training reimbursement					
expense-0923 Total:		45.51							
Vicary, Cody Total:		45.51							
Visa (business) 11433									
*** 3994-0923	9/24/2023	2.00	0.00	10/13/2023				No	0
100-001-519000 Training And Education				parking during meeting JD					
*** 3994-0923	9/24/2023	500.00	0.00	10/13/2023				No	0
100-004-519000 Training And Education				2023 mci academy for deputy clerk					
*** 3994-0923	9/24/2023	529.75	0.00	10/13/2023				No	0
100-068-584009 General Public Improvements				bearutification awards					
*** 3994-0923	9/24/2023	310.00	0.00	10/13/2023				No	0
100-761-519000 Training And Education				IML conference registration for JD					
*** 3994-0923	9/24/2023	175.00	0.00	10/13/2023				No	0
100-761-519000 Training And Education				training registration for JM					
*** 3994-0923	9/24/2023	395.50	0.00	10/13/2023				No	0
100-761-519000 Training And Education				training registration for CV					
*** 3994-0923	9/24/2023	395.50	0.00	10/13/2023				No	0
100-761-519000 Training And Education				training registration for DW					
*** 3994-0923	9/24/2023	-395.50	0.00	10/13/2023				No	0
100-761-519000 Training And Education				hotel for training credit					
*** 3994-0923	9/24/2023	-395.50	0.00	10/13/2023				No	0

AP-To Be Paid Proof List (10/11/2023 - 11:14 AM)

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Page 72

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-761-519000 Training And Education				hotel for training credit					
*** 3994-0923	9/24/2023	126.54	0.00	10/13/2023				No	0
100-761-519000 Training And Education				hotel for training					
*** 3994-0923	9/24/2023	46.56	0.00	10/13/2023				No	0
100-761-519000 Training And Education				fuel for training					
*** 3994-0923	9/24/2023	179.35	0.00	10/13/2023				No	0
100-761-529000 Equipment				patrol receipt paper					
*** 3994-0923	9/24/2023	5.00	0.00	10/13/2023				No	0
100-761-529000 Equipment				FAA drone registration					
*** 3994-0923	9/24/2023	154.40	0.00	10/13/2023				No	0
100-761-534000 Automotive Expense				squad license plate renewal					
*** 3994-0923	9/24/2023	310.00	0.00	10/13/2023				No	0
100-761-551600 Dues And Subscriptions				IML conference registratiion for CH					
*** 3994-0923	9/24/2023	52.44	0.00	10/13/2023				No	0
100-761-551600 Dues And Subscriptions				been verified monthly charges					
*** 3994-0923	9/24/2023	180.00	0.00	10/13/2023				No	0
100-761-592604 Emergency Services Team				CIERT equipment					
*** 3994-0923	9/24/2023	339.99	0.00	10/13/2023				No	0
100-761-592604 Emergency Services Team				CIERT equipment					
*** 3994-0923	9/24/2023	139.12	0.00	10/13/2023				No	0
100-761-599000 Miscellaneous				bus ticket for homeless man to ohio					
*** 3994-0923	9/24/2023	546.39	0.00	10/13/2023				No	0
100-764-551000 Printing And Publications				envelopes for records					
*** 3994-0923	9/24/2023	734.10	0.00	10/13/2023				No	0
100-764-554300 Uniforms And Tools				uniforms for records					
3994-0923 Total:		4,330.64							
*** 5388-0924	9/24/2023	51.74	0.00	10/13/2023				No	0
100-034-551000 Printing And Publications				fliers for new hire testing					
*** 5388-0924	9/24/2023	114.79	0.00	10/13/2023				No	0
100-034-556100 Gasoline/diesel Fuel				fuel for L1 while taking for repairs					
*** 5388-0924	9/24/2023	112.75	0.00	10/13/2023				No	0
100-034-556100 Gasoline/diesel Fuel				fuel for city vehicle in wisconsin/new truck build visit					
*** 5388-0924	9/24/2023	24.97	0.00	10/13/2023				No	0
100-034-556100 Gasoline/diesel Fuel				fuel for city vehicle in wisconsin/new truck build visit					
*** 5388-0924	9/24/2023	25.57	0.00	10/13/2023				No	0
100-034-556100 Gasoline/diesel Fuel				fuel for city vehicle in wisconsin/new truck build visit					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	5388-0924 Total:	329.82							
*** 8944-0923	9/24/2023	42.00	0.00	10/13/2023				No	0
501-501-557200 License And Inspection Fees				school bus permit fees					
*** 8944-0923	9/24/2023	30.00	0.00	10/13/2023				No	0
501-501-599000 Miscellaneous				toll fee for 1 pass/bus dept					
	8944-0923 Total:	72.00							
	Visa (business) Total:	4,732.46							
Volk, Christin 14872									
expense-0923	9/27/2023	50.00	0.00	10/13/2023				No	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
	expense-0923 Total:	50.00							
	Volk, Christin Total:	50.00							
Washburn, Wesley 13481									
expense-1023	10/9/2023	339.25	0.00	10/13/2023				No	0
100-761-519000 Training And Education				SWAT refresher 10/22-10/27/23					
	expense-1023 Total:	339.25							
	Washburn, Wesley Total:	339.25							
Waste Management 12524									
323513820700	9/18/2023	3,850.51	0.00	10/13/2023				No	0
231-031-536400 Sludge Removal				sludge dumpster 9/1-9/14/23					
	323513820700 Total:	3,850.51							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
323654320700	10/2/2023	8,099.46	0.00	10/13/2023				No	0
231-031-536400 Sludge Removal				sludge dumpster 9/15-9/29/23					
323654320700 Total:		8,099.46							
Waste Management Total:		11,949.97							
Wayne Litwiller Excavating Inc									
10695									
81932	9/5/2023	23,150.00	0.00	10/13/2023				No	0
100-766-536100 Property Cleanup Fees				house demo and cleanup at 312 woodland 9/5/23					
81932 Total:		23,150.00							
Wayne Litwiller Excavatin		23,150.00							
Wiegand Liners Inc									
13543									
8530	8/24/2023	3,007.00	0.00	10/13/2023				No	0
231-031-534000 Automotive Expense				bed liner installed in dump truck					
8530 Total:		3,007.00							
Wiegand Liners Inc Total:		3,007.00							
Willmert, Brian									
12133									
expense-1023	10/9/2023	75.00	0.00	10/13/2023				No	0
100-763-519000 Training And Education				ICS 300/400 training 10/23-10/27/23					
expense-1023 Total:		75.00							
Willmert, Brian Total:		75.00							
Wolfe, Drew									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
15024									
*** expense-1023	10/9/2023	241.54	0.00	10/13/2023				No	0
100-761-519000 Training And Education				drug id, paraphernalia and motor vehicle stop 10/19-10/20/2					
expense-1023 Total:		241.54							
Wolfe, Drew Total:		241.54							
Wright and Sons Painting									
15054									
895	10/9/2023	22,000.00	0.00	10/13/2023				No	0
100-068-534200 Buildings And Grounds Rep				blasting/terminal painting at airport					
895 Total:		22,000.00							
Wright and Sons Painting T		22,000.00							
Report Total:		2,245,699.72							



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Robert Grogan, Finance Consultant

AGENDA ITEM: Ordinance No. 4120-23/24 Amending Chapter 5, Article I, Division 4 of the Pekin City Code Regarding Video Gaming Terminal Fees

DESCRIPTION: The amended ordinance will create an exception to the \$1,000 Video Gaming Terminal Fees for non-for-profit organizations and governmental entities. To our knowledge there are 7 locations with 30 terminals that might fall under this exemption. If enacted the procedure would be to require an establishment to provide a copy of an IRS tax exemption letter (or equivalent) to have this fee waived. The rationale for this proposal is that examination of the revenues generated for establishments with gaming terminals indicates while for many they are highly profitable, there are a handful of others that make a relatively small amount of profit a year and our \$1k fee would negate the benefits to them. This proposal in large part eliminates that outcome, while minimizing financial loss to the City.

FINANCIAL IMPACT:

Reduction is less than \$30,000 in annual income to the City. Note that we budgeted \$220,000 and \$200,000 for the 2023 and 2024 budgets respectively. Currently there are 228 machines across 41 establishments. Current Budget policy divides this revenue 60/40 between the Fire Pension and the Police Pension.

Requested Amount: FY23-\$30,000, FY24 -\$30,000
Line Item: 100-004-421500
Budgeted Amount: FY23 \$220,000, FY24 \$200,000

REVIEWED BY:

Katherine Swise, City Attorney
Robert Grogan, Finance Consultant
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/7/2023
Approved - 11/8/2023
Approved - 11/8/2023
Final Approval - 11/10/2023

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE I, DIVISION 4 OF THE PEKIN CITY CODE REGARDING VIDEO GAMING TERMINAL FEES

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

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

WHEREAS, on February 14, 2022, the City Council adopted Ordinance No. 3048-21/22 assessing a fee of \$1,000 per video gaming terminal per year against the terminal operator; and

WHEREAS, the Ordinance further authorized terminal operators to seek contribution of a portion of the fee from the licensed establishment in which the video gaming terminal is located, in accordance with State law; and

WHEREAS, the City Council desires to eliminate the fee assessed by Ordinance No. 3048-21/22 as to video gaming terminals located in a licensed establishment owned or operated by a not-for-profit or governmental entity; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and businesses to adopt the amendments set forth herein.

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. Chapter 5, Article I, Division 4, Section 6-4 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strikethrough~~):

Sec. 5-1-4-6-4. - Fee; revenue.

(a) Fee imposed. A fee of \$1,000.00 per video gaming terminal per year, or any fraction thereof, shall be assessed by the City against the terminal operator for any video gaming terminal registered within the City as required by Section 5-1-4-6-3 above. A terminal operator may seek contribution of a portion of the fee from the establishment in which the video gaming terminal is located if and to the extent permitted by state law.

(b) Exceptions. No fee shall be imposed pursuant to this section on any video gaming terminal located in a licensed establishment that is owned or operated by a not-for-profit entity or governmental organization.

(c) Revenue. All revenue received pursuant to this Section shall be directed to the public safety pension funds with such proceeds being split in the following manner:

- Sixty percent to the fire pension fund.
- Forty percent to the police pension fund.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Trent Reeise, Fire Chief

AGENDA ITEM: Resolution No. 78-23/24 Approving Purchase of Cardiac Monitors, Airway Management Equipment, and EMS Supplies for the Pekin Fire Department

DESCRIPTION: The Pekin Fire Department is requesting to purchase two LifePak 15 generation 4 cardiac monitors through consortium bidding group Savvik, of which the Pekin Fire Department and the Illinois Firefighters Association are members.

With the exception of one, all of the current LifePak cardiac monitors that are in use were purchased in 2013. The department currently has no spare units, and due to the age of units, there is a concern that technology (parts) will not be available if a computer board fails. The current model is generation 1, which is considered end of life by the manufacturer. Models become end of life at 10 years. No new parts are available for the generation 1 model. Any failure in the unit should be considered a critical failure to the piece of equipment.

The department has planned to replace these monitors slowly over the course of several financial years through the capital budget. This is a continuation of phasing replacements. All accessories such as cables, cords, cases, etc. from current models are interchangeable with the new models.

Due to delays in production, expected delivery upon ordering is 8-10 months.

This purchase will allow for the replacement of two frontline monitors. The monitors coming off the front line will be utilized on reserve apparatus or as spares.

In addition to the cardiac monitors, several other pieces of medical supplies and equipment are included in the proposed purchase. Many of the additional items are needed for the functionality of the monitors, including power cables, sensors, etc. The remaining items proposed include airway management tools and other various cardiopulmonary medical equipment.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$117,857.20

Line Item: 261-321-446100

Budgeted Amount: \$180,525

Remaining Funds: \$180,525

Notes:

REVIEWED BY:

Trent Reeise, Fire Chief
Tina Hauk, CDBG Program Manager
Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/6/2023
Approved - 11/6/2023
Approved - 11/7/2023
Approved - 11/7/2023
Approved - 11/8/2023
Final Approval - 11/8/2023

Resolution No. 78-23/24 Approving Purchase of Cardiac Monitors, Airway Management Equipment, and EMS Supplies for the Pekin Fire Department

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 Pekin Fire Department is in need of new cardiac monitors, the current monitors being near their end of life, together with associated supplies, and airway management tools and cardiopulmonary medical equipment related to COVID-19 epidemic responses; and

WHEREAS, the Pekin Fire Department is seeing an increasing number of respiratory emergencies and such equipment will assist paramedics and EMTs in responding to and treating such respiratory emergencies; and

WHEREAS, the Pekin Fire Department obtained Quotes from Stryker Medical, Mercury Medical, and McKesson Medical for the purchase of 2 LifePak15 ECG Monitors, 3 Laerdal LCSU4 suction units, and 1 AirTraQ Video-guided Laryngoscope, together with associated supplies, through the Department's consortium bidding group, copies of which are attached hereto as **Exhibit A**, for a total of \$117,857.20; and

WHEREAS, the City Council finds that it is in the best interests of the City to purchase the cardiac monitors and associated supplies and equipment set forth in the attached **Exhibit A**.

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

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

Section 2. The purchase of 2 LifePak15 ECG Monitors, 3 Laerdal LCSU4 suction units, and 1 AirTraQ Video-guided Laryngoscope, and associated supplies as set forth in the quotes attached hereto as **Exhibit A**, is hereby approved. The Mayor or City Manager and City Clerk are authorized and directed to execute and attest any documents necessary to complete said purchase.

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

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 13th day of November, 2023.

Mayor

ATTEST:

City Clerk



City of Pekin
FIRE DEPARTMENT



10/4/2023

PURCHASE OF CARDIAC MONITORS

This proposal is to purchase 2 LifePak15 ECG Monitors (add associated supplies), 3 Laerdal LCSU4 suction units, and 1 AirTraq Video-guided Laryngoscope (and associated supplies).

The Pekin Fire Department is seeking funds to purchase the items listed in Quote #10789093 from Stryker Medical, Quote # EST19515 from Mercury Medical, and Quote #146707419 from McKesson Medical for the purchase of equipment related to COVID-19 epidemic responses, as these can be life-threatening respiratory emergencies. COVID-19 is one of many illnesses that affects the respiratory system, which make airway management and ventilatory support and monitoring a primary concern of Emergency Medical Service personnel. Paramedics now use state of the art technology to monitor not only the heart of a seriously sick or injured person, but also levels of oxygen that are carried by the hemoglobin, and carbon dioxide that is exhaled after an exchange of gasses that takes place in lungs of a sick or injured patient. This information allows Paramedics and EMTs to make decisions about patient care that can greatly improve outcomes, as well as assisting in the diagnosis and treatment of all types of respiratory emergencies. Each day, emergency responders respond to various respiratory related conditions (including COVID-19) that have various underlying causes. These conditions have vastly different treatment protocols and can be difficult to diagnose and differentiate without this technology. The equipment listed in the Stryker Medical Quote #10789093 is for cardiac/respiratory monitors that contain this technology.

In severe cases, some patient's with COVID-19 are complicated and end up in respiratory failure. The equipment in the Quote # EST19515 from Mercury Medical and the Quote #146707419 from McKesson Medical are items that assist in the management of an airway, specifically the insertion of an endotracheal tube, which is the accepted standard both in pre-hospital and hospital environments for long-term airway management and ventilation support. These items will be of great assistance to the Pekin Fire Department in our increasing number of respiratory emergencies that we respond to each day.

ATTACHED: Quote #10789093 (Stryker Medical)
Quote #EST19515 (Mercury Medical)
Quote #146707419 (McKesson Medical)10/4/2023



Pekin FD LP15s

Quote Number: 10789093

Version: 1

Prepared For: PEKIN FIRE DEPT

Attn:

Rep: David Lee

Email: david.lee1@stryker.com

Phone Number: 217-414-7232

Service Rep: Nick Hans

Email: nick.hans@stryker.com

Quote Date: 10/03/2023

Expiration Date: 10/26/2023

Contract Start: 09/26/2023

Contract End: 09/25/2024

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	2	\$39,039.43	\$78,078.86
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	PCE	2	\$0.00	\$0.02
3.0	11140-000098	LP15 AC Power Adapter (power cord not included)	PCE	3	\$1,624.50	\$4,873.50
4.0	11140-000015	AC power cord	PCE	1	\$78.75	\$78.75
5.0	11140-000080	Extension Cable (5ft 3 in)	PCE	3	\$302.25	\$906.75
6.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	8	\$454.50	\$3,636.00
7.0	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	PCE	2	\$644.25	\$1,288.50
8.0	11141-000115	REDI-CHARGE Base (power cord not included)	PCE	1	\$1,516.50	\$1,516.50
9.0	11140-000052	LP15 REDI-CHARGE Adapter Tray	PCE	1	\$205.50	\$205.50
10.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	PCE	15	\$708.75	\$10,631.25
11.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	8	\$21.75	\$174.00
12.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	8	\$24.75	\$198.00
13.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	8	\$34.50	\$276.00
14.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	8	\$48.75	\$390.00
15.0	MVAO	Microstream Advance oral/nasal filter line adult, w/O2 tubing	PK	4	\$327.75	\$1,311.00
16.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	3	\$324.00	\$972.00
17.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	3	\$58.50	\$175.50



Pekin FD LP15s

Quote Number: 10789093
Version: 1
Prepared For: PEKIN FIRE DEPT
Attn:

Rep: David Lee
Email: david.lee1@stryker.com
Phone Number: 217-414-7232

Service Rep: Nick Hans
Email: nick.hans@stryker.com

Quote Date: 10/03/2023
Expiration Date: 10/26/2023
Contract Start: 09/26/2023
Contract End: 09/25/2024

#	Product	Description	U/M	Qty	Sell Price	Total
18.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	3	\$83.25	\$249.75
19.0	11111-000018	ECG Cable, 12-Lead, 5ft. - Trunk cable with AHA limb leads	PCE	2	\$370.50	\$741.00
20.0	11111-000022	ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	PCE	2	\$149.25	\$298.50
21.0	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	PCE	2	\$375.00	\$750.00
22.0	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	PK	30	\$21.00	\$630.00
23.0	11171-000037	Masimo RC Patient Cable, 4 FT. For use with M-LNCS and Rainbow Patient Sensors.	PCE	4	\$226.50	\$906.00
24.0	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	PCE	10	\$39.75	\$397.50
25.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PCE	10	\$42.00	\$420.00
26.0	11171-000040	Masimo M-LNCSediatric Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	PK	4	\$358.50	\$1,434.00
Equipment Total:						\$110,538.88

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$2,140.37
Grand Total:	\$112,679.25

Prices: In effect for 30 days
Terms: Net 30 Days



Pekin FD LP15s

Quote Number:	10789093	Rep:	David Lee
Version:	1	Email:	david.lee1@stryker.com
Prepared For:	PEKIN FIRE DEPT	Phone Number:	217-414-7232
Attn:		Service Rep:	Nick Hans
		Email:	nick.hans@stryker.com
Quote Date:	10/03/2023		
Expiration Date:	10/26/2023		
Contract Start:	09/26/2023		
Contract End:	09/25/2024		

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at www.stryker.com/stnc.



Working Cart #146707419

Items:2

Total:\$2,685.18

Account #58723615
PEKIN FIRE DEPARTMENT
3232 COURT ST
PEKIN, IL 61554-6209

Ship To #58723616
PEKIN FIRE DEPARTMENT
3232 COURT ST
PEKIN, IL 61554-6209

PO	Date	Created By
10022023SA	10/03/2023	SGAMSTUTZ

Line	Item #	Description	Mfr	Mfr #	Stock	UOM	Price	Qty	Total
1	816777	PUMP, SUCTION 300ML	LAERDAL MEDICAL	880061	Non-Stock	EA	\$620.57	3	\$1,861.71
Delivery typically takes 2-4 weeks.									
2	978033	BATTERY, F/LCSU3 SUCT UNIT	LAERDAL MEDICAL	886113	Non-Stock	EA	\$136.90	6	\$821.40
Delivery typically takes 2-4 weeks.									



