



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, DECEMBER 28, 2020 5:30 PM

This will be a Remote Meeting held via "Zoom Meetings". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. You will be able to listen to the meeting and submit comments during the time for Public Comments by sending a direct message to the meeting host using Zoom Meetings

To join in the meeting follow this link: <https://zoom.us/j/6898035689>. By phone, dial in and listen to the Meeting as follows: 1-312-626-6799; then enter Meeting ID 689 803 5689. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the Deputy City Clerk at nlstewart@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on December 28, 2020".

To view meeting online go to: <http://pekinil.iqm2.com> (click banner at the top that states "View live meeting") or Channel 22

1. Pledge of Allegiance

2. Call to Order

3. Approve Agenda

3.1. Approve agenda

4. Approval of Minutes

4.1. City Council - Regular Meeting - Dec 14, 2020 5:30 PM

5. Public Input

6. Consent Agenda

6.1. Ordinance No. 2940 - 20/21 Approving a Variance Request to Construct a Carport at 1002 Prince Street

ACTION REQUESTED: Approve and Adopt the Ordinance.

6.2. Ordinance No. 2941-20/21 Approving a Special Use for a Drive-Up Window at 3208

Court St by Leaves N' Beans Coffee Shop ACTION REQUESTED: Approve and Adopt the Ordinance.	
6.3.	Accounts Payable to be Paid Proof List thru December 25, 2020
7.	New Business
7.1.	Resolution No. 199 - 20/21 Approving Agreement with District No. 303 for a Police Liaison Resource Officer at the Pekin High School During the 2020-2021 School Year ACTION REQUESTED: Approve and Adopt the Resolution.
7.2.	Resolution No. 200 - 20/21 Approving Agreement with IDOT for Dilemma Zone Improvements and LED Lighting at the IL 29 / Manito Blacktop Intersection ACTION REQUESTED: Approve and Adopt the Resolution.
7.3.	Resolution No. 201 - 20/21 Approving an Amendment to the Construction and Maintenance Agreement with Tazewell & Peoria Railroad, Inc. ACTION REQUESTED: Approve and Adopt the Resolution.
7.4.	Resolution No. 202 - 20/21 Approving Settlement Agreement Between Pekin Firefighters Retiree's Health Insurance Fund Board and the City of Pekin ACTION REQUESTED: Approve and Adopt the Resolution.
7.5.	Ordinance No. 2942 - 20/21 Agreement for Purchase and Sale of Real Estate in 500 Block of Margaret Street ACTION REQUESTED: Approve and Adopt the Ordinance.
7.6.	Discussion on Allocation of CDBG Funding
7.7.	Discussion on Adding Security Enhancements to City Hall Customer Service Windows
8.	Any Other Business To Come Before The Council
9.	Executive Session 5 ILCS 120/2 (c)
10.	Adjourn

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY DECEMBER 14, 2020 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

THIS WILL BE A REMOTE MEETING HELD VIA "ZOOM MEETINGS". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; DUE TO THE GOVERNOR'S EXECUTIVE ORDER REGARDING COVID-19 AND THE RELAXING OF THE OPEN MEETING ACT REQUIREMENTS, THIS MEETING WILL BE HELD REMOTELY VIA ZOOM MEETINGS WITHOUT AN IN-PERSON MEETING LOCATION FOR THE PUBLIC TO ATTEND. YOU WILL BE ABLE TO LISTEN TO THE MEETING AND SUBMIT COMMENTS DURING THE TIME FOR PUBLIC COMMENTS BY SENDING A DIRECT MESSAGE TO THE MEETING HOST USING ZOOM MEETINGS

TO JOIN IN THE MEETING FOLLOW THIS LINK:

HTTPS://ZOOM.US/J/6898035689. BY PHONE, DIAL IN AND LISTEN TO THE MEETING AS FOLLOWS: 1-312-626-6799; THEN ENTER MEETING ID 689 803 5689. PRIOR TO THE MEETING, YOU CAN ALSO SUBMIT A PUBLIC COMMENT REMOTELY BY EMAIL, BY 3 PM THE DAY OF THE MEETING, BY SENDING AN EMAIL TO THE CITY CLERK AT SMC MILLAN@CI.PE KIN.IL.US AND INSERTING IN THE SUBJECT LINE FOR THE EMAIL "PUBLIC COMMENT FOR MEETING ON DECEMBER 14, 2020".