Quote

#EST19515

9/27/2023

Mercury Medical
11300 49th Street North
Clearwater FL 33762-4807
United States

Customer Service Phone # 1-800-835-6633
Customer Service Email uscustomerservice@mercurymed.com

Bill To

Pekin Fire Department
3232 Court Street
ATTN: Accounts Payable
Pekin IL 61554
United States

Ship To

City of Pekin
3232 Court Street
Pekin IL 61554
United States

Terms

Net 30

Shipment Transportation
Terms

Shipping Method

Expires

12/26/2023

Account Number:120669

Sales Specialist	Phone Number	Email
Stormy Grinnell - Sales Specialist	Office Phone:(630) 432-1466	sgrinnell@mercurymed.com
Jim Pasquale - Inside Sales Specialist	Office Phone:(727) 573-4978	jpasquale@mercurymed.com

Quantity	Units	Item	Rate	Amount
1	Ea	LDA390 Airtraq A390 WiFi Camera (On Its Own) Small Hard Case, Silicone Cover, USB	\$900.00	\$900.00
6	Pkg	LDA011 Airtraq SP Regular Size 3 Blue Color for E/T Tube 7.0 - 8.5 mm 2/package	\$79.00	\$474.00
6	Pkg	LDA021 Airtraq SP Small Size 2 Green Color For E/T Tube 6.0 - 7.5 mm 2/Package	\$79.00	\$474.00
4	Pkg	LDA031 Airtraq SP Pediatric Size 1 Purple Color for E/T Tube 4.0 - 5.5 mm 2/Package	\$79.00	\$316.00
4	Pkg	LDA041 Airtraq SP Infant Size 0 Grey Color for E/T Tube 2.5-3.5 mm 2/Package	\$79.00	\$316.00
1	Ea	Shipping Charge for Quote		\$14.84

Subtotal \$2,494.84

Tax Total (%) \$0.00

Total \$2,494.84

The above prices do not include applicable freight.



Please review your Quotes carefully, as prices may have recently changed.



Eagle County Health Service District, dba Eagle County Paramedic Services

Public Safety Association Inc.

North Central EMS Corporation, dba Savvik Buying Group

56 33rd Ave S, PMB 344, St. Cloud, MN 56301

888-603-4426 • 320-295-7098 (fax)

office@savvik.org

www.savvik.org

www.publicsafetyassociation.org

To Whom It May Concern:

The Public Safety Association Inc. a Minnesota non-profit corporation based in St. Cloud, Minnesota. PSAI's mission is to provide a mechanism to achieve cost reductions for its members, which currently includes over 12,000 EMS agencies in 50 states and several provinces. In collaboration with our lead public bidding agency, Eagle County Health Service District, PSAI creates specifications for public safety products and supplies, which Eagle County Health Service District uses to bid and write cooperative contracts. These cooperative contracts are marketed exclusively through the Savvik Buying Group nationwide. Members of PSAI and Savvik Buying Group are eligible to access these cooperative contracts.

Generally, Minnesota law allows PSAI and Savvik Buying Group municipal members to purchase products and services through PSAI cooperative contracts only if PSAI complies with competitive bidding procedures when awarding those contracts. *See Minn. Stat. §471.345, subd. 10.* It also allows PSAI to award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts. Accordingly, to serve both the PSAI and Savvik Buying Group municipal members, PSAI follows Minnesota competitive bidding requirements found in Minnesota Statutes, Sections 412.311 and 471.345.

Specifically, this process includes:

1. At least 10 days before a bid submission deadline, PSAI advertises the request for bids
 - a. (RFB). The notice states the basic facts regarding the RFB, including where to obtain RFB documents.
2. Sealed bids must arrive at the PSAI office on a specific date and time selected by PSAI in accordance with the 30-day period after the first publication in the local newspaper.
3. A public bid opening is conducted by PSAI executive staff and Eagle County staff.
4. A committee of Eagle County staff and PSAI executive staff reviews the bids and selects the lowest responsible and responsive bids for awards. PSAI strives to provide its members with quality products and services at the industry's best prices.
5. The bid review committee recommends one or more bids for approval and awards contract(s)
6. If you have any further questions, please contact the PSAI or Savvik Buying Group office.

February 2023

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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Group Association Partners



(<https://www.savvik.com/contact-savvik-buying-group-2-2/>)

Savvik has given back over \$2.5 Million to our Group Association Partners. (<https://www.savvik.com/contact-savvik-buying-group-2-2/>)

Savvik Buying Group is affiliated with regional, state and national associations. If you are part of them, you are part of us!

To find out more about how to become a group association with Savvik, and for more information about our Revenue Share opportunities, click the icon to contact us!

Our current Group Association Partners are:

- Ambulance Association of Pennsylvania
- American Ambulance Association
- Bayfield-Ashland Counties EMS Council, WI
- California Ambulance Association
- COTS
- Columbus Medical Association
- EMS Association of Colorado
- Fire Chiefs' Association of Massachusetts
- Firefighters Association of the State of New York
- Florida Ambulance Association
- Florida Association of EMS Educators
- Florida Association of Rural EMS Providers
- Georgia EMS Association
- Illinois Firefighter's Association
- Illinois State Ambulance Association
- Indiana EMS Association
- Indiana Volunteer Firefighters Association
- International Association of Flight And Critical Care Paramedics
- Jefferson Physician Organization, LLC
- Kansas EMS Association
- Kentucky Ambulance Providers Association

- Louisiana Rural Ambulance Alliance
- Maine Ambulance Association
- Massachusetts Ambulance Association
- Medical Transportation Association of New Jersey
- Michigan Association of Ambulance Services
- Minnesota Ambulance Association
- Minnesota State Fire Department Association

Hello! How can I help you?



- Mississippians for EMS
- Missouri EMS Association
- Montana Emergency Medical Services Association
- National Assoc of Emergency Medical Technicians
- National EMS Management Association
- Nebraska EMS Association
- Nebraska State Volunteer Firefighters Association
- New York State Vol. Ambulance & Rescue Assn
- North Carolina Association of Rescue & E.M.S.
- North Dakota EMS Association

- Ohio Ambulance and Medical Transportation Association
- Ohio State Firefighters' Association
- Oklahoma EMT Association
- Professional Ambulance Association of Wisconsin
- Rural Nebraska Regional Ambulance Network
- South Carolina EMS Association
- South Carolina State Firefighters Association
- South Dakota EMS Association
- Southeast Arizona EMS Council
- Southern Alleghenies EMS Council
- State Firefighters' and Fire Marshals' Association of Texas
- Tennessee Ambulance Service Association
- Texas Ambulance Association
- United NY Ambulance Network
- Washington Ambulance Association
- Washington State Fire Fighters' Association
- Wisconsin EMS Association
- Wisconsin State Firefighters Association
- Wyoming EMS Association

Group Association Membership Guidelines (<https://www.savvik.com/wp-content/uploads/Savvik-Buying-Group-Group-Membership-Guidelines.pdf>)

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Hello! How can I help you?

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Group Associations (<https://www.savvik.com/group-association-partners/>)
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**Eagle County Health Service District, dba Eagle County Paramedic Services
Public Safety Association Inc.
North Central EMS Corporation, dba Savvik Buying Group**

To Whom It May Concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States.

These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

Conflicts of Interest

The term “conflict of interest” describes any circumstance that would cast doubt on an employee’s ability to act with complete objectivity with regard to the District’s interests. The District wants our employees not only to be loyal to the District, but wants that loyalty to come easily and free from any conflicting interest. Consequently, each employee has a duty to avoid financial, business or other relationships which might be opposed to the interest of the District or might cause a conflict with the performance of their duties. Employees should conduct themselves in a manner that avoids even the appearance of conflict between their personal interest and those of the District. A conflict of interest situation may arise in a number of ways. Examples include the following:

- Employment by a competitor, regardless of the nature of the employment, while employed by the District.
- Acceptance of gifts, payments, or services, beyond standard business courtesies, from those seeking to do business with the District.
- Placement of business with a firm owned or controlled by an employee or his/her family.
- Ownership of or substantial interest in a District which is a competitor or supplier.
- Acting as a consultant to a customer or supplier.

Apparent conflicts of interest can easily arise. Any employee who feels that he or she may have a conflict of interest situation, either actual or potential, should report the matter to his or her supervisor. It is the responsibility of the supervisor to ensure that a Manager is made aware of any such report.

Problem/Conflict Resolution

The District has a continuing goal of maintaining a work environment where problems and misunderstandings concerning work will be minimal. When a problem or misunderstanding does arise, employees are urged to follow steps below in the prescribed order. If the employee is uncomfortable following the steps below, or is unable to resolve the issue, they may contact Human Resources at any time.

- An individual having a problem shall first attempt to discuss it with the parties involved. The vast majority of conflicts can be resolved in this manner.
- If the matter is not satisfactorily resolved at step one, the employee shall discuss it with his/her immediate supervisor.
- If the matter is not satisfactorily resolved at step two, the employee may sign a written statement and present it to the appropriate manager or the CEO/COO/CFO.
- The CEO has final say in all problem resolution matters.

**Eagle County Health Service District, dba Eagle County Paramedic Services
Public Safety Association Inc.
North Central EMS Corporation, dba Savvik Buying Group**

To Whom It May Concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States.

These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

Colorado law allows Eagle County to bid products and services through cooperative contracts only if Eagle County complies with competitive bidding procedures when awarding those contracts. See Colorado Stat. §24-110-101. Eagle County may also award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts See Colorado Stat. §24-110-102.

Specifically, the Eagle County process includes:

1. At least 30 days before a bid submission deadline, PSAI on behalf of Eagle County advertises the request for bids.
 - a. (RFB). The notice states the basic facts regarding the RFB, including where to obtain RFB documents.
2. Sealed bids must arrive at the designated location on a specific date and time selected by Eagle County in accordance with the 30-day period after the first publication in the local newspaper.
3. A public bid opening is conducted by Eagle County and PSAI.
4. A committee reviews the bids and selects the lowest responsible and responsive bids for awards.
5. The bid review committee recommends one or more bids for approval and awards contract(s)
6. If you have any further questions, please contact the PSAI office below.



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: John Dossey, Interim City Manager

AGENDA ITEM: Resolution No. 79-23/24 Sponsorship for the Pekin Insurance Holiday Tournament

DESCRIPTION: Pekin Insurance and the Pekin Community High School will be hosting the 58th annual Holiday Tournament. This event will take place on December 26th, 27th, and 28th. The Pekin Insurance Holiday Tournament is one of the longest running high school tournaments in the state of Illinois, featuring hundreds of future college basketball players, and a handful of future NBA players. The tournament will have 16 teams from across the State of Illinois participating. The tournament committee encourages teams from outside of the area to stay in Pekin hotels and utilize local restaurants. Organizers advised that last year at least three teams utilized our hotels for a total of 90 hotel stays. The City of Pekin benefits from the influx of people into town through not only the hotel / motel usage, but also sales tax from shopping, restaurants, motor fuel, etc. This matter was presented to the Tourism Committee, who recommended approval to move this to council for approval of a \$5,000 sponsorship.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$5,000
Line Item: 208-208-597700
Budgeted Amount: \$74,000
Remaining Funds: \$55,000
Notes:

REVIEWED BY:

Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/7/2023
Approved - 11/8/2023
Approved - 11/8/2023
Final Approval - 11/8/2023

Resolution No. 79-23/24 Sponsorship for the Pekin Insurance Holiday Tournament

WHEREAS, the 58th annual Pekin Insurance Holiday Basketball Tournament will take place on December 26th - 28th, 2023 at Pekin Community High School; and

WHEREAS, the Pekin Insurance Holiday Basketball Tournament is one of the longest running high school tournaments in the State of Illinois and will feature 16 teams from across the state; and

WHEREAS, the tournament brings hundreds of basketball players, together with family and fans, to the City of Pekin, and all tournament attendees are encouraged by tournament organizers to stay in Pekin hotels and patron local restaurants; and

WHEREAS, the funding request from the City will be used to sponsor the tournament, with the goal of furthering tournament attendance and experience, and ultimately to further tourism within the City of Pekin.

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

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

Section 2. The City shall allocate a sponsorship amount of \$5,000 from the City's Tourism Fund to support the 2023 Pekin Insurance Holiday Basketball Tournament.

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

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 13th day of November, 2023.

ATTEST:

Mayor

City Clerk

Sponsorship Levels

\$2,500

10 PA Announcements
Score Table at Tournament
8 Tournament Passes
Hospitality Room Passes
4 Tournament Pullovers
4 Tournament T-Shirts

\$1,000

Score Table at Tournament
4 Tournament Passes
Hospitality Room Passes
2 Tournament Pullovers

\$500

2 Parking Passes
Program Recognition
1 Tournament Pullover

\$300

1 Parking Passes
Program Recognition

\$150

1 Parking Passes
Program Recognition

PROGRAM RECOGNITION VIA SPONSORS
HAWKINS.GYM.COM & IN HAWKINS GYM
MEMBERSHIP PERKS FOR THESE
LEVELS RECEIVED BY NOVEMBER 1

We hope you will be able to join our Tournament Sponsorship Team. If you are a high school basketball fan, this is the place to be during the holidays. The Pekin Insurance Holiday Tournament is one of the oldest basketball tournaments in the state of Illinois.

Your generous support allows the Tournament to continue its proud tradition in the future, not to mention showcasing great high school basketball teams from all across the state for three straight days!

You can review our membership levels below. Please contact us at (309) 477-4233 if you have any questions or would like to participate in our sponsorship opportunities.

Regardless of your decision, come out and see the best high school basketball in the area for three days in one location.

Sponsorship Levels

CHAMPION*

\$5,000

Logo on Website Front Page | 30 PA Announcements
Company Ad on LED Score Table at Tournament
Logo on Tournament T-Shirts
Mentioned on Radio Spots
12 Tournament Passes | 6 Parking Passes
12 Hospitality Room Passes | Program Recognition
6 Tournament Pullovers | 15 Tournament T-Shirts

(continued inside)



**ATHLETIC DEPARTMENT
PEKIN COMMUNITY HIGH SCHOOL**

1903 Court Street • Pekin, IL 61554
Phone: (309) 477-4233 • Fax: (309) 477-4372

COLE STONER, Athletic Director/Tournament Director
cstoner@pekinhigh.net

NEAL STIMPET, Chairman, Tournament Committee
neals@theatlantanationalbank.com | (309) 241-2167

October 2023

Dear Friends of the Pekin Insurance Holiday Tournament,

Pekin Insurance and Pekin Community High School proudly present the 58th Pekin Insurance Holiday Tournament on December 27, 28, and 29. Being played the week between Christmas and New Years, the tournament has featured some of the top high school basketball teams from across the state. This year, 16 teams from across the entire state of Illinois will compete for the championship. In previous tournaments, Central Illinois has seen 11 future NBA players, including 3-time NBA Champion and 2015 NBA Finals MVP Andre Iguodala.

During the COVID-19 pandemic in 2020, we were the only holiday tournament held in Illinois when we hosted a "Virtual Pekin Insurance Holiday Tournament" on our Facebook page that reached almost 40,000 people as United Township defeated Pekin in the championship round.

We have exciting news! We're looking for sponsors to participate in this year's premier high school basketball tournament. Your generosity helps improve the tournament for the teams, players, fans, and the community.

The Pekin Insurance Holiday Tournament offers a wide range of perks in return for your generous sponsorship. You can review the multiple sponsorship levels available, along with perks associated with each level, in the attached brochure.

To make a contribution, you can:

- 1) Fill out the form on the brochure and mail to the address provided or
- 2) Call (309) 477-4233

The Pekin Insurance Holiday Tournament values each and every sponsor. Your contribution will help us continue to bring quality basketball and support to our community. Thank you for your consideration in supporting one of the oldest basketball tournaments in the state of Illinois!

Sincerely,

The Pekin Insurance Holiday Tournament Committee



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Dean Schneider, Public Works Director

AGENDA ITEM: Resolution No. 80-23/24 Award City Hall HVAC Controls to IX Controls

DESCRIPTION: This contract is to upgrade our failing control system throughout City Hall. In the past two years, we have at least twenty service calls that are control driven. Most of the building controls are out dated and can no longer be repaired. Two quotes were received from IX Controls and Environmental Control Solutions, with IX Controls providing the lower quote. IX Controls already knows our system, and staff recommends award.

FINANCIAL IMPACT:

Requested Amount: \$53,200
Line Item: 100-068-534200
Budgeted Amount: \$350,000.00
Remaining Funds: \$57,273.40
Notes:

REVIEWED BY:

Katherine Swise, City Attorney	Approved - 11/7/2023
Josie Esker, City Engineer	Approved - 11/8/2023
Robert Grogan, Finance Consultant	Approved - 11/8/2023
John Dossey, Interim City Manager	Approved - 11/8/2023
Sue McMillan, City Clerk	Final Approval - 11/9/2023

Resolution No. 80-23/24 Award City Hall HVAC Controls to IX Controls

WHEREAS, Pekin City Hall's building controls are failing, out of date, and can no longer be repaired; and

WHEREAS, after soliciting bids, the City received a quote from IX Controls for a replacement control system at a cost of \$53,200.

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

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

Section 2. The quote from IX Controls set forth in the attached **Exhibit A** is hereby approved. The Mayor and/or Interim City Manager and City Clerk are authorized and directed to execute and attest any documents necessary to complete said purchase.

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

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 13th day of November, 2023.

ATTEST: _____ Mayor

City Clerk



14100 W Glasford Canton Rd
Glasford, IL 61533
(309) 648-8838

Dean Schneider
City of Pekin
111 S Capitol St.
Pekin, IL 61554

NC1023-001
October 3, 2023

We are pleased to offer for your consideration the following:

- Replace all remaining Alerton VAV controllers and sensors with KMC Bacnet controllers and sensors. The space sensor will display the room's temperature and a set point adjustment. The existing valves and actuators will not be replaced.
- Balance airflow at each VAV.
- Update the graphics system for the new controllers.

Quote.....\$53,200.00

By
Nathan Clay

Note: The above price does not include replacement of the existing hot water valve or actuator. If found defective, it can be replaced for an additional cost.

ALL APPLICABLE TAXES, PERMITS, ADDITIONAL INSURANCE, BONDS AND SHIPPING CHARGES ARE NOT REFLECTED IN QUOTED AMOUNT
ALL QUOTES ARE SUBJECT TO CREDIT APPROVAL PRIOR TO START UP OF PROJECT OR DELIVERY OF EQUIPMENT.
COMPANY PURCHASE ORDERS MUST REFER TO OUR QUOTES TERMS & CONDITIONS. TERMS: INSTALLATION QUOTES 35% UPON ORDER, 35% UPON RECEIPT OF MATERIAL AND PROGRESS BILLING TILL COMPLETION.
SERVICE QUOTES TIME & MATERIAL NET. 15 DAYS.
EQUIPMENT ONLY QUOTES 50% UPON ORDER, 50% UPON RECEIPT OF MATERIAL. PAST DUE BALANCES ARE SUBJECT TO A 1.5% PER MONTH FINANCE CHARGE. ALL COSTS INCURRED TO COLLECT, INCLUDING REASONABLE ATTORNEYS FEES, WILL BE THE RESPONSIBILITY OF THE APPLICANT COMPANY. QUOTES CANCELED AFTER EQUIPMENT HAS BEEN ORDERED WILL INCUR A 25% RESTOCKING FEE.
THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS FROM THE PROPOSAL DATE OR IS THEN SUBJECT TO REVIEW

ACCEPTED BY: _____ DATE: _____
QUOTE IS GOOD FOR 30 DAYS FROM THE DATE PROPOSED

September 7, 2023

To: Dean Schneider
City of Pekin

Project: Pekin City Hall Controls Upgrade

Offer of Services:

On the behalf of Automated Logic Corporation, Environmental Control Solutions Incorporated (or ECSI) is pleased to offer for your consideration the design, installation, programming, commissioning, and warranty of the temperature control installation shown on the project drawings and specifications.

Scope of work:

CHW System (Typical of 1)

- Furnish and install an Automated Logic controller capable of monitoring and controlling the CHW water system.
- Furnish and install two temperature sensors.
- Interface system pumps.
- Furnish and install the temperature control devices needed to meet the specified sequence of operation.

WebCTRL Building Automation System

- Furnish and install latest version of the WebCTRL software and tools.
- ECSI will provide the specified Owners Instruction on the operation of the WebCTRL® building automation system.

Network Communications

- ECSI will supply and install a BACnet Building Controller required for the BACnet Advanced Application Controllers described in this transmittal to communicate with the WebCTRL® building automation system; the B-BC will be installed in a lockable NEMA 1 enclosure.
- ECSI will supply for installation by others the required high-speed communications network.

Scope of Work Price:

Price \$9,700.00

Budget Scope of work:

Existing VAV AHU's (Typical of 2)

- Furnish and install an Automated Logic controller capable of monitoring and controlling the HW water system.
- Furnish and install new static pressure sensor.
- Furnish and install a new temperature/humidity sensor in the return duct.
- Furnish and install a new temperature sensor in the supply duct.
- Furnish and install a CT on the supply fan for status.
- Furnish and install the temperature control devices needed to meet the specified sequence of operation.

VAV's (Typical of 60)

- Furnish and install an Automated Logic controller capable of monitoring and controlling the VAV.
- Furnish and install an Automated Logic room sensor.
- Reuse existing HW control valve.
- Furnish and install a new temperature sensor for discharge air monitoring.
- Furnish and install the temperature control devices needed to meet the specified sequence of operation.

WebCTRL Building Automation System (Existing)

- Furnish and install latest version of the WebCTRL software and tools.
- ECSI will provide the specified Owners Instruction on the operation of the WebCTRL® building automation system.

Network Communications

- ECSI will supply and install a BACnet Building Controller required for the BACnet Advanced Application Controllers described in this transmittal to communicate with the WebCTRL® building automation system; the B-BC will be installed in a lockable NEMA 1 enclosure.
- ECSI will supply for installation by others the required high-speed communications network.

Budget Scope of Work Price:

Price \$93,200.00

Exclusions:

1. Any equipment not specifically noted as being supplied by ECSI.
2. Any painting or patching.
3. Bid Bond.
4. Performance/Payment Bond.

Please direct all inquiries of this proposal to:

Steven C. Sours

Business Development Manager - **Environmental Control Solutions, Inc.**
ssours@ecsi-alc.com Email / (309)683.5253 Desk / (309)713.1800 Fax



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Robert Grogan, Finance Consultant

AGENDA ITEM: Resolution No. 81-23/24 Approving Increase in City Credit Card Account

DESCRIPTION: Currently, the City has an overall credit card limit of \$30,000 with Morton Community Bank. There are four current holders of cards, but the practice has been that these cards get handed around to other individuals that need to make a credit card purchase. This is not an ideal practice. The best practice is that individuals that have a business need to make regular purchases with a credit card have their own credit card which they are responsible for and held accountable if there is misuse. The City has controls in place that requires receipts, descriptions, and general ledger account numbers for each charged item. Those controls will not change. If any individual does not follow the City's credit card policy they will face disciplinary actions. Where it used to be credit card transactions were needed on a more emergency basis, now much of the economy is moving towards credit cards are the only method of payment. It should also be noted this doesn't increase the number of user of a City credit card because the employees have been using one, they just weren't a named holder of a card. The City recently changed from an account that awarded it points to one that now gives us cash back. With the increase in number of holders the City needs to raise the overall combined credit card account limit. The bank requires that an increase in limit be authorized by the City Council. Staff is requesting the limit be increased to \$120,000

FINANCIAL IMPACT:

Notes: This will not increase direct cost nor liability, but should reduce risk and increase efficiency.

REVIEWED BY:

Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/8/2023
Final Approval - 11/8/2023

Resolution No. 81-23/24 Approving Increase in City Credit Card Account

WHEREAS, the City currently has its credit card account with Morton Community Bank with an overall limit of \$30,000; and

WHEREAS, as time passes, more of the City's vendors require payment via credit card; and

WHEREAS, the City looks to implement stronger internal controls as it relates to credit card usage by increasing the number of individual holders of city-issued credit cards; and

WHEREAS, these changes necessitate an increase in the overall credit account limit; and

WHEREAS, Morton Community Bank requires any increase in overall limit be approved by the City Council.

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

Section 1. The City Council authorizes the increase of the overall credit card account limit with Morton Community Bank to \$120,000.

Section 2. The Mayor and/or Interim City Manager and/or Finance Director are authorized to execute such documents and take such actions as necessary in furtherance of this Resolution.

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

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this 13th day of November, 2023.

ATTEST: _____ Mayor

City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Ordinance No. 4123-23/24 Providing for and Approving the First Amendment to the Pekin East Residential TIF District Redevelopment Project Area, Plan and Projects

DESCRIPTION: On September 25, 2023 the City approved a Redevelopment Plan and Project, a Project Area and TIF Financing District. The City now needs to amend the Pekin East Residential TIF District by removing 3 parcels described from the Redevelopment Project Area PIN 05-05-20-100-001 and 08-05-17-300-001 which are not in the corporate boundaries.

FINANCIAL IMPACT:

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

REVIEWED BY:

Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/7/2023
Approved - 11/8/2023
Final Approval - 11/8/2023

ORDINANCE NO. 4123-23/24

CITY OF PEKIN, ILLINOIS

**AN ORDINANCE PROVIDING FOR AND
APPROVING THE FIRST AMENDMENT TO THE
PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT PROJECT AREA, PLAN & PROJECTS**

**ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
ON THE 13TH DAY OF NOVEMBER, 2023.**

ORDINANCE NO. 4123-23/24

CITY OF PEKIN, ILLINOIS

AN ORDINANCE PROVIDING FOR AND APPROVING THE FIRST AMENDMENT TO THE PEKIN EAST RESIDENTIAL TIF DISTRICT REDEVELOPMENT PROJECT AREA, PLAN AND PROJECTS

WHEREAS, on September 25, 2023 the City of Pekin, Tazewell County, Illinois (“City”), an Illinois Home-Rule Municipality, by its duly elected Mayor and City Council hereto approved a Redevelopment Plan and Projects; designated a Redevelopment Project Area; and adopted Tax Increment Financing pursuant to Illinois Revised Statutes Chapter 24, Division 11-74.4-1 *et. seq.* (now 65 ILCS 5/11-74.4-1) (the “Act”) for the “*Pekin East Residential Tax Increment Financing (TIF) District*”; and

WHEREAS, the City now desires to amend the Redevelopment Project Area, Plan and Projects (“First Amendment”) for the Pekin East Residential TIF District pursuant to the TIF Act, by removing the parcels described in **Exhibit A** from the Redevelopment Project Area; and

WHEREAS, the First Amendment does not add additional parcels of property to the Redevelopment Project Area; affect the general land uses established pursuant to the Redevelopment Plan; substantially change the nature of the Redevelopment Projects; increase the total estimated Redevelopment Project Costs set out in the Redevelopment Plan; add additional Redevelopment Project Costs to the itemized list of redevelopment project costs set out in the Redevelopment Plan; or increase the number of inhabited residential units to be displaced from the Redevelopment Project Area to a total of more than 10, as measured from the time of creation of the Area; and

WHEREAS, the Redevelopment Project Area for the Pekin East Residential TIF District is hereby amended to remove the parcels described in **Exhibit A** and the Area as amended is described in the Amended Legal Description (**Exhibit B**) and shown in the Amended Boundary Map (**Exhibit C**); and

WHEREAS, the First Amendment is consistent with the Plan and Projects and has been reviewed by the Mayor and the City Council is generally informed of this Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, TAZEVELL COUNTY, ILLINOIS:

1. The recitals set forth in the preamble to this Ordinance are hereby incorporated by reference as if fully set forth herein.
2. The Redevelopment Project Area for the Pekin East Residential TIF District Redevelopment Project Area is hereby amended to remove the parcels described in **Exhibit A**.
3. The Amended Legal Description (**Exhibit B**) and Amended Boundary Map (**Exhibit C**) attached hereto are hereby approved.
4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall take effect upon its passage as required by law.
5. All ordinances and parts of ordinances in conflict herewith are repealed.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois, pursuant to its home-rule authority, on the 13th day of November, A.D., 2023, and deposited and filed in the Office of the City Clerk of said City on that date.

MAYOR AND CITY COUNCIL	AYE	NAY	ABSTAIN	ABSENT	RECUSE
John Abel					
Becky Cloyd					
Lloyd Orrick					
Dave Nutter					
Rick Hilst					
Karen Hohimer					
Mary Burrese, Mayor					
TOTAL VOTES:					

APPROVED:

ATTEST:

Mayor

City Clerk

EXHIBITS (ATTACHED):

EXHIBIT A: PEKIN EAST RESIDENTIAL TIF DISTRICT PARCELS REMOVED BY FIRST AMENDMENT

EXHIBIT B: PEKIN EAST RESIDENTIAL TIF DISTRICT AMENDED LEGAL DESCRIPTION

EXHIBIT C: PEKIN EAST RESIDENTIAL TIF DISTRICT AMENDED BOUNDARY MAP

EXHIBIT A

PEKIN EAST RESIDENTIAL TIF DISTRICT PARCELS REMOVED BY FIRST AMENDMENT

LEGAL DESCRIPTION:

PARCEL 1:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, EXCEPTING THEREFROM A TRACT OF LAND CONTAINING 0.50 ACRES MORE OR LESS CONVEYED BY DEED OF DEDICATION TO THE PEOPLE OF THE STATE OF ILLINOIS, RECORDED IN VOLUME 171, PAGE 342 OF THE TAZEWELL COUNTY RECORDER OF DEEDS.

PARCEL 2:

AN EASEMENT FOR INGRESS TO AND FROM THE REAL ESTATE DESCRIBED IN PARCEL 1 ABOVE AND TO AND FROM COLE HOLLOW ROAD ACROSS THE SOUTHERLY 17.5 FEET MORE OR LESS OF THE FOLLOWING TWO TRACTS: THE WEST ½ OF THE SOUTHEAST 1/4 AND THE EAST ½ OF THE SOUTHWEST 1/4, ALL IN SECTION 17, TOWNSHIP 25 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

PARCEL 3:

AN EASEMENT FOR INGRESS TO AND FROM THE REAL ESTATE DESCRIBED IN PARCEL 1 ABOVE AND TO AND FROM COLE HOLLOW ROAD ACROSS THE NORTHERLY 17.5 FEET MORE OR LESS OF THE FOLLOWING TWO TRACTS: THE WEST ½ OF THE NORTHEAST 1/4 AND THE EAST ½ OF THE NORTHWEST 1/4, ALL IN SECTION 20, TOWNSHIP 25 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

PERMANENT TAX INDEX NO. 05-05-20-100-001 AND 08-05-17-300-001

EXHIBIT B

PEKIN EAST RESIDENTIAL TIF DISTRICT FIRST AMENDMENT AMENDED LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN PARK RIDGE ESTATES SECTION 2, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE BROADWAY STREET; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 2, TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 2, TO THE WEST LINE OF LOT 1 IN SAID PARK RIDGE ESTATES SECTION 2; THENCE NORTH, ALONG THE SAID WEST LINE OF LOT 1, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGH POINT LANE; THENCE NORTHWESTERLY, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGH POINT LANE, AND AROUND THE CUL-DE-SAC, TO THE NORTHERLY RIGHT-OF-WAY LINE, OF HIGH POINT LANE; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF HIGH POINT LANE, TO THE NORTHERLY LINE OF PARK RIDGE LANE; THENCE EASTERLY, ALONG THE SAID NORTHERLY LINE OF PARK RIDGE LANE, TO THE WESTERLY LINE OF LOT 3 IN PARK RIDGE ESTATES, EXTENDED NORTHERLY; THENCE SOUTHEASTERLY, ALONG THE SAID EXTENDED, WESTERLY LINE OF LOT 3, TO THE SOUTHERLY LINE OF SAID LOT 3; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 3, TO THE EAST LINE OF SAID LOT 3; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 3, AND THE WEST LINE OF BROADMOOR HEIGHTS SECTION 2, TO THE SOUTHEAST CORNER OF LOT 15 IN SAID BROADMOOR HEIGHTS SECTION 2; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 15, EXTENDED TO THE WEST RIGHT-OF-WAY LINE OF CEDAR STREET; THENCE NORTH, ALONG THE SAID WEST LINE OF CEDAR STREET, EXTENDED NORTH, TO THE NORTHEAST CORNER OF LOT 56 IN SAID BROADMOOR HEIGHTS SECTION 2; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 56, AND LOT 57 IN SAID BROADMOOR HEIGHTS SECTION 2, TO THE EAST LINE OF BROADMOOR HEIGHTS SECTION 10, THENCE NORTH, ALONG THE SAID EAST LINE OF BROADMOOR HEIGHTS SECTION 10, TO THE NORTHEAST CORNER OF SAID BROADMOOR HEIGHTS SECTION 10; THENCE WEST, ALONG THE NORTH LINE OF SAID BROADMOOR HEIGHTS SECTION 10, TO THE EAST LINE OF LICK CREEK MANOR SUBDIVISION EXTENSION 1; THENCE NORTH, ALONG THE SAID EAST LINE OF LICK CREEK MANOR SUBDIVISION EXTENSION 1, TO THE SOUTHEAST CORNER OF LOT 113 IN SAID LICK CREEK MANOR SUBDIVISION EXTENSION 1; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 113, TO THE WEST LINE OF SAID LOT 113; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 113, TO THE NORTH LINE OF SAID LOT 113; THENCE EAST, ALONG THE SAID NORTH LINE OF SAID LOT 113, TO THE NORTHEAST CORNER OF SAID LOT 113, SAID POINT ALSO BEING THE SOUTHERN MOST POINT OF OUTLOT D IN SAID LICK CREEK MANOR SUBDIVISION EXTENSION 1; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID OUTLOT D, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BIRCH STREET; THENCE NORTHEASTERLY, ALONG THE SAID SOUTHERLY LINE OF BIRCH STREET, TO THE NORTHEAST CORNER OF SAID OUTLOT D, SAID POINT ON PARCEL A-3 IN SECTION 36, TOWNSHIP 25 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST AND NORTH, ALONG THE WEST LINE OF SAID PARCEL A-3, TO THE NORTH LINE OF SAID PARCEL A-3; THENCE EAST, ALONG THE SAID NORTH LINE OF PARCEL A-3, TO THE SOUTHWEST CORNER OF LOT 12 IN LICK CREEK

MANOR SUBDIVISION, EXTENSION 2; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 12, TO THE NORTHERLY LINE OF SAID LOT 12; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID LOT 12, TO THE EASTERLY LINE OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHERLY LINE OF LOT 13 IN SAID LICK CREEK MANOR SUBDIVISION, EXTENSION 2; THENCE EAST, ALONG THE SOUTH LINE SAID LOT 13, TO THE EAST LINE OF SAID LICK CREEK MANOR SUBDIVISION EXTENSION 2; THENCE NORTH, ALONG THE SAID EAST LINE OF LICK CREEK MANOR SUBDIVISION EXTENSION 2, SAID LINE ALSO BEING ON THE WEST LINE OF SECTION 31, TOWNSHIP 25 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH, ALONG THE SAID WEST LINE OF SECTION 31, AND THE WEST LINE OF SECTION 30 AND SECTION 19 IN SAID TOWNSHIP 25 NORTH, RANGE 4 WEST, TO THE NORTH LINE OF SAID SECTION 19; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION 19, TO THE WEST LINE OF PIN 05-05-18-410-001; THENCE NORTH, ALONG WEST LINE OF SAID PIN 05-05-18-410-001, TO THE NORTH LINE OF SAID PIN 05-05-18-410-001; THENCE EAST, ALONG THE NORTH LINE OF SAID PIN 05-05-18-410-001 AND PIN 05-05-18-410-002, TO THE WEST LINE OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 4 WEST; THENCE SOUTH TO THE NORTH EAST CORNER OF PIN 05-05-19-200-002; THENCE WEST, ALONG THE NORTH LINE OF SAID PIN 05-05-19-200-002, TO THE WEST LINE OF SAID PIN 05-05-19-200-002; THENCE SOUTH, ALONG THE SAID WEST LINE OF PIN 05-05-19-200-002, TO THE NORTH LINE OF PIN 05-05-19-201-001; THENCE WEST, ALONG THE NORTH LINE OF SAID PIN 05-05-19-201-001, TO THE WEST LINE OF PIN 05-05-19-100-001; THENCE SOUTH, ALONG THE SAID PIN 05-05-19-100-001, EXTENDED SOUTH, TO THE SOUTH RIGHT-OF-WAY LINE OF EDGEWATER DRIVE; THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF EDGEWATER DRIVE, TO THE WEST LINE OF PIN 05-05-19-300-004; THENCE SOUTH, ALONG THE SAID WEST LINE OF PIN 05-05-19-300-004, TO THE SOUTH LINE OF SAID PIN; THENCE EAST, ALONG THE SOUTH LINE OF SAID PIN 05-05-19-300-004, TO NORTHERLY LINE OF PIN 05-05-19-300-008; THENCE WESTERLY, ALONG THE NORTHERLY LINE OF SAID PIN 05-05-19-300-008, TO WESTERLY LINE OF SAID PIN; THENCE SOUTHEASTERLY, ALONG THE SAID WESTERLY LINE OF PIN 05-05-19-300-008, TO THE SOUTHERLY MOST POINT OF SAID PIN; THENCE EAST, ALONG A LINE OF PIN 05-05-19-300-009, TO A WEST LINE OF SAID PIN; THENCE SOUTH, ALONG THE SAID WEST LINE OF PIN 05-05-19-300-009 AND PIN 05-05-19-300-007, TO THE SOUTH LINE OF SAID PIN 05-05-19-300-007; THENCE EAST, ALONG THE SOUTH LINE OF SAID PIN 05-05-19-300-007, EXTENDED EAST, TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SAID LINE BEING THE APPROXIMATE CENTERLINE OF MCNAUGHTON PARK ROAD; THENCE SOUTH, ALONG THE SAID EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 AND THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP, 28 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TO THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 30; THENCE EAST, ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30 AND THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 29 TOWNSHIP 29 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TO THE NORTHWEST CORNER OF PIN 05-05-29-300-003; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF SAID PIN 05-05-29-300-003 AND THE WESTERLY LINE OF PIN 05-05-32-200-008, TO THE SOUTH LINE OF SAID PIN 05-05-32-200-008; THENCE EAST, ALONG THE SAID SOUTH LINE OF PIN 05-05-32-200-008, TO THE EASTERLY LINE OF SAID PIN; THENCE NORTHERLY, ALONG THE SAID

EASTERLY LINE OF PIN 05-05-32-200-008 AND 05-05-29-300-003, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE EAST, ALONG THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TO THE EAST LINE OF PIN 05-05-29-300-010; THENCE SOUTH, ALONG THE SAID EAST LINE OF PIN 05-05-29-300-010, 05-05-32-100-009, EXTENDED SOUTH, 05-05-32-200-002, AND 05-05-32-400-006, TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD; THENCE WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF BROADWAY, TO THE EAST LINE OF PIN 05-05-32-400-001; THENCE NORTH, ALONG THE SAID EAST LINE OF PIN 05-05-32-400-001, TO THE NORTH LINE OF SAID PIN; THENCE WEST, ALONG THE NORTH LINE OF PIN 05-05-32-400-001, TO THE WEST LINE OF SAID PIN; THENCE SOUTH, ALONG THE WEST LINE OF SAID PIN 05-05-32-400-001, TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD; THENCE WEST, ALONG THE SAID NORTH LINE OF BROADWAY ROAD, TO THE EAST RIGHT-OF-WAY LINE OF VETERANS DRIVE; THENCE SOUTH, ALONG THE SAID EAST LINE OF VETERANS DRIVE, TO SOUTH RIGHT-OF-WAY LINE OF BROADWAY ROAD; THENCE WEST, ALONG THE SAID SOUTH LINE OF BROADWAY ROAD, TO THE EAST LINE OF PIN 11-11-05-101-005; THENCE SOUTH, ALONG THE SAID EAST LINE OF PIN 11-11-05-101-005, TO THE NORTH LINE OF PIN 11-11-05-101-015; THENCE EAST, ALONG THE SAID NORTH LINE OF PIN 11-11-05-101-015, TO THE WEST RIGHT-OF-WAY LINE OF VETERANS DRIVE; THENCE SOUTH, ALONG THE WEST LINE OF VETERANS DRIVE, TO THE EAST POINT ON A 40 FOOT LONG LINE WHICH IS A JOG IN THE SAID RIGHT-OF-WAY LINE IN LOT 15 IN ESTATES AT LAKEVIEW FINAL PLAT; THENCE EAST, ACROSS VETERANS DRIVE, TO THE EAST RIGHT-OF-WAY LINE OF VETRANS DRIVE; THENCE SOUTH, ALONG THE SAID EAST LINE OF VETERANS DRIVE, TO NORTH LINE OF PIN 11-11-05-100-003, EXTENDED EAST; THENCE WEST, ALONG THE SAID EXTENDED NORTH LINE OF PIN 11-11-05-100-003, TO THE EAST LINE OF CALIFORNIA ROAD; THENCE NORTH, ALONG THE SAID EAST LINE OF CALIFORNIA ROAD, TO THE SOUTH LINE OF LOT 13 IN SAID ESTATES AT LAKEVIEW FINAL PLAT; THENCE EAST, ALONG THE SAID SOUTH LINE OF LOT 13, TO A WESTERLY LINE OF LOT 14 IN SAID ESTATES AT LAKEVIEW FINAL PLAT; THENCE NORTHERLY, ALONG THE SAID WESTERLY LINE OF LOT 14, TO THE SOUTH LINE OF LOT 10 IN SAID ESTATES AT LAKEVIEW FINAL PLAT; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 10, TO THE EAST LINE OF SAID CALIFORNIA ROAD; THENCE NORTH, ALONG THE SAID EAST LINE OF CALIFORNIA ROAD, TO THE NORTH LINE OF LOT 9 IN SAID ESTATES AT LAKEVIEW FINAL PLAT; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 9, TO THE WEST LINE OF LOT 7 IN SAID ESTATES AT LAKEVIEW FINAL PLAT; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 7, TO THE NORTH LINE OF SAID LOT 7; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 7, TO THE EASTERLY LINE OF LOT 3 IN SAID ESTATES AT LAKEVIEW FINAL PLAT; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 7, TO THE SOUTH LINE OF BROADWAY ROAD; THENCE EAST, ALONG THE SAID SOUTH LINE OF BROADWAY ROAD, TO THE WEST LINE OF PIN 05-05-32-300-004, EXTENDED SOUTH; THENCE NORTH, ALONG THE SAID EXTENDED WEST LINE OF PIN 05-05-32-300-004, TO THE SOUTH LINE OF 05-05-32-300-002; THENCE EAST, ALONG THE SOUTH LINE OF SAID PIN, TO THE EAST LINE OF SAID PIN 05-05-32-300-002; THENCE NORTH, ALONG THE EAST LINE OF SAID PIN, TO THE SOUTH LINE OF COUNTRY CLUB ESTATES 6, SUBDIVISION; THENCE EAST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES 6, TO THE WEST RIGHT-OF-WAY LINE OF CALIFORNIA ROAD; THENCE NORTH, ALONG THE SAID WEST LINE OF CALIFORNIA ROAD, TO THE SOUTH