TO VIEW MEETING ONLINE GO TO: HTTP://PEKINIL.IQM2.COM (CLICK BANNER AT THE TOP THAT STATES "VIEW LIVE MEETING") OR CHANNEL 22

PLEDGE OF ALLEGIANCE

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meetings Act requirements, this meeting was held remotely via Zoom Meetings without an in person meeting location for the public to attend. Therefore, the provisions of the City Code regarding electronic attendance did not apply.

The Pledge of Allegiance was led by Councilmember Orrick.

The Clerk confirmed by roll call vote, that all Council Members were physically present except Councilmember Garrison who was present via Zoom Meetings.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Remote	5:31 PM
Rick Hilst	Councilman	Present	5:31 PM
Karen Hohimer	Councilwoman	Present	5:04 PM

Minutes Acceptance: Minutes of Dec 14, 2020 5:30 PM (Approval of Minutes)

Dave Nutter	Councilman	Present	5:32 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:17 PM
John P Abel	Councilman	Present	5:04 PM
Mark Luft	Mayor	Present	5:32 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

APPROVAL OF MINUTES

4.1. City Council - Regular Meeting - Nov 23, 2020 5:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

PUBLIC INPUT

5.1. Public Input

Mr. Jim Mangan spoke via Zoom Meetings and addressed the Council. Mr. Mangan reminded Council that he had not received answers to his questions from the last meeting. He also questioned if reimbursements were made from the original contractor that ran the camera regarding the Whitehurst addition and spoke regarding the mill and overlay on 14th Street. Mr. Mangan then commented on agenda item 8.11 Redevelopment Agreement with DCX-CHOL and encouraged Council to reject agenda items 8.12, 8.13 and 8.16 as outlined in his email to Council.

Mayor Mark Luft read an email submitted by Philip Lippy regarding agenda item 8.11 DCX-CHOL Redevelopment agreement.

5.2. 2019 CDBG Consolidated Annual Performance and Evaluation Public Hearing

Mayor Mark Luft opened the public hearing at 5:44 P.M.

CDBG Program Manager, Mr. David Bess, explained that each year the city received allocation called CDBG and after each program year is complete the City submits the CAPER. Per the CDBG Participation, the City provided access on the website and a period for public comments that ran November 30, 2020 through the end of the hearing. Mr. Bess explained that the public comment period and hearing gave an opportunity for the public to ask questions that would be included in the report to HUD. Mr. Bess added that there were many changes to the 2019 report, including turnover in city manager role that caused delays, two grants to homeless shelters, assistance to low to moderate-income households and demolitions. Capers is available on the website.

City Manager, Mr. Rothert, added that since the City was successful in obtaining economic support with the State, the City will look to reallocate program dollars in the near future to other purposes and those dollars from economic support designed to reimburse the City for small business grants. Another hearing will be held in 2020.

Mayor Luft closed the public hearing at 5:49 PM.

CONSENT AGENDA

- 6.1. **Financial Reports October 2020**
- 6.2. **Accounts Payable to be Paid Proof List thru November 13, 2020**
- 6.3. **Accounts Payable to be Paid Proof List thru November 27, 2020**
- 6.4. **Accounts Payable to be Paid Proof List thru December 11, 2020**
- 6.5. **Police Department Monthly Stats - November 2020**
- 6.6. **Resolution No. 193-20/21 Mayor's Appointment of Jack Steger to the Economic Development Advisory Committee to Fill the Unexpired Term of Steven Martin Until the First Monday in May 2022**
- 6.7. **Resolution No. 194-20/21 Mayor's Appointment of Nicholas Hall to the Human Rights Committee to fill the unexpired term of Stephanie Rhodes until the first Monday in May 2022**

Motion to: **Approve Consent Agenda**

Mayor Luft read the 7 Consent Agenda items.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