RIGHT-OF-WAY LINE OF SHERIDAN ROAD; THENCE EAST, ALONG THE SAID SOUTH LINE OF SHERIDAN ROAD, TO THE EAST LINE OF PIN 05-05-32-200-001, EXTENDED SOUTH; THENCE NORTH, ALONG THE SAID EXTENDED EAST LINE OF PIN 05-05-32-200-001, TO THE NORTH LINE OF SAID PIN; THENCE WEST, ALONG THE NORTH LINE OF SAID PIN 05-05-32-200-001, TO THE WEST LINE OF SAID PIN; THENCE SOUTH, ALONG THE WEST LINE OF SAID PIN 05-05-32-200-001, TO THE NORTH RIGHT-OF-WAY LINE OF SAID SHERIDAN ROAD; THENCE WEST, ALONG THE SAID NORTH LINE OF SHERIDAN ROAD, TO THE WEST LINE OF PIN 05-05-31-200-007; THENCE NORTH, ALONG THE SAID WEST LINE OF PIN 05-05-31-200-007, TO THE NORTH LINE OF SAID PIN; THENCE EAST, ALONG THE NORTH LINE OF SAID PIN 05-05-31-200-007, TO THE WEST LINE OF PIN 05-05-30-400-012; THENCE NORTH, ALONG THE WEST LINE OF SAID PIN 05-05-30-400-012, TO THE NORTHEAST CORNER OF PIN 05-05-30-400-006; THENCE WEST, ALONG THE NORTH LINE OF SAID PIN 05-05-30-400-006 AND PIN 05-05-30-400-016, TO THE WEST LINE OF SAID PIN 05-05-30-400-016; THENCE SOUTH, ALONG THE WEST LINE OF SAID PIN, TO THE SOUTHEAST CORNER OF PIN 05-05-30-300-001; THENCE WEST, ALONG THE SAID SOUTH LINE OF PIN 05-05-30-300-001, TO THE EAST LINE OF PIN 05-05-31-101-033; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PIN 05-05-31-101-033, TO THE NORTHERN MOST POINT OF PIN 05-05-31-101-042; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY LINE OF SAID PIN 05-05-31-101-042, TO THE EAST LINE OF SAID PIN; THENCE SOUTH, ALONG THE EAST LINE OF SAID PIN 05-05-31-101-042, TO THE NORTH LINE OF PIN 05-05-31-306-015; THENCE EAST, ALONG THE NORTH LINE OF SAID PIN, TO THE WEST LINE OF COUNTRY CLUB ESTATES 4; THENCE SOUTH, ALONG THE SAID WEST LINE OF COUNTRY CLUB ESTATES 4, TO THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES 4; THENCE EAST, ALONG THE SOUTH LINE OF SAID COUNTRY CLUB ESTATES 4, TO THE EAST LINE OF PIN 05-05-31-400-026; THENCE SOUTH ALONG THE SAID EAST LINE OF PIN 05-05-31-400-026, TO THE NORTH LINE OF HICKORY HILLS ESTATES SECTION 2; THENCE WEST, ALONG THE SAID NORTH LINE OF HICKORY HILLS ESTATES SECTION 2, TO THE EAST LINE OF HICKORY HILLS ESTATES SECTION 5; THENCE SOUTH, ALONG THE SAID EAST LINE OF HICKORY HILLS ESTATES SECTION 5, TO THE SOUTH EAST CORNER OF LOT 91 IN SAID HICKORY HILLS ESTATES SECTION 5; THENCE WEST, ALONG THE SOUTH LINE OF LOTS 91-95 TO THE EAST LINE OF LOT 99, ALL IN SAID HICKORY HILLS ESTATES SECTION 5; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 99, TO THE NORTH LINE OF SAID LOT 99; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 99, TO EAST RIGHT-OF-WAY LINE OF DOGWOOD LANE; THENCE SOUTH, ALONG THE SAID EAST LINE OF DOGWOOD LANE, TO THE SOUTH RIGHT-OF-WAY LINE OF BLACK OAK DRIVE; THENCE WEST, ALONG THE SAID SOUTH LINE OF BLACK OAK DRIVE, TO THE EAST LINE OF LOT 47 IN HICKORY HILLS ESTATES SECTION 4; THENCE SOUTH, ALONG THE EAST LINE OF LOT 47-49, TO THE SOUTH LINE OF LOT 49, ALL IN SAID HICKORY HILLS ESTATES SECTION 4; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 49, EXTENDED, TO THE WEST RIGHT-OF-WAY LINE OF IRONWOOD DRIVE; THENCE NORTH, ALONG THE SAID WEST LINE OF IRONWOOD DRIVE, TO THE NORTH LINE OF LOT 66 IN SAID HICKORY HILLS ESTATES SECTION 4; THENCE WEST AND NORTH, ALONG THE NORTH LINE OF SAID LOT 66, TO THE WEST LINE OF SAID HICKORY HILLS ESTATES SECTION 4; THENCE SOUTH, ALONG THE SAID WEST LINE OF HICKORY HILLS ESTATES SECTION 4, TO THE NORTH LINE OF OUTLOT E IN SAID HICKORY HILLS ESTATES SECTION 4; THENCE EAST, ALONG THE NORTH LINE OF SAID OUTLOT E, TO THE EASTERLY LINE OF SAID OUTLOT E; THENCE SOUTHERLY, ALONG THE

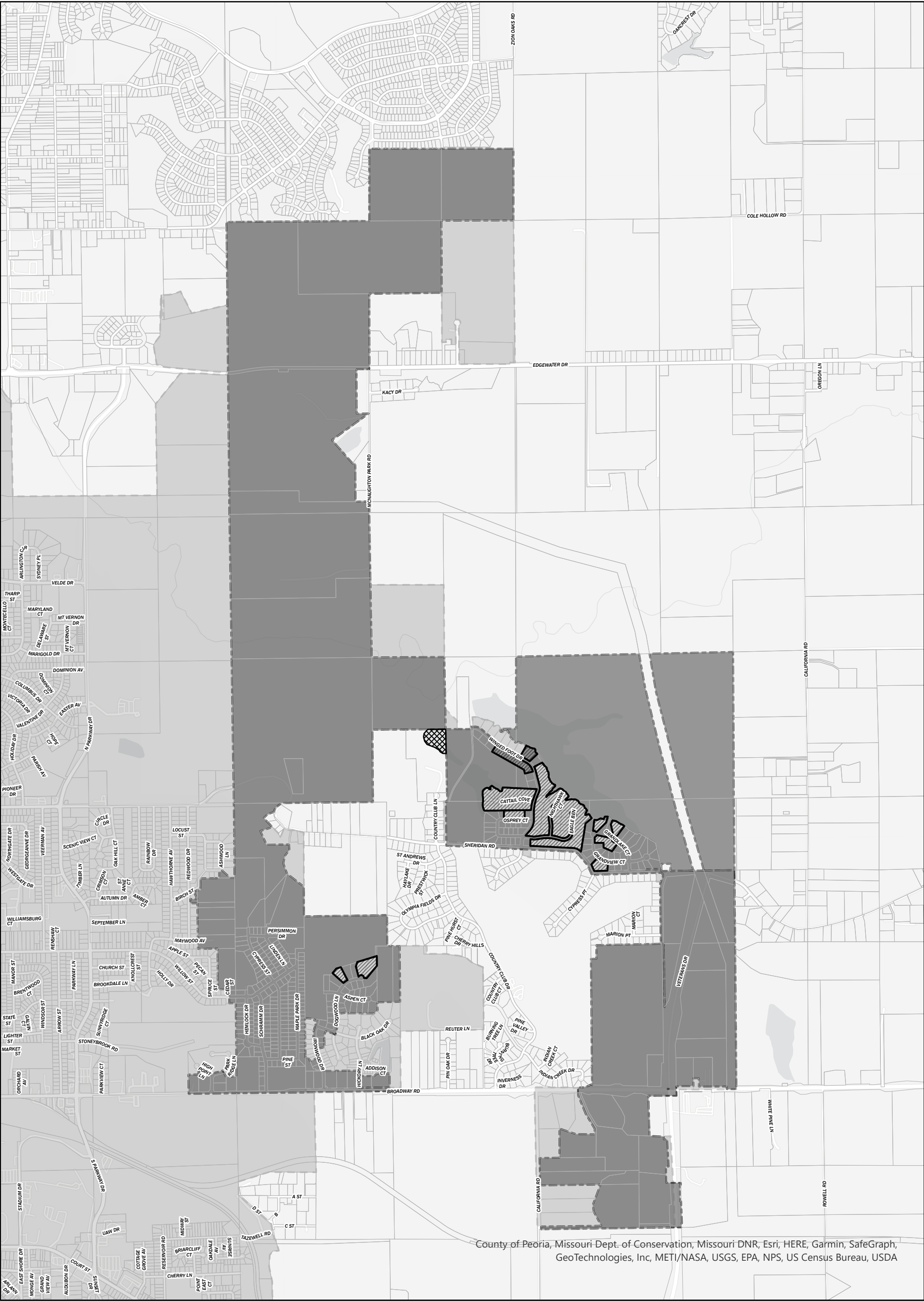
EASTERLY LINE OF SAID OUTLOT E, TO THE NORTHERLY LINE OF LOT 55 D, IN SAID HICKORY HILLS ESTATES SECTION 4; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID LOT 55 D EXTENDED, TO THE EASTERLY RIGHT-OF-WAY LINE OF IRONWOOD DRIVE; THENCE SOUTHERLY, ALONG THE SAID EASTERLY LINE OF IRONWOOD DRIVE, TO NORTH LINE OF LOT 5 IN SAID HICKORY HILLS STATES SECTION 4; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 5, AND THE NORTH LINE OF LOTS 6 AND 7 IN HICKORY HILLS ESTATES SECTION 2, EXTENDED, TO THE EAST RIGHT-OF-WAY LINE OF HICKORY LANE; THENCE SOUTH, ALONG THE SAID EAST LINE OF HICKORY LANE, TO THE NORTH LINE OF OUTLOT D IN HICKORY HILLS ESTATES SECTION 2; THENCE EAST, ALONG THE NORTH LINE OF SAID OUTLOT D, AND THE NORTH LINE OF LOT 2 IN HICKORY HILLS SEATES SECTION 1, TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 2, TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD; THENCE EAST, ALONG THE NORTH LINE OF BROADWAY ROAD, TO THE EAST LINE OF PIN 11-11-06-100-018, EXTENDED NORTH; THENCE SOUTH, ALONG THE SAID EXTENDED LINE OF PIN 11-11-06-100-018, TO THE SOUTH RIGHT-OF-WAY LINE OF BROADWAY ROAD; THENCE WEST, ALONG THE SAID SOUTH LINE OF BRAODWAY ROAD, TO WEST LINE OF LOT 2 IN PARK RIDGE ESTATES SECTION 2, EXTENDED SOUTH; THENCE NORTH, ALONG THE SAID EXTENDED LINE OF LOT 2, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: LOT 76, 79, AND 80 IN HICKORY HILLS ESTATES SECTION 5; ALSO LOTS 4, 5, 12, 14, 22, 23, AND 25 IN GRANDVIEW ESTATES SUBDIVISION; ALSO LOTS 35-41 AND 43-71 IN LUTTICKEN'S COVE SUBDIVISION; ALSO LOTS 1-3, 5, 7-12, 16-20 IN DAWN ON THE LAKE; ALSO LOTS 1-24 IN THE VILLAS AT LUTTICKEN'S COVE; ALSO LOTS 2-5 IN OSPREY COURT SUBDIVISION; ALSO EXCEPTING PIN 05-05-30-400-013 AND 05-05-30-400-014.

ALL PINs ARE AS FOR JUNE 12, 2023.

EXHIBIT C

PEKIN EAST RESIDENTIAL TIF DISTRICT
FIRST AMENDMENT
AMENDED BOUNDARY MAP



East Residential TIF

City of Pekin

0 0.5 Miles



- East Residential TIF
- TIF Exception Area
- Unincorporated Parcel for Contiguity
- Pekin Municipal Boundary



Current Time: 10/20/2023 11:02 AM



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Ordinance No. 2124-23/24 Providing for and Approving the First Amendment to the Pekin South Residential TIF District Redevelopment Project Area, Plan and Projects

DESCRIPTION: On September 25, 2023 the City approved a Redevelopment Plan and Project, a Project Area and TIF Financing District. The City now needs to amend the Pekin South Residential TIF District by removing 1 parcel described from the Redevelopment Project Area PIN 11-11-07-103-001 which is not in the corporate boundaries.

FINANCIAL IMPACT:

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

REVIEWED BY:

Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/7/2023
Approved - 11/8/2023
Final Approval - 11/9/2023

ORDINANCE NO. 4124-23/24

CITY OF PEKIN, ILLINOIS

**AN ORDINANCE PROVIDING FOR AND
APPROVING THE FIRST AMENDMENT TO THE
PEKIN SOUTH RESIDENTIAL TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT PROJECT AREA, PLAN & PROJECTS**

**ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
ON THE 13TH DAY OF NOVEMBER, 2023.**

ORDINANCE NO. 4124-23/24

CITY OF PEKIN, ILLINOIS

AN ORDINANCE PROVIDING FOR AND APPROVING THE FIRST AMENDMENT TO THE PEKIN SOUTH RESIDENTIAL TIF DISTRICT REDEVELOPMENT PROJECT AREA, PLAN AND PROJECTS

WHEREAS, on September 25, 2023 the City of Pekin, Tazewell County, Illinois (“City”), an Illinois Home-Rule Municipality, by its duly elected Mayor and City Council hereto approved a Redevelopment Plan and Projects; designated a Redevelopment Project Area; and adopted Tax Increment Financing pursuant to Illinois Revised Statutes Chapter 24, Division 11-74.4-1 *et. seq.* (now 65 ILCS 5/11-74.4-1) (the “Act”) for the “*Pekin South Residential Tax Increment Financing (TIF) District*”; and

WHEREAS, the City now desires to amend the Redevelopment Project Area, Plan and Projects (“First Amendment”) for the Pekin South Residential TIF District pursuant to the TIF Act, by removing the parcel described in **Exhibit A** from the Redevelopment Project Area; and

WHEREAS, the First Amendment does not add additional parcels of property to the Redevelopment Project Area; affect the general land uses established pursuant to the Redevelopment Plan; substantially change the nature of the Redevelopment Projects; increase the total estimated Redevelopment Project Costs set out in the Redevelopment Plan; add additional Redevelopment Project Costs to the itemized list of redevelopment project costs set out in the Redevelopment Plan; or increase the number of inhabited residential units to be displaced from the Redevelopment Project Area to a total of more than 10, as measured from the time of creation of the Area; and

WHEREAS, the Redevelopment Project Area for the Pekin South Residential TIF District is hereby amended to remove the parcel described in **Exhibit A** and the Area as amended is described in the Amended Legal Description (**Exhibit B**) and shown in the Amended Boundary Map (**Exhibit C**); and

WHEREAS, the First Amendment is consistent with the Plan and Projects and has been reviewed by the Mayor and the City Council is generally informed of this Amendment.

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

1. The recitals set forth in the preamble to this Ordinance are hereby incorporated by reference as if fully set forth herein.
2. The Redevelopment Project Area for the Pekin South Residential TIF District Redevelopment Project Area is hereby amended to remove the parcel described in **Exhibit A**.
3. The Amended Legal Description (**Exhibit B**) and Amended Boundary Map (**Exhibit C**) attached hereto are hereby approved.
4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall take effect upon its passage as required by law.
5. All ordinances and parts of ordinances in conflict herewith are repealed.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois, pursuant to its home-rule authority, on the 13th day of November, A.D., 2023, and deposited and filed in the Office of the City Clerk of said City on that date.

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

APPROVED:

ATTEST:

Mayor

City Clerk

EXHIBITS (ATTACHED):

EXHIBIT A: PEKIN SOUTH RESIDENTIAL TIF DISTRICT PARCEL REMOVED BY FIRST AMENDMENT

EXHIBIT B: PEKIN SOUTH RESIDENTIAL TIF DISTRICT AMENDED LEGAL DESCRIPTION

EXHIBIT C: PEKIN SOUTH RESIDENTIAL TIF DISTRICT AMENDED BOUNDARY MAP

EXHIBIT A

**PEKIN SOUTH RESIDENTIAL TIF DISTRICT
PARCEL REMOVED BY FIRST AMENDMENT**

LEGAL DESCRIPTION:

PARCEL 1:

PART OF THE SOUTHWEST CORNER OF LOT 29, THE SOUTHWEST ½ OF LOT 30
AND THE SOUTHWEST PART OF LOT 31 IN THE PEKIN HEIGHTS A SUBDIVISION IN
THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS.

PERMANENT TAX INDEX NO. 11-11-07-103-001

EXHIBIT B

PEKIN SOUTH RESIDENTIAL TIF DISTRICT FIRST AMENDMENT AMENDED LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF VETERANS DRIVE AND THE WEST RIGHT-OF-WAY LINE OF SOUTH FOURTEENTH STREET; THENCE NORTH, ALONG THE SAID WEST LINE OF SOUTH FOURTEENTH STREET, TO THE NORTH LINE OF PIN 10-10-11-400-002; THENCE WEST, ALONG THE SAID NORTH LINE OF PIN 10-10-11-400-002, TO THE WEST LINE OF SAID PIN; THENCE SOUTH, ALONG THE WEST LINE OF SAID PIN 10-10-11-400-002, TO THE NORTH LINE OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDAN; THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 14, TO THE EAST LINE OF PIN 10-10-11-300-011; THENCE NORTH, ALONG THE EAST LINE OF SAID PIN, TO THE SOUTH LINE OF PIN 10-10-11-300-010; THENCE EAST, ALONG THE SOUTH LINE OF SAID PIN 10-10-11-300-010, TO THE WEST SUN VALLEY RESUBDIVISION, EXTENDED SOUTH; THENCE NORTH, ALONG THE SAID EXTENDED WEST LINE OF SUN VALLEY RESUBDIVISION, TO THE NORTH LINE OF SAID SUN VALLEY RESUBDIVISION; THENCE EAST, ALONG THE SAID NORTH LINE OF SUN VALLEY RESUBDIVISION, TO THE EAST RIGHT-OF-WAY LINE OF CHICORY ROAD; THENCE SOUTH, ALONG THE SAID EAST LINE OF CHICORY ROAD, TO THE NORTH LINE OF LOT 137 IN SAID SUN VALLEY RESUBDIVISION; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 137, TO THE EAST LINE OF SAID LOT 137; THENCE SOUTH, ALONG THE EAST LINES OF LOTS 137-133, TO THE NORTH RIGHT-OF-WAY LINE OF HONEYSUCKLE STREET; THENCE EAST, ALONG THE SAID NORTH LINE OF HONEYSUCKLE STREET, TO THE EAST RIGHT-OF-WAY LINE OF PRIMROSE STREET; THENCE NORTH, ALONG THE SAID EAST LINE OF PRIMROSE STREET, TO NORTH LINE OF PIN 10-10-11-400-014; THENCE EAST, ALONG THE SAID NORTH LINE OF PIN 10-10-11-400-014, TO THE WEST LINE OF OUTLOT D IN SUN VALLEY SUBDIVISION EXTENDED; THENCE NORTH, ALONG THE WEST LINE OF SAID OUTLOT D, TO NORTH LINE OF SAID OUTLOT D; THENCE EAST, ALONG THE NORTH LINE OF SAID OUTLOT D, TO THE WEST RIGHT-OF-WAY LINE OF SOUTH FOURTEENTH STREET; THENCE NORTH, ALONG THE SAID WEST LINE OF SOUTH FOURTEENTH STREET, TO THE SOUTH MOST LINE OF LOT 34 IN GINGOTEAGUE SECTION 3, EXTENDED WEST; THENCE EAST, ALONG THE SAID EXTENDED SOUTH LINE OF LOT 34, TO WEST LINE OF PIN 10-10-11-413-019; THENCE NORTHERLY AND EASTERLY, ALONG THE WEST AND NORTH LINES OF SAID PIN 10-10-11-413-019, TO THE NORTHWESTERLY LINE OF LOT 43 IN GINGOTEAGUE SECTION 3; THENCE EASTERLY, ALONG THE SAID NORTHWESTERLY LINE OF LOT 43, EXTENDED , TO THE NORTHERLY RIGHT-OF-WAY LINE OF GINGOTEAGUE WAY; THENCE EASTERLY, ALONG THE NORTHERLY GINGOTEAGUE WAY, TO THE EAST RIGHT-OF-WAY LINE OF REMINGTON ROAD; THENCE SOUTH, ALONG THE SAID EAST LINE OF REMINGTON ROAD, TO THE SOUTH LINE OF LOT 45 IN GINGOTEAGUE SECTION 5; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 45, TO THE WEST LINE OF LOT 9 IN GINGOTEAGUE SECTION 1; THENCE NORTH, ALONG THE SAID WEST LINE OF LOT 9, TO THE NORTH LINE OF SAID LOT 9; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 9, TO THE WEST RIGHT-OF-WAY LINE OF ALAMEDA COURT; THENCE NORTH, ALONG THE SAID WEST LINE OF ALAMEDA COURT, TO THE SOUTH LINE OF

LOT 4 IN GINGOTEAGUE SECTION 1; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 4, TO THE WEST LINE OF SAID LOT 4; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 4, TO THE NORTH LINE OF SAID LOT 4; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 4, TO THE SAID WEST LINE OF ALAMEDA COURT; THENCE NORTH, ALONG THE SAID WEST LINE OF ALAMEDA COURT, TO THE NORTH LINE OF OUTLOT A IN SAID GINGOTEAGUE SECTION 1; THENCE WEST, ALONG THE NORTH LINE OF SAID OUTLOT A, AND OUTLOT B IN SAID GINGOTEAGUE SECTION 1, AND LOTS LOT 22 AND 23 IN GINGOTEAGUE SECTION 3, TO THE WEST LINE OF PARCEL 2 OF LOT 1-AA IN DEJA VUE SUBDIVISION; THENCE NORTH, ALONG THE WEST LINE OF SAID PARCEL 2, TO THE NORTH LINE OF SAID PARCEL 2; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID PARCEL 2, TO WESTERLY LINE OF PIN 10-10-11-213-009; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID PIN 10-10-11-213-009, TO A POINT ON THE SOUTH LINE OF PIN 10-10-11-213-007; THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID PIN 10-10-11-213-007, TO THE WEST LINE OF SAID PIN; THENCE NORTH, ALONG THE WEST LINE OF SAID PIN 10-10-11-213-007, TO THE NORTH LINE OF SAID PIN 10-10-11-213-007; THENCE EAST, ALONG THE NORTH LINE OF SAID PIN 10-10-11-213-007, TO THE EAST RIGHT-OF-WAY LINE OF MITCHELL STREET; THENCE NORTH, ALONG THE EAST LINE OF MITCHELL STREET, TO THE NORTH LINE OF 10-10-11-213-020; THENCE EAST AND NORTH, ALONG THE NORTH LINE OF SAID PIN 10-10-11-213-020, TO WEST LINE OF PIN 10-10-12-101-020; THENCE SOUTH, ALONG THE WEST LINE OF SAID PIN 10-10-12-101-020, TO THE SOUTH LINE OF SAID PIN; THENCE EAST, ALONG THE SAID SOUTH LINE OF PIN 10-10-12-101-020 AND THE SOUTH LINE OF KRIEGSMAN SUBDIVISION NUMBER 5 AND KRIEGSMAN SUBDIVISION NUMBER 4, TO THE WESTERLY LINE OF LOT 221 IN SUNSET HILLS EXTENDTION 9; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF SAID LOT 221, EXTENDED SOUTHERLY, TO THE EASTERLY RIGHT-OF-WAY LINE OF ST. CLAIR DRIVE; THENCE SOUTHERLY AND WESTERLY, ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID ST. CLAIR DRIVE, TO THE EAST RIGHT-OF-WAY LINE OF SIERRA DRIVE; THENCE SOUTH, ALONG THE SAID EAST LINE OF SIERRA DRIVE, TO THE SOUTH RIGHT-OF-WAY LINE OF SIERRA COURT; THENCE WEST, ALONG THE SOUTHERLY LINE OF SIERRA COURT, TO THE EASTERLY LINE OF LOT 628 IN SUNSET HILLS EXTENDSION 19; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID LOT 628, TO SOUTH LINE OF SAID LOT 628; THENCE WETERLY, ALONG THE SOUTHERLY LINES OF LOT 628 -624 ALL IN SUNSET HILLS EXTENDSION 19, TO THE WEST LINE OF LOT 767 IN SUNSET HILLS EXTENDSITON 23; THENCE SOUTHERLY, ALONG THE SAID WESTERLY LINE OF SAID LOT 767 EXTENDED SOUTH, TO SOUTHERLY RIGHT-OF-WAY LINE OF DESOTO COURT; THENCE WESTERLY, ALONG THE SOUTHELRY LINE OF DESOTO COURT, NORTHEASTERLY RIGHT-OF-WAY LINE OF QUAIL HOLLOW ROAD; THENCE NORTHERLY, ALONG THE NORTHEASTERLY LINE OF QUAIL HOLLOW ROAD, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EL CAMINO DRIVE; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID EL CAMINO DRIVE, TO THE WESTERLY RIGHT-OF-WAY LINE OF ALAMEDA COURT; THENCE NORTHERLY, ALONG THE SAID WESTERLY LINE OF ALAMEDA COURT, TO THE NORTHERLY LINE OF LOT 1 IN SUNSET HILLS EXTENSION 26; THENCE WESTERLY, ALONG THE NORTHERLY LINE OF SAID LOT 1, TO THE SOUTHELRY LINE OF GINGOTEAGUE SECTION 5 SUBDIVISION; THENCE WESTERLY, ALONG THE SAID SOUTHERLY LINE OF GINGOTEAGUE SECTION 5, TO THE EAST LINE OF LOT 1 IN SUNSET HILLS EXTENSION 27; THENCE SOUTH, ALONG THE SAID EAST LINE OF LOT 1, AND THE EAST LINE OF LOT 2 IN SAID SUNSET HILLS EXTENSION 27, EXTENDED

TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EL CAMINO DRIVE; THENCE WESTERLY, ALONG THE SAID SOUTHELRY LINE OF EL CAMINO DRIVE, TO EAST LINE OF PIN 10-10-11-400-021; THENCE SOUTH, ALONG THE EAST LINE OF SAID PIN TO THE NORTH LINE OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION 14, TO THE EAST LINE OF PIN 10-10-14-205-010; THENCE SOUTH, ALONG THE EAST LINE OF SAID PIN 10-10-14-205-010, TO THE NORTH LINE OF LOT 28 IN PEKIN VILLAS EXTENSION 3; THENCE EAST, ALONG THE SAID NORTH LINE OF LOT 28, TO THE EAST LINE OF SAID LOT 28; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 28, TO THE SOUTH LINE OF SAID LOT 28; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 28 AND THE SOUTH LINES OF LOTS 27 AND 26 ALL IN SAID PEKIN VILLAS EXTENSION 3, TO WEST LINE OF SAID PEKIN VILLAS EXTENSION 3; THENCE SOUTH, ALONG THE WEST LINE OF PEKIN VILLAS EXTENSION 2 AND PEKIN VILLAS EXTENSION 2, TO NORTH RIGHT-OF-WAY LINE OF WINDSTAR LANE; THENCE EAST, ALONG THE SAID NORTH LINE OF WINDSTAR LANE, TO THE WESTERLY RIGHT-OF-WAY LINE OF VILLAGE COURT; THENCE NORTHERLY, ALONG THE SAID WESTERLY LINE OF VILLAGE COURT, TO THE SOUTHERLY LINE OF LOT 46 IN SAID PEKIN VILLAS EXTENSION 3; THENCE SOUTHEASTERLY, ALONG THE SOUTHELRY LINE OF SAID LOT 46, TO THE EAST LINE OF SAID LOT 46; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 46, TO THE NORTH LINE OF LOT 34 IN SAID PEKIN VILLAS EXTENSION 3; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 34, TO THE EAST LINE OF SAID PEKIN VILLAS EXTENSION 3; THENCE SOUTH, ALONG THE EAST LINE OF SAID PEKIN VILLAS EXTENSION 3, TO THE SOUTH LINE OF LOT 37 IN SAID PEKIN VILLAS EXTENSION 3; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT 37, TO EASTERLY LINE OF LOT 43 IN SAID PEKIN VILLAS EXTENSION 3; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 43, TO THE NORTH LINE OF SAID LOT 43; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 43, EXTENDED WEST, TO THE WESTERLY LINE OF VILLAGE COURT; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF VILLAGE COURT, TO THE SOUTH LINE OF LOT 21 IN SAID PEKIN VILLAS EXTENSION 3; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID LOT 21, TO THE WEST LINE OF PEKIN VILLAS EXTENSION; THENCE SOUTH, ALONG THE SAID WEST LINE OF PEKIN VILLAS EXTENSION 3, TO NORTH LINE OF LOT 14 IN SAID PEKIN VILLAS EXTENSION 3; THENCE EAST, ALONG THE NORTH LINES OF LOTS 14 AND 15 ALL IN SAID PEKIN VILLAS EXTENSION 3, TO THE WEST RIGHT-OF-WAY LINE OF VILLAGE COURT; THENCE SOUTH, ALONG THE SAID WEST LINE OF VILLAGE COURT TO A SOUTH LINE ON SAID LOT 15; THENCE WEST, ALONG THE SAID SOUTH LINE OF LOT 15, TO A EAST LINE ON SAID LOT 15; THENCE SOUTH, ALONG THE SAID EAST LINE OF LOT 15, TO THE SOUTH LINE OF SAID LOT 15; THENCE WEST, ALONG THE SOUTH LINE OF SAID LOTS 15 AND 14, TO THE WEST LINE OF SAID PEKIN VILLAS EXTENSION 3; THENCE SOUTH, ALONG THE SAID WEST LINE OF PEKIN VILLAS EXTENSION 3, TO THE NORTH RIGHT-OF-WAY LINE OF VISTA GRANDE DRIVE; THENCE EAST, ALONG THE SAID NORTH LINE OF VISTA GRANDE DRIVE, TO THE WEST LINE OF LOT 3A IN SUNSET HILLS EXTENSION 28; THENCE NORTH, ALONG THE WEST LINE OF SAID LOE 3A, TO THE NORTH LINE OF SAID LOT 3A; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 3A, TO THE EAST LINE OF SAID LOT 3A; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 3A, TO THE SAID NORTH LINE OF VISTA GRANDE DRIVE; THENCE EAST, ALONG THE SAID NORTH LINE OF VISTA GRANDE DRIVE, TO WEST RIGHT-OF-WAY LINE OF VISTA GRANDE COURT; THENCE NORTH, ALONG THE WEST LINE OF SAID VISTA GRANDE COURT,

TO THE NORTH LINE OF LOT 40 IN SUNSET HILLS EXTENSION 32, EXTENDED WEST; THENCE EAST, ALONG THE SAID EXTENDED NORTH LINE OF SAID LOT 40, TO THE WEST LINE OF LOT 8 IN SUNSET HILLS EXTENSION 28; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 8 AND LOT 7 IN SAID SUNSET HILLS EXTENSION 28, TO THE SOUTH RIGHT-OF-WAY LINE OF GREENVIEW DRIVE; THENCE EAST, ALONG THE SOUTH LINE OF GREENVIEW DRIVE, TO THE WEST LINE OF PIN 10-10-13-100-037; THENCE NORTH, ALONG THE WEST LINE OF SAID PIN, TO THE NORTH LINE OF SAID PIN 10-10-13-100-037; THENCE EAST, ALONG THE NORTH LINE OF SAID PIN, TO THE EAST LINE OF SAID PIN 10-10-13-100-037; THENCE SOUTH, ALONG EAST LINE OF SAID PIN AND THE EAST LINE OF SAID LOT 7, AND THE EAST LINE OF PIN 10-10-13-104-013, TO THE NORTH LINE OF PIN 10-10-13-100-037; THENCE EAST, ALONG THE NORTH LINE OF SAID PIN, TO THE EAST LINE OF PIN 10-10-13-100-009; THENCE SOUTH, ALONG THE EAST LINE OF SAID PIN AND PIN 10-10-13-100-024, TO THE SOUTH LINE OF SAID PIN 10-10-13-100-024; THENCE EAST, ALONG THE SOUTH LINE OF SAID PIN AND THE SOUTH LINE OF PIN 10-10-13-100-009, TO THE EAST LINE OF SAID PIN 10-10-13-100-009; THENCE NORTH, ALONG THE EAST LINE OF SAID PIN 10-10-13-100-009, TO THE SOUTH LINE OF PIN 10-10-12-300-007; THENCE EAST, ALONG THE SOUTH LINE OF SAID PIN 10-10-12-300-007, TO THE EAST LINE OF SAID PIN; THENCE NORTH, ALONG THE EAST LINE OF SAID PIN 10-10-12-300-007, EXTENDED NORTH, TO THE NORTH RIGHT-OF-WAY LINE OF SIERRA DRIVE; THENCE EAST, ALONG THE SAID NORTH LINE OF SIERRA DRIVE, TO THE WEST RIGHT-OF-WAY LINE OF HIGHWOOD AVENUE; THENCE NORTH, ALONG THE SAID WEST LINE OF HIGHWOOD AVENUE, TO THE NORTHERLY LINE OF OUTLOT E IN SUNSET HILLS EXTENSION 18; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID OUTLOT E, TO THE NORTHERLY LINE OF OUTLOT C IN SUNSET HILL EXTENSION 18; THENCE NORTHEASTERLY, ALONG THE NORTHERLY LINE OF SAID OUTLOT C, TO THE WESTERLY LINE OF OUTLOT D IN SAID SUNSET HILLS EXTENSION 18; THENCE NORTHELY, ALONG THE SAID WESTERLY LINE OF OUTLOT D, EXTENDED NORTHERLY, TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWOOD AVENUE; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY LINE OF HIGHWOOD AVENUE, TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH LAKE DRIVE; THENCE NORTHEASTERLY, ALONG THE SAID WESTERLY LINE OF NORTH LAKE DRIVE, TO THE SOUTHERLY LINE OF LOT 23 IN SUNSET LAKE ESTATES; THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 23, TO THE WESTERLY LINE OF SAID LOT 23; THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID SUNSET LAKE ESTATES, TO THE NORTHERLY LINE OF SAID SUNSET LAKE ESTATES; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF SAID SUNSET LAKE ESTATES, TO THE EASTERLY LINE OF SAID SUNSET LAKE ESTATES; THENCE SOUTH, ALONG THE EASTERLY LINE OF SAID SUNSET LAKE STATES, TO THE SOUTHERLY LINE OF LOT 334 IN SUNSET HILLS EXTENSION 14; THENCE SOUTHEASTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 334, EXTENDED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWOOD AVENUE; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF HIGHWOOD AVENUE, TO WESTERLY LINE OF LOT 343 IN SAID SUNSET HILLS EXTENSION 14; THENCE SOUTHEASTERLY, ALONG THE WESTERLY LINE OF SAID LOT 343, TO THE SOUTHERLY LINE OF SAID SUNSET HILLS EXTENSION 14; THENCE NORTHEASTERLY, ALONG THE SOUTHERLY LINE OF SAID SUNSET HILLS EXTENSION 14, TO THE WESTERLY LINE OF LOT 355 IN SAID SUNSET HILLS EXTENSION 14; THENCE NORTHERLY ALONG THE SAID WESTERLY LINE OF LOT 355, TO THE NORTHERLY LINE OF SAID LOT 355; THENCE EASTERLY, ALONG THE NORTHERLY LINES OF LOTS

355, 356, AND 357, ALL IN SAID SUNSET HILLS EXTENSION 14, TO THE WESTERLY LINE OF SAID LOT 357; THENCE NORTHERLY, ALONG THE SAID WESTERLY LINE OF LOT 357, TO THE NORTHERLY LINE OF PIN 10-10-12-410-016; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY LINE OF SAID PIN 10-10-12-410-016, TO EAST LINE OF PIN 10-10-12-410-072; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PIN 10-10-12-410-072, TO THE EASTERLY RIGHT-OF-WAY LINE OF VIENNA COURT; THENCE NORTH, ALONG THE EAST LINE OF VIENNA COURT, TO THE NORTH LINE OF LOT 9 IN SUNSET HILLS EXTENSION 14A; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 9, TO EAST LINE OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 12, TO THE NORTHWEST CORNER OF PIN 11-11-07-103-003; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY LINE OF SAID PIN 11-11-07-103-002 TO THE NORTHEAST CORNER OF PIN 11-11-07-103-002; THENCE SOUTH, ALONG THE EAST LINE OF PIN 11-11-103-002, TO THE NORTH LINE OF LOT 77B IN PEKIN HEIGHTS EXTENSION 1; THENCE EAST, ALONG THE NORTH LINE OF SAID LOT 77B, TO THE WESTERLY RIGHT-OF-WAY LINE OF ORR AVENUE; THENCE SOUTH AND SOUTHEASTERLY, ALONG THE SOUTHERLY LINE OF SAID ORR AVENUE, TO THE EASTERLY LINE OF LOT 34 IN PEKIN HEIGHTS SUBDIVISION EXTENDED SOUTHERLY; THENCE NORTHERLY, ALONG THE SAID EXTENDED EASTERLY LINE OF LOT 34, TO NORTHERLY LINE OF LOT 35 IN SAID PEKIN HEIGHTS SUBDIVISION; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF LOTS 35-38 AND TRACT 1 ALL IN PEKIN HEIGHTS SUBDIVISION, EXTENDED EASTERLY, TO THE NORTHERLY LINE OF LOT 41 IN SAID PEKIN HEIGHTS SUBDIVISION; THENCE EASTERLY, ALONG THE NORTHERLY LINES OF LOTS 41-57 IN SAID PEKIN HEIGHTS SUBDIVISION, TO THE EAST LINE OF SAID LOT 57; THENCE SOUTH, ALONG THE EAST LINE OF PEKIN HEIGHTS SUBDIVISION, AND PEKIN HEIGHTS EXTENSION 1, TO THE NORTH LINE OF PIN 11-11-07-305-013; THENCE EAST, ALONG THE NORTH LINE OF SAID PIN, TO THE EAST LINE OF SAID PIN 11-11-07-305-013; THENCE SOUTH, ALONG THE EAST LINE OF SAID PIN, TO THE SOUTH LINE OF SAID PIN 11-11-07-305-013; THENCE WEST, ALONG THE SOUTH LINE OF SAID PIN 11-11-07-305-013, TO EAST LINE OF PIN 11-11-07-305-014; THENCE SOUTH, ALONG THE EAST LINE OF SAID PIN 11-11-07-305-014, TO THE SOUTH LINE OF SAID PIN; THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID PIN 11-11-07-305-014, TO THE EAST LINE OF 11-11-07-303-001; THENCE SOUTH, ALONG THE EAST LINE OF SAID PIN 11-11-07-303-001, EXTENDED SOUTH, TO THE SOUTH RIGHT-OF-WAY LINE OF MALL ROAD; THENCE WEST, ALONG THE SAID SOUTH LINE OF MALL ROAD. TO THE SOUTH LINE OF PIN 10-10-13-201-001, EXTENDED EAST; THENCE WEST, ALONG THE SAID EXTENDED SOUTH LINE OF PIN 10-10-13-201-001, TO THE EASTERLY LINE OF OUTLOT C IN SUNSET HILL EXTENSION 18; THENCE SOUTHWESTERLY, ALONG THE EASTERLY LINE OF SAID OUTLOT C, TO THE EAST LINE OF LOT 585 IN SUNSET HILLS EXTENSION 18; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 585, EXTENDED SOUTH, TO SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWOOD AVENUE; THENCE EASTERLY, ALONG THE SAID SOUTH LINE OF HIGHWOOD AVENUE, TO THE EAST LINE OF LOT 533 IN SUNSET HILLS EXTENSION 18; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID LOT 533, TO THE NORTHERLY LINE OF OUTLOT G IN SAID SUNSET HILLS EXTENSION 18; THENCE SOUTHEASTERLY, ALONG THE SAID NORTHERLY LINE OF OUTLOT G, TO THE NORTH LINE OF TRACT F-5 IN MIKE FAHNDERS DEER HAVEN; THENCE WEST, ALONG THE NORTH LINE OF SAID TRACT F-5 TO THE WEST LINE OF SAID TRACT F-5; THENCE SOUTH, ALONG THE WEST LINE OF TRACT F-5, TO THE SOUTH