UNFINISHED BUSINESS

- 7.1. **Ordinance No. 1568-A216-20/21 Rezoning Parking Lot at 1111 Broadway**
City Manager, Mr. Mark Rothert, presented the agenda item to Council. Mr. Rothert summarized that PNC Bank requested to rezone 1111 Broadway Street from B-1, Local Business, to B-3 General Business. The parking lot serves the building located at 1101 Broadway and the applicant was seeking to rezone the parking lot and the adjacent building to B-3 to assist in attracting future tenants. The Planning Commission met on November 18, 2020 and voted unanimously to recommend approval of the requested rezoning. Mr. Rothert added that the item came before Council last meeting but no minutes were available as had been requested by some Councilmembers. The minutes were now included.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

NEW BUSINESS

- 8.1. **Ordinance No. 2926-20/21 IMLRMA Min/Max Contribution**
City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt the ordinance. Mr. Rothert explained that the City of Pekin requested proposals for general liability and workers' compensation insurance for 2021, 2022, and 2023. The proposals were due November 23, 2020 and two agencies submitted responses. The Safety Committee reviewed those responses from IMLRMA and ICRMT through Unland Companies. Neither company submitted a proposal for the third year. The committee recommended the selection of IMLRMA in the Min/Max program, which the City had been

participating in since 2008. The committee requested and recommended the contribution amount of \$955,896.

Councilmember Orrick questioned the cost for the bus department insurance.

Human Resources Director, Ms. Sarah Newcomb, explained that the cost is not divided up for general liability, the cost is disbursed amongst the departments as is done for all insurance related costs for medical workers' comp and general liability. Once the bill was finalized, it would then get charged back to the department. Mr. Rothert stated that the bus department budget came out to a positive number, a net surplus each year.

Mr. Rothert pointed out that an amendment of the ordinance had been given to Council from the treasurer using template language from IML, the contract would have to be renewed each year.

Councilmember Abel questioned the cost of claims.

Ms. Newcomb replied that in the last three years there had been a decrease in claim dollars. The current year is different as we had more claims due to COVID-19 but the claim dollars were actually less on General Liability and Workers' Comp.

Councilmember Nutter suggested that according to RMA, paying ahead of time would save \$9K to the City.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.2. Resolution No. 195-20/21-Approval of the CDBG 2019 Consolidated Annual Performance and Evaluation Report (CAPER)

City Manager, Mr. Mark Rothert, stated that the agenda item was in relation to the public hearing just held to file the CDBG program report for 2019-2020.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.3. Ordinance No. 2927-20/21 Amending special use permit for 602 N. 5th for maintaining fencing requirement

City Manager, Mr. Mark Rothert, presented the request to Council. Mr. Rothert summarized that the request for a special use modification submitted by Screaming Eagle Properties for property located in a B-3 zoning district at 602 N 5th Street. A special use was previously approved by the Planning Commission to allow outdoor sales of vehicles with the condition that the installation of a privacy fence on the east side of the property be installed and that parking be limited not to extend into the right-of-way. Staff confirmed that the neighbor did not want a fence built between the neighbor's house and the owner's property, therefore, the petitioner requested to waive the requirement to build a fence. The Planning Commission met on December 9, 2020 and voted to reject the request to not build a fence. Mr. Rothert added that approving the denial would require the owner to build a fence and the recommendation was a denial.

Attorney Katherine Swise clarified that the motion should be to approve the amendment of the special use permit to remove the fencing requirement. Motion on the floor is to approve the amendment to maintain the fencing is unclear whether it should keep or remove the fence.

Councilmember Hilst corrected his motion and motioned to approve Ordinance No. 2927-20/21 Amending special use permit for 602 N. 5th to remove fencing requirement, seconded by Councilmember Hohimer.

Mr. Rothert, explained that the Council has the power to remove the requirement.

Mayor Luft clarified that a no vote would mean that you do want the fence installed.

Mr. Rothert added that the neighbor did not want the fence for safety reasons.

Ms. Swise explained that there was a code requirement to require a fence between residential and business use, Council could waive the requirement as long as the current homeowner was the homeowner.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Rick Hilst, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Orrick, Abel, Luft
NAYS:	Rick Hilst, Dave Nutter

8.4. Ordinance No. 2928-20/21 Amending special use permit for 602 N. 5th for Owner's Use of Right Of Way

City Manager, Mr. Mark Rothert, presented the request to Council. Mr. Rothert explained that the request was again for a special use from Screaming Eagle Properties to address the other issue of limited parking of the sale vehicles in the right-of-way. The Planning Commission took the request to utilize the right-of-way to park vehicles pending a right-of-way agreement. The Planning Commission met on December 9, 2020 and voted to approve the recommendation to Council.

Councilmembers discussed how a portion of the right-of-way goes into the parking lot in which cars were always parked there for many years which is a code violation.

Attorney Katherine Swise added that the Planning Commission had received complaints of cars going into the sidewalk area.

Mr. Rothert pointed out that the right-of-way agreement prohibits parking.

Ms. Swise stated that the code would apply regardless of an agreement. The agreement would clarify the right-of-way provisions.

Councilmember Hilst expressed concerns with the language in the code siting a specific number of off-site parking spots in relation to the three businesses in that location.

Planning and Zoning Director, Mr. Matt Fick, explained that the insurance agency parking was based on the number of employees and square footage. Mr. Fick did not have that calculation readily available.

Councilmember Hohimer stated that there were no parking spots anywhere for the businesses or specific customer parking spots.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Rick Hilst, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Orrick, Abel, Luft
NAYS:	Rick Hilst, Dave Nutter

8.5. Resolution No. 196-20/21 Non-Exclusive Right of Way Lease Agreement with Screaming Eagle Properties LLC

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the resolution. Mr. Rothert summarized the request and stated that the property located at 602 N 5th Street had a parking lot that extended into the State Street right of way. It was paved a number of years ago and used for parking by the various tenants and/or owners of the property without incident and undetected until recently when it came to light as part of the special use review process for the Screaming Eagle Properties request to conduct used car sales in that location. The property owner was seeking to enter into a right of way licensing agreement with the City to allow himself and his tenants the ability to park vehicles in the right of way, including for sale vehicles, as well as to place permanent signage advertising businesses located on premises. The proposed right of way license agreement, drafted by City legal counsel, would prohibit the blocking of any pedestrian access, require the property owner to indemnify the City and maintain general liability insurance in the amount of \$1,000,000 per occurrence which also lists the City as additionally insured. Given the long-term use of the State Street right of way for parking this agreement seemed reasonable and offered the City a level of protection that did not currently exist. Mr. Rothert added that the item was related to the previous agenda item that was approved.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Orrick, Abel, Luft
NAYS:	Rick Hilst, Dave Nutter

8.6. Ordinance No. 2929-20-21 Parcel Subdivision of city lot in 100 block of Elizabeth

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the ordinance. Mr. Rothert explained that the next four items deal with the city owned parking lot of the 100 block of Elizabeth where the cell tower is located and previous parking lot lease agreements with the neighbor. The Planning Commission and Zoning Board of Appeals met on December 9, 2020 to approve a subdivision petition and lot size variance to allow for the creation of new parcel of record and split the parcel into three different parcels. A parcel map was provided to Council by email and was updated in the packet. One parcel had a cell tower that was retained by the city, another that was L-shaped with utility access easement and the third was a 6.5 foot wide strip parcel. The plat subdivision was required to sell the parcels off.

Councilmember Nutter questioned how many surveys were completed.

Mr. Rothert explained that one survey was done months ago to identify pins and property lines and then work was done to get the survey plat ready. One survey done in two parts. Mr. Rothert confirmed that SEICO paid half of the survey cost.

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

8.7. Ordinance No. 2930-20-21 Lot size variance of city owned lot in 100 block of Elizabeth St.

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the ordinance. Mr. Rothert stated that subdividing a parcel in the zoning business district requires a certain size. A lot size variance was needed to allow for the parcels to exist with the current zoning classification. The item was presented before the Zoning Board of Appeals on December 9, 2020 and was approved.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.8. Ordinance No. 2931-20/21 Authorizing sale of 6.5 ft. City strip parcel in 100 Block of Elizabeth St.