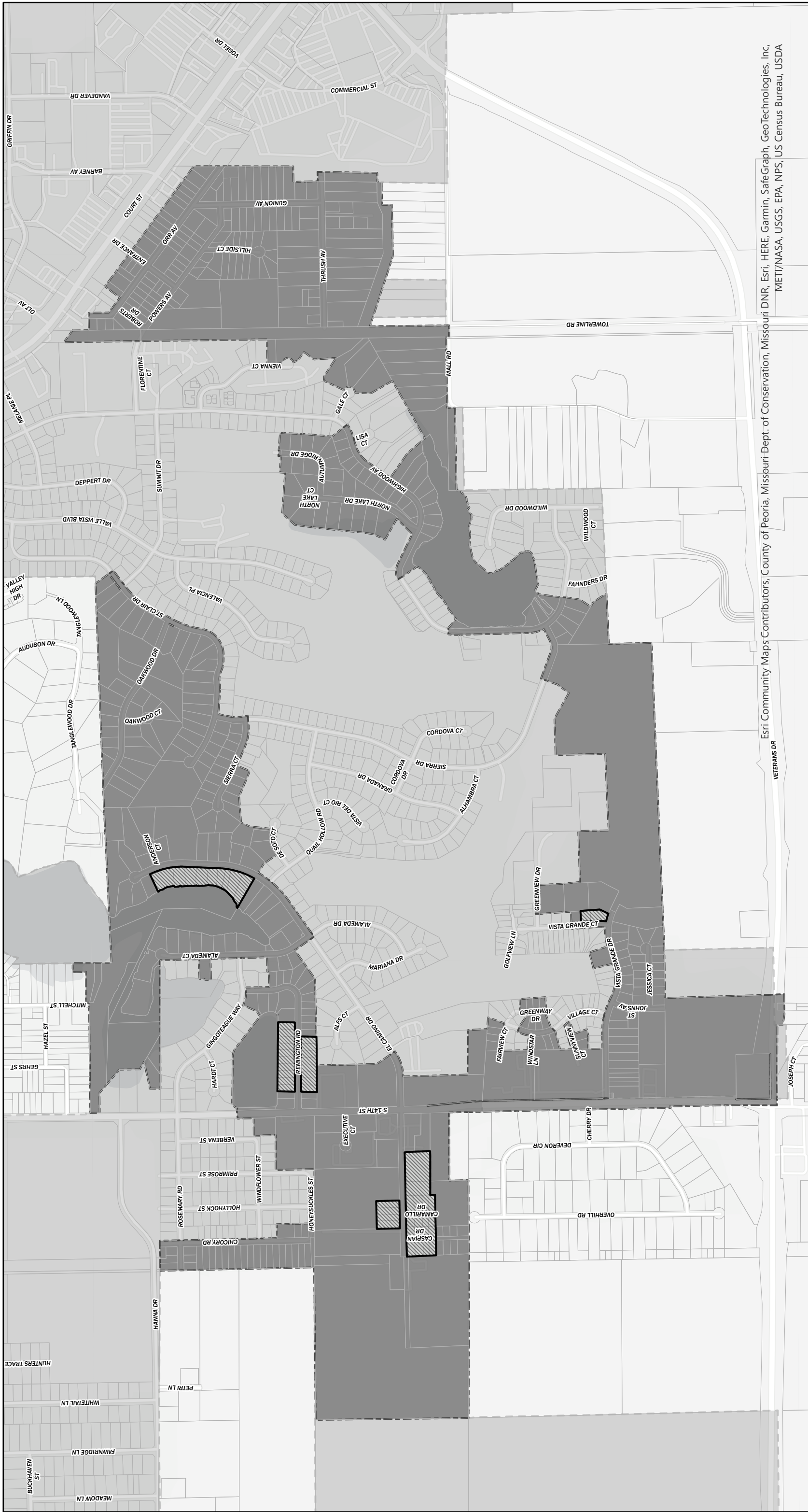
LINE OF PIN 10-10-13-100-037; THENCE WEST, ALONG THE SOUTH LINE OF SAID PIN 10-10-13-100-037 AND WEST ALONG THE SOUTH LINE OF PIN 10-10-13-100-039 AND WEST ALONG THE SOUTH LINE OF SUNSET HILL EXTENSION 31, TO EAST LINE OF PIN 10-10-14-205-013; THENCE SOUTH, ALONG THE EAST LINE OF SAID PIN 10-10-14-205-013, EXTENDED SOUTH, TO SOUTH RIGHT-OF-WAY LINE OF VETERANS DRIVE; THENCE WEST, ALONG THE SAID SOUTH LINE OF VETERANS DRIVE, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: LOTS 41 AND 42 IN SUNSET HILLS EXTENSION 32; LOTS 1-16 IN EL CAMINO FIELDS; LOTS 52A, 52B, 53A, 53B, 54A, 54B, 55A, 55B, 58A, 58B, 59A, 59B, 60A, 60B, 61A, 61B, 62A, 62B IN GINGOTEAGUE SECTION 5; LOTS 1-9 IN BAY POINTE ESTATES; AND PIN 10-10-11-400-049, 10-10-11-400-033, 10-10-11-400-037, 10-10-11-400-038, 10-10-11-400-039, 10-10-11-400-040.

ALL PINs ARE AS OF June 12, 2023.

EXHIBIT C

**PEKIN SOUTH RESIDENTIAL TIF DISTRICT
FIRST AMENDMENT
AMENDED BOUNDARY MAP**





REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nicole Stewart, Deputy City Clerk

AGENDA ITEM: Ordinance No. 4125-23/24 Amending Chapter 4, Article II, Section 7 thru Section 18 of the Pekin Liquor Code to Allow for Limited On-Premises Consumption in Package Liquor Stores

DESCRIPTION: The Liquor Commission received an application from Kroger seeking to obtain a Class A liquor license allowing for the limited consumption of alcoholic beverages on premises. Kroger currently holds a Class B package liquor license. The City of Pekin Liquor Code currently does allow for an establishment to hold both a Class A pour license and Class B package liquor license. After thorough thought and discussion, the Liquor Commission reached a consensus to propose a new Class D license. The proposed license is designated to authorize the retail sale of alcoholic liquor for on-premise consumption, subject to certain conditions. These conditions include granting a Class D license only to establishments that also possess a valid Class B package license. Moreover, the sale and consumption of alcohol on premises must be confined to an area not exceeding 1,000 square feet that would be separated from the rest of the Class B licensed premises by a permanent barrier with a minimum height of four feet. Partons will not be permitted to carry open alcohol containers beyond the designated consumption area. Additionally, the proposed ordinance prohibits persons under the age of 21 inside the consumption area, and an employee of the licensee who is over the age of 21 shall be in a position to monitor the entrance of the consumption area at all times. If the licensee holds a Class T Rider, the tasting or sampling of liquor is permitted within the consumption area. Also, should the holder of a Class D license obtain a Video Gaming Rider, it will only be valid in the consumption area designated in the Class D License. The fee for the Class D License shall be \$500 per year, which shall be in addition to the fee for a Class B license, which is \$800 for Beer/Wine Only and \$1,200 for full liquor annually. The proposed ordinance also includes language amendments to clarify the regulations concerning Class C licenses, which authorize the short-term or temporary retail sale of alcohol related to special events, or extending or supplementing the conditions of an existing license. The Liquor Commission unanimously recommended approval to the Liquor Commissioner.

FINANCIAL IMPACT:

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

REVIEWED BY:

Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/8/2023
Approved - 11/8/2023
Final Approval - 11/9/2023

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF PEKIN LIQUOR CODE TO ALLOW FOR LIMITED ON-PREMISES CONSUMPTION IN PACKAGE LIQUOR STORES

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 Council desires to make certain amendments to the Liquor Code to allow grocery stores to serve alcohol for consumption on-premises in limited circumstances; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and businesses to adopt the amendments set forth herein.

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. Chapter 5, Article II, Section 7 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strike through~~):

Sec. 5-2-7. Classifications and license fees.

There shall be the following classes of licenses subject to the fees indicated:

- (1) *Class A.* Class A licenses shall authorize the retail sale of alcoholic liquors for consumption on the licensed premises in accordance with the Illinois Liquor Control Act, this Division and any conditions specified on the license by the City Liquor Commissioner.

Class A License Fees

No Restriction on Range of Alcohol	\$1,200.00 per annum
Restricted to Beer and Wine Only	\$800.00 per annum
Issued to a Club, non-profit or charitable organization, No Restriction on Range of Alcohol	\$500.00 per annum
Issued to a Club, non-profit or charitable organization, Restricted to Beer and Wine Only	\$200.00 per annum

- (2) *Class B.* Class B licenses shall authorize the retail sale of alcoholic liquors in sealed containers for consumption off the licensed premises in accordance with the Illinois

Liquor Control Act, this Article and any conditions specified on the license by the City Liquor Commissioner.

Class B License Fees

No Restriction on Range of Alcohol	\$1,200.00 per annum
Restricted to Beer and Wine Only	\$800.00 per annum

- (3) *Class C.* Class C licenses shall authorize the short-term or ~~limited supply temporary retail sale~~ of alcohol ~~related to special events~~ or ~~shall temporarily extend~~ or supplement the conditions of existing licenses in accordance with the Illinois Liquor Control Act, this Division and any conditions specified on the license by the Local Liquor Commissioner. Short-term or temporary Class C licenses shall not be issued when, in the opinion of the Local Liquor Commissioner, a Class A or a Class B license is more appropriate.

Class C License Fees

License	Fee
Beer and Wine Only (Max. 20 per year)	\$25.00 per day
No Restriction on Range of Alcohol (Max. 20 per year)	\$50.00 per day
Nonprofit or Charitable Applications for the Pier** or Riverfront Event Meadow	Residents \$50.00 per hour,* Others \$100.00 per hour*
All Other Applications for the Pier or Riverfront Event Meadow	Residents \$100.00 per hour,* Others \$200.00 per hour*
All Other Fees for C Class Licenses	To Be Determined By Liquor Commissioner*
* Additional Fees to be Determined by Liquor Commissioner to Reflect Expenses for Security, Safety and Health.	
** Nonprofit or Charitable Applications only may also apply for a Class C License for the area on Court Street from the westerly Right-Of-Way of 5th Street to the easterly Right-Of-Way of 4th Street; Court Street from the westerly Right-Of-Way of 4th Street to the westerly Right-Of-Way of Capitol Street and Capitol Street from the northerly Right-Of-Way of Court Street to the northerly Right-Of-Way of Elizabeth Street. Only one event at a time will be allowed.	

- (4) ~~Reserved.~~Class D. A Class D license shall authorize the retail sale of alcoholic liquor for consumption on-premises subject to the following conditions:
- A Class D license may only be issued to an establishment that also holds a valid Class B license pursuant to this Article.
 - Sales and consumption of alcohol shall be conducted only within a single area of not more than 1,000 square feet (exclusive of food preparation or kitchen areas), that is separated from the rest of the Class B licensed premises by a permanent barrier with a minimum height of four feet (the "Consumption Area"), except as may be necessary to provide ingress and egress to the Consumption Area.
 - Patrons shall not be permitted to carry open alcohol containers outside the Consumption Area.

d. Persons under the age of 21 shall not be permitted inside the Consumption Area.

e. An employee of the licensee who is over the age of 21 shall be in a position to monitor the entrance(s) to the Consumption Area at all times and no barrier shall visually obscure the entrance to the Consumption Area from such employee.

f. If the licensee also holds a Class T Rider, the tasting or sampling of alcoholic liquor in accordance therewith shall be allowed in the Consumption Area.

g. If the holder of a Class D license obtains a VG Rider pursuant to subsection (5) below, such VG Rider shall only be valid within the Consumption Area designated in the Class D license.

The fee for a Class D license shall be \$500 per year, which shall be in addition to the fee for a Class B license as set forth above.

- (5) *Class VG.* A Class VG Rider shall authorize the licensee to operate video gaming terminals on the licensed premises. No Class VG Rider shall be issued unless the licensee already holds a Class A or Class D license issued under this Article; provided, however, that licensed fraternal organizations, licensed veterans organizations, and licensed truck stops may apply for and obtain a Class VG Rider without first obtaining a Class A license. No video gaming terminal may be located in any outdoor sales area. The operation of video gaming terminals shall not be permitted during the hours sales of alcohol are prohibited pursuant to Sections 5-2-13 through 5-2-17. Licensees holding a Class VG Rider shall comply with the provisions of the Illinois Gaming Act (230 ILCS 40/1 et seq.), as amended from time to time, which is adopted by reference and made a part of this Article. No additional fee shall be charged for a Class VG Rider.
- (6) *Class T.* A Class T Rider shall authorize the tasting or sampling of wine, distilled spirits, or beer on the premises of a licensed establishment holding a Class B license under this Article. Each sample shall consist of no more than one-quarter (1/4) ounce of distilled spirits, one ounce of wine, or two ounces of beer. The fee for such license shall be \$300.00 for an annual rider, or \$25 per day for a daily rider.

Section 3. Title 5, Article II, Section 15 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 5-2-15. View from street.

- (a) In premises ~~upon which the sale of alcoholic liquor for consumption on the premises is licensed~~holding a Class A license (other than ~~as~~ a restaurant, hotel, recreational facility or club) no screen, blind, curtain, partition, article or thing shall be permitted in the windows or upon the doors of such licensed premises nor inside such premises, which shall prevent a clear view into the interior of such licensed premises from the street, road or sidewalk at all times, and no booth, screen, partition, or other obstruction nor any arrangement of lights or lighting shall be permitted in or about the interior of such licensed premises which shall prevent a clear view of the entire interior from the street, road or sidewalk. All rooms where liquor is sold for consumption on the licensed premises and any rooms accessible to the patrons thereof shall be continuously and adequately lighted during business hours so as to afford patrons safe movement therein

and allow for proper monitoring of emergency medical equipment. All premises licensed under the provisions of this chapter must be adequately lighted in the case of an emergency, and for inspection and monitoring by police and fire authorities. Visibility will be considered sufficient if the number and identity of persons inside the premises is clearly discernable. In case the view into any such licensed premises required by the foregoing provisions shall be willfully obscured by the licensee, or be permitted to be obscured or in any manner obstructed, then such license shall be subject to revocation in the manner herein provided. In order to enforce the provisions of this Section, the Mayor shall have the right to require the filing of plans, drawings, and photographs showing the clearance of the view as above required.

- (b) Where the conditions required under Subsection (a) of this Section cannot be met because the licensed premises are situated on a floor other than the ground floor, the Local Liquor Commissioner may approve the issue of a license subject to the following conditions:
- (1) At least one stairway shall be of adequate width (depending on the number of persons permitted on the premises) with a minimum of six feet with a center rail.
 - (2) Stairway grade shall comply with the IBC most currently adopted by the City of Pekin.
 - (3) At least two stairways providing exit to street level shall exist from any part of the premises above or below street level.
 - (4) All requirements regarding emergency lighting, illuminated exit signs and other NFPA101 code conditions shall be fully met and maintained.
 - (5) Emergency exit doors of adequate width (depending on the numbers permitted on the premises) but at least 36 inches wide are required and shall be fitted with satisfactory tamper alarms.
 - (6) A Knox box accessible by fire services shall be installed at the primary means of access to the premises.
 - (7) Mirrors, placed so as to provide those entering the premises from stairways or other areas with restricted vision with a clear view of the interior of the premises, shall be installed
 - (8) Tamper proof closed circuit cameras with approved ground floor monitors.
 - (9) Approved sprinkler systems shall be installed in all areas above, below or at street level where members of the public are permitted.
 - (10) The premises shall meet the most recent requirements of all National, State and City codes and ordinances which go to matters relating to the safety and wellbeing of all persons using or otherwise impacted by the operation of the premises as licensed premises.

Section 4. Chapter 5, Article II, Section 18 of the Pekin City Code is hereby amended by deleting the heading thereto and replacing it with the following:

Sec. 5-2-18. – Sales to minors and intoxicated persons.

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

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

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4126-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and James Grove

DESCRIPTION: : On July 12, 2021 the City Council adopted the Residential Development Tax Increment Financing Incentive Program and on October 9, 2023 the City Council amended this Incentive policy. This policy provides a financial incentive for individuals seeking to construct new single-family residences within one of the existing or proposed TIF Districts.

The attached Redevelopment Agreement establishes the parameters for repayment of TIF eligible expenses to Mr. Grove over a period of 10 years, or until all TIF eligible expenses have been reimbursed, not to exceed a total of \$35,000. The reimbursement benefit stays with the property and is transferable to any new homeowner of that property if sold within the 10 year incentive timeframe.

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

FINANCIAL IMPACT:

Requested Amount: \$35,000

Line Item: 275-275-591200

Budgeted Amount: Future Court Street TIF Budget, Likely FY2025 or FY 2026

Remaining Funds: N/A

Notes:

REVIEWED BY:

Nic Maquet, Chief Building Official
Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/9/2023
New -

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

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

BY AND BETWEEN

THE CITY OF PEKIN

AND

JAMES GROVE

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF NOVEMBER, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT
BY AND BETWEEN:
THE CITY OF PEKIN AND
JAMES GROVE**

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

SECTION ONE: The Redevelopment Agreement with James Grove attached hereto is hereby approved.

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

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 13th day of November, 2023.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 13th day of November, 2023 and filed in the office of the City Clerk of said City on that date.

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

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

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

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

JAMES GROVE

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

NOVEMBER 13, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
JAMES GROVE**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 13th day of November, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **James Grove** (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on January 11, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property which is owned by the Developer and located at 2001 Velde Drive, Pekin, Illinois 61554 (PIN # 04-04-25-114-007) (the “Property”) is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer is proceeding with plans to construct a new single-family residence located thereon with an approximate market value greater than \$250,000 (the “Project”) based upon incentives made available by the City; and

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

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

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

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

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

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall reimburse the Developer for a portion of its TIF Eligible Project Costs incurred in completing the Project as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed those set forth in Section C below; and

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

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

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within twelve (12) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Pekin Court Street TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the **“James Grove Redevelopment Project”**.

C. INCENTIVES

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

1. The City shall reimburse the Developer **Sixty-Five and Seven Tenths Percent (65.7%)** of the annual “net” incremental increase in real estate tax generated over the base year by the Developer’s Project for the reimbursement of a portion of the Developer’s TIF Eligible Project Costs related to land acquisition (as set forth in Exhibit “1” attached hereto). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in the year the completed project is fully assessed, and continue until the last to occur of: (1) a period of nine (9) additional years (for a total of 10 years of reimbursements), (2) until all TIF Eligible Project Costs as described in **Exhibit “1”** and verified pursuant to *Section E* below related to land acquisition are fully reimbursed, or (3) until the Developer has received cumulative total reimbursements not to exceed a total calculated as follows:
 - a. **\$30,000.00** if there is no home built on the Property, or if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of less than \$250,000.00, or
 - b. **\$40,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$250,000.00 or greater but less than \$300,000.00, or
 - c. **\$50,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$300,000.00 or greater but less than \$400,000.00, or
 - d. **\$70,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$400,000.00 or greater.
2. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer’s Project after payment of a proportionate amount of TIF District

administrative fees and costs incurred by the City and payments pursuant to any TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by the Developer's Project by the total increment generated by the TIF District, and multiplying the result by such TIF District administrative fees and costs and payments pursuant to any TIF District Intergovernmental Agreements, if any.

3. In order to continue receiving the incentives set forth herein, the Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default and/or for the City to withhold any payments otherwise due the Developer hereunder until such time as the City's request is satisfied.
4. The reimbursements set forth herein shall run with the Property. In the event the Developer sells or otherwise conveys the Property during the term of the Agreement, any future reimbursements otherwise due the Developer hereunder shall be reimbursed to the subsequent owner(s) of the Property for the remaining term of this Agreement.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs exceed that set forth in *Section C(1)* above.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

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

F. VERIFICATION OF TAX INCREMENT

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

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the

Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the term of this Agreement.

H. LIMITED OBLIGATION

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

I. CITY PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

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

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-

defaulting Party's for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

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

M. TIME; FORCE MAJEURE

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

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall not be assignable. Pursuant to Section C, the reimbursements set forth herein shall run with the Property in the event the Developer sells or otherwise conveys the Property at any time during the term of this Agreement.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

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

Q. NOTICES

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

To Developer:

James Grove
17 Eleanor Court
Creve Coeur, IL 61610

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers,

employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire upon the final receipt of increment to which the Developer is entitled pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon any other default by the Developer of this Agreement.

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

CITY OF PEKIN, ILLINOIS

JAMES GROVE

By: _____
Mayor

James Grove, Individually

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**JAMES GROVE
“James Grove Redevelopment Project”**

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

Project Description: Developer owns the Property and is proceeding with plans to construct a single-family residence thereon with a market value of greater than \$250,000.00.

Location: 2001 Velde Drive, Pekin, Illinois

Parcel Number: 04-04-25-114-007

Estimated Eligible Project Costs:

Land Acquisition \$35,000

Total *Estimated* Eligible Project Costs \$35,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed the limitation set forth in Section C of the Agreement.

EXHIBIT 2

CITY OF PEKIN, ILLINOIS PEKIN COURT STREET TIF DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY JAMES GROVE

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated November 13, 2023
by and between the City of Pekin, Illinois, and James Grove (the “Developer”)

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: James Grove
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "I"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4127-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and Darrel Goodman and Judy Heisel

DESCRIPTION: On July 12, 2021 the City Council adopted the Residential Development Tax Increment Financing Incentive Program and on October 9, 2023 the City Council amended this Incentive policy. This policy provides a financial incentive for individuals seeking to construct new single-family residences within one of the existing or proposed TIF Districts.

The attached Redevelopment Agreement establishes the parameters for repayment of TIF eligible expenses to Mr. Goodman and Ms. Heisel over a period of 10 years, or until all TIF eligible expenses have been reimbursed, not to exceed a total of \$50,000. The reimbursement benefit stays with the property and is transferable to any new homeowner of that property if sold within the 10 year incentive timeframe.

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

FINANCIAL IMPACT:

Requested Amount:\$50,000

Line Item:275-275-591200

Budgeted Amount:Future Court Street TIF Budget, Likely FY 2025 or FY 2026

Remaining Funds:N/A

Notes:

REVIEWED BY:

Nic Maquet, Chief Building Official
Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/9/2023
New -

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

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

BY AND BETWEEN

THE CITY OF PEKIN

AND

DARRELL GOODMAN AND JUDY HEISEL

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF NOVEMBER, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT
BY AND BETWEEN:
THE CITY OF PEKIN AND
DARRELL GOODMAN AND JUDY HEISEL**

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

SECTION ONE: The Redevelopment Agreement with Darrell Goodman and Judy Heisel attached hereto is hereby approved.

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

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 13th day of November, 2023.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 13th day of November, 2023 and filed in the office of the City Clerk of said City on that date.

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

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

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

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

DARRELL GOODMAN AND JUDY HEISEL

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

NOVEMBER 13, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
DARRELL GOODMAN AND JUDY HEISEL**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 13th day of November, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and Darrell Goodman and Judy Heisel (collectively, the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on January 11, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property which is owned by the Developer and located at 2017 Dane Kelsey Drive, Pekin, Illinois 61554 (PIN # 04-04-26-201-007) (the “Property”) is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer is proceeding with plans to construct a new single-family residence located thereon with an approximate market value greater than \$400,000 (the “Project”) based upon incentives made available by the City; and

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

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

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

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the City has the authority to appropriate and expend funds for economic development purposes, including without limitation, the making of grants to any commercial enterprise that is necessary or desirable for the promotion of economic development within the municipality; and

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall reimburse the Developer for a portion of its TIF Eligible Project Costs incurred in completing the Project as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed those set forth in Section C below; and

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

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

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within twelve (12) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Pekin Court Street TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the **“Darrell Goodman and Judy Heisel Redevelopment Project”**.

C. INCENTIVES

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

1. The City shall reimburse the Developer **Sixty-Five and Seven Tenths Percent (65.7%)** of the annual “net” incremental increase in real estate tax generated over the base year by the Developer’s Project for the reimbursement of a portion of the Developer’s TIF Eligible Project Costs related to land acquisition (as set forth in Exhibit “1” attached hereto). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in the year the completed project is fully assessed, and continue until the last to occur of: (1) a period of nine (9) additional years (for a total of 10 years of reimbursements), (2) until all TIF Eligible Project Costs as described in **Exhibit “1”** and verified pursuant to *Section E* below related to land acquisition are fully reimbursed, or (3) until the Developer has received cumulative total reimbursements not to exceed a total calculated as follows:
 - a. **\$30,000.00** if there is no home built on the Property, or if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of less than \$250,000.00, or
 - b. **\$40,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$250,000.00 or greater but less than \$300,000.00, or
 - c. **\$50,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$300,000.00 or greater but less than \$400,000.00, or
 - d. **\$70,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$400,000.00 or greater.
2. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived

from the Developer's Project after payment of a proportionate amount of TIF District administrative fees and costs incurred by the City and payments pursuant to any TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by the Developer's Project by the total increment generated by the TIF District, and multiplying the result by such TIF District administrative fees and costs and payments pursuant to any TIF District Intergovernmental Agreements, if any.

3. In order to continue receiving the incentives set forth herein, the Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default and/or for the City to withhold any payments otherwise due the Developer hereunder until such time as the City's request is satisfied.
4. The reimbursements set forth herein shall run with the Property. In the event the Developer sells or otherwise conveys the Property during the term of the Agreement, any future reimbursements otherwise due the Developer hereunder shall be reimbursed to the subsequent owner(s) of the Property for the remaining term of this Agreement.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs exceed that set forth in *Section C(1)* above.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

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

F. VERIFICATION OF TAX INCREMENT

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

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due

to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the term of this Agreement.

H. LIMITED OBLIGATION

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

I. CITY PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

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

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting

Party”) shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party’s for the Defaulting Party’s breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

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

M. TIME; FORCE MAJEURE

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

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall not be assignable. Pursuant to Section C, the reimbursements set forth herein shall run with the Property in the event the Developer sells or otherwise conveys the Property at any time during the term of this Agreement.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

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

Q. NOTICES

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

To Developer:

Darrell Goodman/Judy Heisel
2005 Dane Kelsey Drive
Pekin, IL 61554

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The

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

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire upon the final receipt of increment to which the Developer is entitled pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon any other default by the Developer of this Agreement.

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

CITY OF PEKIN, ILLINOIS

DARRELL GOODMAN

By: _____
Mayor

James Grove, Individually

AND

ATTEST:

JUDY HEISEL

City Clerk

Judy Heisel, Individually

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

DARRELL GOODMAN AND JUDY HEISEL “Darrell Goodman and Judy Heisel Redevelopment Project”

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

Project Description: Developer owns the Property and is proceeding with plans to construct a single-family residence thereon with a market value of greater than \$400,000.00.

Location: 2017 Dane Kelsey Drive, Pekin, Illinois

Parcel Number: 04-04-26-201-007

Estimated Eligible Project Costs:

Land Acquisition \$50,000

Total *Estimated* Eligible Project Costs \$50,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed the limitation set forth in Section C of the Agreement.

EXHIBIT 2

**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY DARRELL GOODMAN AND JUDY HEISEL**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated November 13, 2023
by and between the City of Pekin, Illinois, and Darrell Goodman and Judy Heisel (the
“Developer”)

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Darrell Goodman and Judy Heisel
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "1"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4128-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and Steve Swisher

DESCRIPTION: On July 12, 2021 the City Council adopted the Residential Development Tax Increment Financing Incentive Program and on October 9, 2023 the City Council amended this Incentive policy. This policy provides a financial incentive for individuals seeking to construct new single-family residences within one of the existing or proposed TIF Districts.

The attached Redevelopment Agreement establishes the parameters for repayment of TIF eligible expenses to Mr. Swisher over a period of 10 years, or until all TIF eligible expenses have been reimbursed, not to exceed a total of \$51,000. The reimbursement benefit stays with the property and is transferable to any new homeowner of that property if sold within the 10 year incentive timeframe.

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

FINANCIAL IMPACT:

Requested Amount:\$51,000

Line Item:275-275-591200

Budgeted Amount:Future Court Street TIF Budget, Likely FY 2025 or FY 2026

Remaining Funds:N/A

Notes:

REVIEWED BY:

Nic Maquet, Chief Building Official
Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/9/2023
New -

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

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

BY AND BETWEEN

THE CITY OF PEKIN

AND

STEVE SWISHER

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF NOVEMBER, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT
BY AND BETWEEN:
THE CITY OF PEKIN AND
STEVE SWISHER**

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

SECTION ONE: The Redevelopment Agreement with Steve Swisher attached hereto is hereby approved.

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

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 13th day of November, 2023.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 13th day of November, 2023 and filed in the office of the City Clerk of said City on that date.

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

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

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

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

STEVE SWISHER

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

NOVEMBER 13, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
STEVE SWISHER**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 13th day of November, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Steve Swisher** (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on January 11, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property which is owned by the Developer and located at 2020 Dane Kelsey Drive, Pekin, Illinois 61554 (PIN # 04-04-26-202-004) (the “Property”) is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer is proceeding with plans to construct a new single-family residence located thereon with an approximate market value of approximately \$180,000.00 (the “Project”) based upon incentives made available by the City; and

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

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

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

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

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

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall reimburse the Developer for a portion of its TIF Eligible Project Costs incurred in completing the Project as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed those set forth in Section C below; and

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

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

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within twelve (12) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Pekin Court Street TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the **“Steve Swisher Redevelopment Project”**.

C. INCENTIVES

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

1. The City shall reimburse the Developer **Sixty-Five and Seven Tenths Percent (65.7%)** of the annual “net” incremental increase in real estate tax generated over the base year by the Developer’s Project for the reimbursement of a portion of the Developer’s TIF Eligible Project Costs related to land acquisition (as set forth in Exhibit “1” attached hereto). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in the year the completed project is fully assessed, and continue until the last to occur of: (1) a period of nine (9) additional years (for a total of 10 years of reimbursements), (2) until all TIF Eligible Project Costs as described in **Exhibit “1”** and verified pursuant to *Section E* below related to land acquisition are fully reimbursed, or (3) until the Developer has received cumulative total reimbursements not to exceed a total calculated as follows:
 - a. **\$30,000.00** if there is no home built on the Property, or if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of less than \$250,000.00, or
 - b. **\$40,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$250,000.00 or greater but less than \$300,000.00, or
 - c. **\$50,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$300,000.00 or greater but less than \$400,000.00, or
 - d. **\$70,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$400,000.00 or greater.
2. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer’s Project after payment of a proportionate amount of TIF District

administrative fees and costs incurred by the City and payments pursuant to any TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by the Developer's Project by the total increment generated by the TIF District, and multiplying the result by such TIF District administrative fees and costs and payments pursuant to any TIF District Intergovernmental Agreements, if any.

3. In order to continue receiving the incentives set forth herein, the Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default and/or for the City to withhold any payments otherwise due the Developer hereunder until such time as the City's request is satisfied.
4. The reimbursements set forth herein shall run with the Property. In the event the Developer sells or otherwise conveys the Property during the term of the Agreement, any future reimbursements otherwise due the Developer hereunder shall be reimbursed to the subsequent owner(s) of the Property for the remaining term of this Agreement.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs exceed that set forth in *Section C(1)* above.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

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

F. VERIFICATION OF TAX INCREMENT

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

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the

Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the term of this Agreement.

H. LIMITED OBLIGATION

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

I. CITY PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

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

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-

defaulting Party's for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

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

M. TIME; FORCE MAJEURE

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

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall not be assignable. Pursuant to Section C, the reimbursements set forth herein shall run with the Property in the event the Developer sells or otherwise conveys the Property at any time during the term of this Agreement.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

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

Q. NOTICES

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

To Developer:

Steve Swisher
2020 Dane Kelsey Drive
Pekin, IL 61554

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers,

employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire upon the final receipt of increment to which the Developer is entitled pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon any other default by the Developer of this Agreement.

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

CITY OF PEKIN, ILLINOIS

STEVE SWISHER

By: _____
Mayor

Steve Swisher, Individually

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**STEVE SWISHER
“Steve Swisher Redevelopment Project”**

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

Project Description: Developer owns the Property and is proceeding with plans to construct a single-family residence thereon with a market value of greater than \$180,000.00.

Location: 2020 Dane Kelsey Drive, Pekin, Illinois

Parcel Number: 04-04-26-202-004

Estimated Eligible Project Costs:

Land Acquisition \$51,000

Total *Estimated* Eligible Project Costs \$51,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed the limitation set forth in Section C of the Agreement.

EXHIBIT 2

**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY STEVE SWISHER**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated November 13, 2023
by and between the City of Pekin, Illinois, and Steve Swisher (the “Developer”)

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Steve Swisher
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "I"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4129-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and Benjamin Clark

DESCRIPTION: On July 12, 2021 the City Council adopted the Residential Development Tax Increment Financing Incentive Program and on October 9, 2023 the City Council amended this Incentive policy. This policy provides a financial incentive for individuals seeking to construct new single-family residences within one of the existing or proposed TIF Districts.

The attached Redevelopment Agreement establishes the parameters for repayment of TIF eligible expenses to Mr. Clark over a period of 10 years, or until all TIF eligible expenses have been reimbursed, not to exceed a total of \$60,000. The reimbursement benefit stays with the property and is transferable to any new homeowner of that property if sold within the 10 year incentive timeframe.

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

FINANCIAL IMPACT:

Requested Amount:\$60,000

Line Item:275-275-591200

Budgeted Amount: Future Court Street TIF Budget, Likely FY 2025 or FY 2026

Remaining Funds:N/A

Notes:

REVIEWED BY:

Nic Maquet, Chief Building Official
Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/9/2023
New -

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

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

BY AND BETWEEN

THE CITY OF PEKIN

AND

BENJAMIN CLARK

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF NOVEMBER, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT
BY AND BETWEEN:
THE CITY OF PEKIN AND
BENJAMIN CLARK**

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

SECTION ONE: The Redevelopment Agreement with Benjamin Clark attached hereto is hereby approved.

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

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 13th day of November, 2023.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 13th day of November, 2023 and filed in the office of the City Clerk of said City on that date.

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

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

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

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

BENJAMIN CLARK

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

NOVEMBER 13, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
BENJAMIN CLARK**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 13th day of November, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Benjamin Clark** (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on January 11, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property which is owned by the Developer and located at 1916 Susan Hope Drive, Pekin, Illinois 61554 (PIN # 04-04-26-429-001) (the “Property”) is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer is proceeding with plans to construct a new single-family residence located thereon with an approximate market value greater than \$250,000 (the “Project”) based upon incentives made available by the City; and

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

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

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

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

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

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall reimburse the Developer for a portion of its TIF Eligible Project Costs incurred in completing the Project as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed those set forth in Section C below; and

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

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

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within twelve (12) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Pekin Court Street TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the **“Benjamin Clark Redevelopment Project”**.

C. INCENTIVES

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

1. The City shall reimburse the Developer **Sixty-Five and Seven Tenths Percent (65.7%)** of the annual “net” incremental increase in real estate tax generated over the base year by the Developer’s Project for the reimbursement of a portion of the Developer’s TIF Eligible Project Costs related to land acquisition (as set forth in Exhibit “1” attached hereto). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in the year the completed project is fully assessed, and continue until the last to occur of: (1) a period of nine (9) additional years (for a total of 10 years of reimbursements), (2) until all TIF Eligible Project Costs as described in **Exhibit “1”** and verified pursuant to *Section E* below related to land acquisition are fully reimbursed, or (3) until the Developer has received cumulative total reimbursements not to exceed a total calculated as follows:
 - a. **\$30,000.00** if there is no home built on the Property, or if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of less than \$250,000.00, or
 - b. **\$40,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$250,000.00 or greater but less than \$300,000.00, or
 - c. **\$50,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$300,000.00 or greater but less than \$400,000.00, or
 - d. **\$70,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$400,000.00 or greater.
2. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer’s Project after payment of a proportionate amount of TIF District

administrative fees and costs incurred by the City and payments pursuant to any TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by the Developer's Project by the total increment generated by the TIF District, and multiplying the result by such TIF District administrative fees and costs and payments pursuant to any TIF District Intergovernmental Agreements, if any.

3. In order to continue receiving the incentives set forth herein, the Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default and/or for the City to withhold any payments otherwise due the Developer hereunder until such time as the City's request is satisfied.
4. The reimbursements set forth herein shall run with the Property. In the event the Developer sells or otherwise conveys the Property during the term of the Agreement, any future reimbursements otherwise due the Developer hereunder shall be reimbursed to the subsequent owner(s) of the Property for the remaining term of this Agreement.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs exceed that set forth in *Section C(1)* above.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

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

F. VERIFICATION OF TAX INCREMENT

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

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the

Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the term of this Agreement.

H. LIMITED OBLIGATION

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

I. CITY PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

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

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-

defaulting Party's for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

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

M. TIME; FORCE MAJEURE

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

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall not be assignable. Pursuant to Section C, the reimbursements set forth herein shall run with the Property in the event the Developer sells or otherwise conveys the Property at any time during the term of this Agreement.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

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

Q. NOTICES

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

To Developer:
Benjamin Clark
1916 Susan Hope Drive
Pekin, IL 61554

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

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers,

employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire upon the final receipt of increment to which the Developer is entitled pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon any other default by the Developer of this Agreement.

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

CITY OF PEKIN, ILLINOIS

BENJAMIN CLARK

By: _____
Mayor

Benjamin Clark, Individually

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**BENJAMIN CLARK
“Benjamin Clark Redevelopment Project”**

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

Project Description: Developer owns the Property and is proceeding with plans to construct a single-family residence thereon with a market value of greater than \$250,000.00.

Location: 1916 Susan Hope Drive, Pekin, Illinois

Parcel Number: 04-04-26-429-001

Estimated Eligible Project Costs:

Land Acquisition \$60,000

Total *Estimated* Eligible Project Costs \$60,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed the limitation set forth in Section C of the Agreement.

EXHIBIT 2

CITY OF PEKIN, ILLINOIS PEKIN COURT STREET TIF DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY BENJAMIN CLARK

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated November 13, 2023
by and between the City of Pekin, Illinois, and Benjamin Clark (the “Developer”)

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Benjamin Clark
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "I"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4130-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and Kim Farlin and Denise Durrell

DESCRIPTION: On July 12, 2021 the City Council adopted the Residential Development Tax Increment Financing Incentive Program and on October 9, 2023 the City Council amended this Incentive policy. This policy provides a financial incentive for individuals seeking to construct new single-family residences within one of the existing or proposed TIF Districts.

The attached Redevelopment Agreement establishes the parameters for repayment of TIF eligible expenses to Ms. Farlin and Ms. Durrell over a period of 10 years, or until all TIF eligible expenses have been reimbursed, not to exceed a total of \$35,000. The reimbursement benefit stays with the property and is transferable to any new homeowner of that property if sold within the 10 year incentive timeframe.

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

FINANCIAL IMPACT:

Requested Amount:\$35,000

Line Item:275-275-591200

Budgeted Amount:Future Court Street TIF Budget, Likely FY 2025 or FY 2026

Remaining Funds:N/A

Notes:

REVIEWED BY:

Nic Maquet, Chief Building Official
Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/9/2023
New -

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

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

BY AND BETWEEN

THE CITY OF PEKIN

AND

KIM FARLIN AND DENISE DURRELL

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF NOVEMBER, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT
BY AND BETWEEN:
THE CITY OF PEKIN AND
KIM FARLIN AND DENISE DURRELL**

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

SECTION ONE: The Redevelopment Agreement with Kim Farlin and Denise Durrell attached hereto is hereby approved.

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

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 13th day of November, 2023.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 13th day of November, 2023 and filed in the office of the City Clerk of said City on that date.

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

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

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

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

KIM FARLIN AND DENISE DURRELL

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

NOVEMBER 13, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
KIM FARLIN AND DENISE DURRELL

PEKIN COURT STREET TIF DISTRICT**

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 13th day of November, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and Kim Farlin and Denise Durrell (collectively, the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on January 11, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property which is owned by the Developer and located at 2006 Velde Drive, Pekin, Illinois 61554 (PIN # 04-04-25-109-022) (the “Property”) is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer is proceeding with plans to construct a new single-family residence located thereon with an approximate market value greater than \$190,000 (the “Project”) based upon incentives made available by the City; and

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

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

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

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the City has the authority to appropriate and expend funds for economic development purposes, including without limitation, the making of grants to any commercial enterprise that is necessary or desirable for the promotion of economic development within the municipality; and

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall reimburse the Developer for a portion of its TIF Eligible Project Costs incurred in completing the Project as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed those set forth in Section C below; and

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

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

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within twelve (12) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Pekin Court Street TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the **“Kim Farlin and Denise Durrell Redevelopment Project”**.

C. INCENTIVES

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

1. The City shall reimburse the Developer **Sixty-Five and Seven Tenths Percent (65.7%)** of the annual “net” incremental increase in real estate tax generated over the base year by the Developer’s Project for the reimbursement of a portion of the Developer’s TIF Eligible Project Costs related to land acquisition (as set forth in Exhibit “1” attached hereto). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in the year the completed project is fully assessed, and continue until the last to occur of: (1) a period of nine (9) additional years (for a total of 10 years of reimbursements), (2) until all TIF Eligible Project Costs as described in **Exhibit “1”** and verified pursuant to *Section E* below related to land acquisition are fully reimbursed, or (3) until the Developer has received cumulative total reimbursements not to exceed a total calculated as follows:
 - a. **\$30,000.00** if there is no home built on the Property, or if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of less than \$250,000.00, or
 - b. **\$40,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$250,000.00 or greater but less than \$300,000.00, or
 - c. **\$50,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$300,000.00 or greater but less than \$400,000.00, or
 - d. **\$70,000.00** if construction of the home located on the Property is timely completed and has an initial fair market value (as determined by the local Supervisor of Assessments) upon completion of the Project of \$400,000.00 or greater.
2. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived

from the Developer's Project after payment of a proportionate amount of TIF District administrative fees and costs incurred by the City and payments pursuant to any TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by the Developer's Project by the total increment generated by the TIF District, and multiplying the result by such TIF District administrative fees and costs and payments pursuant to any TIF District Intergovernmental Agreements, if any.

3. In order to continue receiving the incentives set forth herein, the Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default and/or for the City to withhold any payments otherwise due the Developer hereunder until such time as the City's request is satisfied.
4. The reimbursements set forth herein shall run with the Property. In the event the Developer sells or otherwise conveys the Property during the term of the Agreement, any future reimbursements otherwise due the Developer hereunder shall be reimbursed to the subsequent owner(s) of the Property for the remaining term of this Agreement.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs exceed that set forth in *Section C(1)* above.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

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

F. VERIFICATION OF TAX INCREMENT

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

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due

to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the term of this Agreement.

H. LIMITED OBLIGATION

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

I. CITY PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

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

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting

Party”) shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party’s for the Defaulting Party’s breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

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

M. TIME; FORCE MAJEURE

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

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall not be assignable. Pursuant to Section C, the reimbursements set forth herein shall run with the Property in the event the Developer sells or otherwise conveys the Property at any time during the term of this Agreement.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

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

Q. NOTICES

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

To Developer:

Kim Farlin / Denise Durrell
1039 W. Wonderview Drive
Dunlap, IL 61525

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The

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

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire upon the final receipt of increment to which the Developer is entitled pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon any other default by the Developer of this Agreement.

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

CITY OF PEKIN, ILLINOIS

KIM FARLIN

By: _____
Mayor

Kim Farlin, Individually

AND

ATTEST:

DENISE DURRELL

City Clerk

Denise Durrell, Individually

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**KIM FARLIN AND DENISE DURRELL
“Kim Farlin and Denise Durrell Redevelopment Project”**

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

Project Description: Developer owns the Property and is proceeding with plans to construct a single-family residence thereon with a market value of greater than \$190,000.00.

Location: 2006 Velde Drive, Pekin, Illinois

Parcel Number: 04-04-25-109-022

Estimated Eligible Project Costs:

Land Acquisition \$35,000

Total *Estimated* Eligible Project Costs \$35,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed the limitation set forth in Section C of the Agreement.

EXHIBIT 2

CITY OF PEKIN, ILLINOIS PEKIN COURT STREET TIF DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY KIM FARLIN AND DENISE DURRELL

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated November 13, 2023
by and between the City of Pekin, Illinois, and Kim Farlin and Denise Durrell (the “Developer”)

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Kim Farlin and Denise Durrell
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit “1”*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "I"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 13, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4131-23/24 An Ordinance Approving and Authorizing the Execution of a Tax Increment Financing Redevelopment Agreement by and between the City of Pekin and McKinley Apartments, LLC

DESCRIPTION: On September 25, 2023, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Tax Increment Financing Redevelopment Plan and Projects (the "Plan"), designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Pekin East Residential TIF District (the "TIF District"); and included in the TIF District Redevelopment Project Area is property owned by the Developer, located at 100 Ironwood Drive, Pekin, Illinois, real estate tax property identification number 05-05-31-311-037 (the "Property"); and the Developer owns said Property and has proceeded with plans to construct a 16-unit apartment complex located thereon (the "Project"), and is doing so based on the availability of TIF incentives offered by the City. The City and the Developer previously entered into a TIF District Predevelopment Agreement (the "Predevelopment Agreement") (attached hereto as Exhibit 'A') regarding the Project on April 25, 2022.

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

FINANCIAL IMPACT:

Requested Amount: \$200,000

Line Item:

Budgeted Amount:

Remaining Funds:

Notes:

REVIEWED BY:

Nic Maquet, Chief Building Official
Robert Grogan, Finance Consultant
Katherine Swise, City Attorney
John Dossey, Interim City Manager
Sue McMillan, City Clerk

Approved - 11/9/2023
New -

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

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

BY AND BETWEEN

THE CITY OF PEKIN

AND

MCKINLEY APARTMENTS, LLC

**PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING
DISTRICT**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF NOVEMBER, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

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

**BY AND BETWEEN:
THE CITY OF PEKIN AND
MCKINLEY APARTMENTS, LLC**

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

SECTION ONE: The Redevelopment Agreement with McKinley Apartments, LLC attached hereto is hereby approved.

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

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

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 13th day of November, 2023.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 13th day of November, 2023 and filed in the office of the City Clerk of said City on that date.

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

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

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

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

MCKINLEY APARTMENTS, LLC

**PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING DISTRICT**

NOVEMBER 13, 2023

REDEVELOPMENT AGREEMENT

by and between
CITY OF PEKIN

and
MCKINLEY APARTMENTS, LLC

PEKIN EAST RESIDENTIAL TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 13th day of November, 2023, by and between the City of Pekin (the “City”), an Illinois Municipal Corporation, Tazewell County, Illinois, and McKinley Apartments, LLC, an Illinois Limited Liability Company (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the City and providing employment for its citizens; and

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other City revenues; and

WHEREAS, on September 25, 2023, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Tax Increment Financing Redevelopment Plan and Projects (the “Plan”), designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Pekin East Residential TIF District (the “TIF District ”); and

WHEREAS, included in the TIF District Redevelopment Project Area is property owned by the Developer, located at 100 Ironwood Drive, Pekin, Illinois, real estate tax property identification number 05-05-31-311-037 (the “Property”); and

WHEREAS, the Developer owns said Property and has proceeded with plans to construct a 16-unit apartment complex located thereon (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

WHEREAS, the City and the Developer previously entered into a TIF District Predevelopment Agreement (the “Predevelopment Agreement”) (attached hereto as **Exhibit ‘A’**) regarding the Project on April 25, 2022; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as listed in the attached ***Exhibit "1"*** of the Predevelopment Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and in the Predevelopment Agreement, the City and the Developer agree as follows:

1. This Redevelopment Agreement adopts and incorporates all terms and provisions of the Predevelopment Agreement attached hereto as Exhibit A.
2. This Redevelopment Agreement does not modify any terms or provisions of the Predevelopment Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their

duly authorized officers on the above date at Pekin, Illinois.

CITY
Pekin, Illinois, a Municipal Corporation

BY: _____
Mayor, City of Pekin

ATTEST:

City Clerk, City of Pekin

DEVELOPER
McKinley Apartments, LLC, An Illinois
Limited Liability Company

BY: _____

NAME: _____

TITLE: _____

H:\PEKIN\TIF 4 East Residential\Agreements\RDA\McKinley Apartments, LLC\Pekin East Residential TIF McKinley Apartments,
LLC RDA 9 November 2023.wpd

EXHIBIT 1

TIF DISTRICT PREDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PEKIN, ILLINOIS

AND

MCKINLEY APARTMENTS, LLC

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 3077-21/22

**PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING DISTRICT**

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT PREDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

MCKINLEY APARTMENTS, LLC

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
ON THE 25TH DAY OF APRIL, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. 3077-21/22

PEKIN EAST RESIDENTIAL TIF DISTRICT

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT PREDEVELOPMENT AGREEMENT

by and between

THE CITY OF PEKIN

and

MCKINLEY APARTMENTS, LLC

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

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

1. The TIF Predevelopment Agreement with McKinley Apartments, LLC (the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 25th day of April, 2022.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

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PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Pekin this 25th day of April, 2022.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
John Abel	✓			
Becky Cloyd	✓			
Lloyd Orrick	✓			
Dave Nutter	✓			
Rick Hilst		✓		
Karen Hohimer	✓			
Mark Luft, Mayor				✓

APPROVED: Becky Cloyd, Date 4 / 25 / 2022
Mayor Pro Tem

ATTEST: Sue McMillan, Date: 4 / 25 / 2022
City Clerk, City of Pekin

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Pekin and McKinley Apartments, LLC.

EXHIBIT A

**TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN

and

MCKINLEY APARTMENTS, LLC

**TAX INCREMENT FINANCING DISTRICT
PREDEVELOPMENT AGREEMENT**

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

MCKINLEY APARTMENTS, LLC

**PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING DISTRICT**

APRIL 25, 2022

PREDEVELOPMENT AGREEMENT

**by and between
CITY OF PEKIN
and**

MCKINLEY APARTMENTS, LLC

PEKIN EAST RESIDENTIAL TIF DISTRICT

THIS PREDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 11th day of April, 2022, by and between the City of Pekin (the “City”), an Illinois Municipal Corporation, Tazewell County, Illinois, and McKinley Apartments, LLC, an Illinois Limited Liability Company (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the City and providing employment for its citizens; and

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

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other City revenues; and

WHEREAS, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City is intending, subject to the requirements of the Act, to establish a Tax Increment Financing District to be known as the Pekin Highland Street TIF District (the “TIF District”); and

WHEREAS, included in the proposed Pekin East Residential TIF District is property owned or to be acquired by the Developer, located at 100 Ironwood Drive, Pekin, Illinois, real estate tax property identification number 05-05-31-311-037 (the “Property”); and

WHEREAS, the Developer owns or will acquire said Property and is proceeding with plans to construct a 16-unit apartment complex located thereon (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

WHEREAS, previously the City adopted a Resolution of Inducement (Resolution No. 366-21/22), on February 14, 2022, in which it expressed its intentions to enter into a Redevelopment Agreement with the Developer; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the

real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer's proposed Project is consistent with the proposed TIF District Redevelopment Plan and Projects for the proposed Redevelopment Project Area and further conforms to the land uses of the City as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the proposed Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a Redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit "1"*** of this Predevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated from its Project and the City agreed to such incentives; and

WHEREAS, the City has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the proposed Redevelopment Plan of the City; and

WHEREAS, the Parties have agreed that the City shall reimburse the Developer **Fifty percent (50%)** of the annual "net" incremental increase in real estate tax revenues derived from the Developer's Project for reimbursement of the Developer's Estimated TIF Eligible Project Costs as set forth in ***Exhibit "1"*** attached hereto. Such reimbursement shall commence with tax year 2023 payable 2024 real estate tax increment generated by the Project, and shall continue only for the current remaining life of the proposed TIF District (tax year 2045 payable 2046), or upon the Developer's receipt of the maximum reimbursement amount of **Two Hundred Thousand Dollars and No Cents (\$200,000.00)** as set forth in ***Exhibit "1"*** attached hereto, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Pekin East Residential TIF District designated as the **"McKinley Apartments, LLC Special Account"** ("Special Account"). "Net" real estate tax increment is defined as real estate tax increment derived from the Developers's Project as previously described after a proportionate payment of administrative fees and costs.

WHEREAS, this Agreement is subject to and contingent in its entirety on the City's successful establishment of the TIF District which includes the Property; and

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the

Project as set forth in ***Exhibit "1"***, and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. The Developer shall complete the Project within sixteen (16) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. The City agrees to use its best efforts and take all actions required to create the Pekin East Residential TIF District for a period of 23 years in length to include the Developer's Property.
6. The city further agrees to enter into a Redevelopment Agreement with the Developer containing the same essential terms and conditions of this Predevelopment Agreement within sixty (60) days after the creation of the Pekin East Residential TIF District, provided such Redevelopment Agreement is in compliance with the Act.
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City is in the process of creating a Tax Increment Financing District known as the "Pekin East Residential TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in ***Exhibit "1"*** for the Developer's Project which shall be hereafter known as the **"McKinley Apartments, LLC Redevelopment Project."**

C. INCENTIVES

In consideration for the Developer purchasing the Property and completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. The City shall reimburse the Developer **Fifty percent (50%)** of the annual "net" incremental increase in real estate tax generated over the base year by the Developer's Project for the reimbursement of the Developer's Eligible Project Costs (*Exhibit "1"*). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in year 2023 and paid in 2024, and continue for the current remaining life of the proposed TIF District, which is tax year 2045 with final payment received in 2046, or until all TIF eligible project costs as described in *Exhibit "1"* are fully reimbursed, not to exceed a total of **Two Hundred Thousand Dollars and No Cents (\$200,000.00)**, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Pekin East Residential TIF District designated as the **"McKinley Apartments, LLC Special Account"** (the "Special Account"). All monies deposited into the Special Account shall be used exclusively by the City for the purposes set forth in this Agreement.
2. "Net" real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer's Project after payment of the proportionate amount of administrative fees and costs incurred by the City and payments pursuant to TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by the Developer's Project by the total TIF District increment.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all TIF Eligible Project Costs permitted by the Act (subject to a limitation of \$200,000.00) and as set forth in *Exhibit "1"* from the real estate tax increment generated by this Project located on the Property and deposited into the Special Account, but only for the term of the Agreement and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible project in excess of the amount authorized by this Agreement upon mutual agreement.
2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to timely complete the project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (*Exhibit "2"*, "Requisition") submitted from time to time by the Developer to the City's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and subject to the Administrator's approval of the costs and to the availability

of funds in the Special Account.

2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the City by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.
4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The City shall pay such approved eligible Costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from the County.
8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.

2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current anticipated expiration of the proposed Redevelopment Plan and Projects adopted by the City (tax year 2045 payable 2046); at an earlier time if the City passes an ordinance terminating the TIF District; or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section G* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

H. LIMITED OBLIGATION

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

fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

I. CITY PUBLIC PROJECTS

The City intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The City shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the City in the TIF District.

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

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

K. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

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

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

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete this Project within sixteen (16) months following the date of execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

N. ASSIGNMENT

The City hereby approves the assignment of the increment payable under this Agreement to Morton Community Bank in the event such an assignment is used as collateral for the Developer's financing for the Project. However, any increment payable to Morton Community Bank pursuant to any such assignment is subject to compliance by the Developer of each and every term set forth in this Agreement. The Developer may not otherwise delegate any of its obligations set forth herein.

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the City may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

P. WAIVER

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

Q. SEVERABILITY

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

R. NOTICES

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

TO CITY:

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

TO DEVELOPER:

McKinley Apartments, LLC
c/o Andrew Leman
2807 Broadway St.
Pekin, IL 61554
Telephone: (309-347-5984)

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

S. SUCCESSORS IN INTEREST

Subject to the provisions of *Section N*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

U. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder.

V. ENTIRE AGREEMENT

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

W. TITLES OF PARAGRAPHS

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

X. WARRANTY OF SIGNATORIES

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

Y. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration of the proposed Pekin East Residential TIF District, tax year 2045 payable 2046, or upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Agreement.

[The remainder of this page is intentionally left blank]

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

CITY

Pekin, Illinois, a Municipal Corporation

BY: Becky Boyd
Mayor, City of Pekin
Pro Tem

ATTEST:

Sue M. McMillan
City Clerk, City of Pekin

DEVELOPER

McKinley Apartments, LLC, an Illinois
Limited Liability Company

BY: Andrew W. Lemay

NAME: ANDREW W. LEMAY

TITLE: CEO, LEMAY PROPERTY MANAGEMENT CO-
LLC MANAGER

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

McKinley Apartments, LLC Redevelopment Project
Pekin East Residential TIF District in the City of Pekin, Tazewell County, Illinois

Project Description: The Developer owns the Property and is proceeding with plans to construct a 16-unit apartment complex located thereon .

Street Location: 100 Ironwood Drive, Pekin, Illinois

PIN#s: 05-05-31-311-037

***Estimated* TIF Eligible Project Costs:**

Land Acquisition	\$195,000
Site Preparation, Clearing & Grading.	\$57,000
Professional Fees (Engineering, Accounting, Legal, Architectural, etc.)	\$150,000
Public Infrastructure Improvements	\$87,000
Interest Buy-Down (30% of Interest Expense)	\$13,000
Total <i>Estimated</i> TIF Eligible Project Costs*	\$502,000

*The City's reimbursement of TIF Eligible Project Costs to the Developer shall not exceed \$200,000.00, as set forth in this Predevelopment Agreement.

EXHIBIT 2

CITY OF PEKIN, ILLINOIS PEKIN EAST RESIDENTIAL TAX INCREMENT FINANCING DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY MCKINLEY APARTMENTS, LLC

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Predevelopment Agreement, dated April 25, 2022
by and between the City of Pekin, Illinois, and
McKinley Apartments, LLC (the "Developer")

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Predevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Predevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: McKinley Apartments, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in **Exhibit "1"** of the Predevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

Any violation of this oath shall constitute a default of the Predevelopment Agreement and shall be cause for the Village to unilaterally terminate the Predevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "I"*** of the Predevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

APPROVED BY CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____

ORDINANCE NO. DRAFT

AN ORDINANCE AMENDING THE ALCOHOLIC LIQUOR CODE, CHAPTER 5, ARTICLE II, SECTION 7 CLASSIFICATIONS AND LICENSEE FEES TO LIMIT THE NUMBER OF CLASS VG LICENSES TO A MAXIMUM OF 50 LICENSES

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 allows video gaming within its corporate limits pursuant to the Illinois Video Gaming Act (230 ILCS 40/1 et seq.); and

WHEREAS, subject to specific exceptions, the Illinois Video Gaming Act authorizes video gaming only within retail establishments where alcohol is drawn, poured, mixed, or otherwise served for consumption on the premises; and

WHEREAS, the City Council has previously adopted regulations pertaining to the operation of video gaming establishments by requiring such establishments to obtain and comply with a supplemental license under the City Liquor Code; and

WHEREAS, in order to prevent the dilution of the market by the ever increasing opening of licensed video gaming establishments, the City Council finds it is in the best interests of the City, its residents and businesses to limit the number of Video Gaming Supplemental Licenses available under the City Liquor Code.

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

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

Section 2. Chapter 5, Article II, Section 5-2-7(5) of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strike through~~):

(5) *Class VG.* A Class VG Rider shall authorize the licensee to operate video gaming terminals on the licensed premises. No Class VG Rider shall be issued unless the licensee already holds a Class A license issued under this Article; provided, however, that licensed fraternal organizations, licensed veterans organizations, and licensed truck stops may apply for and obtain a Class VG Rider without first obtaining a Class A license. No video gaming terminal may be located in any outdoor sales area. The operation of video gaming terminals shall

not be permitted during the hours sales of alcohol are prohibited pursuant to Sections 5-2-13 through 5-2-17. Licensees holding a Class VG Rider shall comply with the provisions of the Illinois Gaming Act (230 ILCS 40/1 et seq.), as amended from time to time, which is adopted by reference and made a part of this Article. No additional fee shall be charged for a Class VG Rider. There shall be no more than fifty (50) establishments licensed to operate video gaming terminals in the City at any given time. No additional Class VG Rider shall be issued by the City whenever fifty (50) such Class VG Riders have been issued and are outstanding.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

DRAFT