City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt the ordinance. Mr. Rothert indicated that Council approved the subdivision of the parcels and approved a variance. It was envisioned to sell parcels B & C described in Council's memo. Parcel B is the L shaped strip and Parcel C is the 6.5 foot wide strip on the easterly border. The City worked with perspective buyers and the ideal buyer would be SEICO, the adjacent property owners to the East. The agenda item entailed selling and authorizing the sale to SEICO to join SEICO's parcel allowing the encroachment of a garage structure on city property and transferring that property to SEICO.

Mr. Rothert confirmed to Council that SEICO would pay \$1 for the purchase because they paid half of the \$3K survey.

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

8.9. Ordinance No. 2932-20/21 Authorizing the sale of City owned parcel in 100 Block of Elizabeth St.

City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt the ordinance. Mr. Rothert explained that the proposed item was to sell the final L-shaped parcel to Stratus Network, a fiber company looking to build a utility shed, for \$15,600. The access easement would remain on the property to provide access to the cell tower company. Stratus' plan was to redevelop the lot and put a utility structure on the North half of the property. Mr. Rothert added that there currently was a lease with the City and SEICO. A notice was provided to vacate the property by December 31st, which was less than two months ago.

Councilmember Nutter discussed whether the property needed to be put out for bid.

Mr. Rothert stated that because the property was located in the TIF District it had different rules. Mr. Rothert added that more latitude was provided to negotiate with developers and at minimum notice was required to the public that the City would accept all interested offers.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.10. Ordinance No. 2933-20/21 Amend Predevelopment Agreement with Sud Family Limited Partnership

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the ordinance. Mr. Rothert explained that the City entered into a predevelopment agreement with Sud Family Limited Partnership on 02/10/2020 for Sud's to complete renovations to their building located at 111 6th Street to relocate offices. Sud's requested a term extension to complete their project due to delays impacted by the COVID pandemic and in working with the State of Illinois. The predevelopment agreement currently stated that the Developer agreed to complete the project on or before December 31, 2020. Since Sud's originally had 11 months from February 2020 to December 2020 as their original term, a year extension would be an appropriate timeframe for them to undertake their renovation project. The ordinance would move the project completion term to December 31, 2021. Mr. Rothert noted to Council that if a new TIF District was established, the City would have to transition with Sud's from the predevelopment agreement to a full redevelopment agreement with the same terms and conditions.

Councilmember Abel questioned the problems and allegations on the Sud's building floor that should be answered by the public.

Mr. Rothert felt that the Sud family was a respectable firm and would make the building suitable. They were a locally family owned business looking to invest in our community. Mr. Rothert stated that he supported their project in Pekin and would hope to see more with them.

Councilmember Nutter did not understand why the city would not wait until the new TIF was established to pass the ordinance and also questioned if Sud's took advantage of funding as offered in the IML book through the fire prevention funding.

Mr. Rothert explained that if the City waited until January to pass the ordinance, Sud's would then be in default. This is the reason why they requested an extension before the end of the agreement.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.11. Ordinance No. 2934-20/21 Amend Redevelopment Agreement with DCX-CHOL

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the ordinance. Mr. Rothert summarized that the City approved a redevelopment agreement with DCX-CHOL on July 13, 2020 for the company to expand operations and create over 90 jobs at 200 Enterprise Drive in the Riverway Industrial Park. DCX-CHOL's expansion plans changed, however, and it became more advantageous for the company to expand the footprint of its existing building at 225 Enterprise Drive while also purchasing the adjacent building at 205 Enterprise Drive. The company requested that the parties amend the redevelopment agreement to reflect that TIF incentives be applied to the property at 205 Enterprise Drive. All other terms and conditions stayed the same.

Council discussed the history of the building and the proposed expansion. Councilmember Orrick added that the building started out as a spec building by the City, the hospital and other investors for \$150K.

Mr. Rothert added that the amount of the expansion was yet to be determined on the current building but stated that it would create value in the TIF district that would pay for the incentive itself offered by the City.

Mayor Luft and Councilmember Hohimer spoke in favor of the agenda item.

Council also discussed the timeframe of the transfer.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.12. Ordinance No. 2935-20/21 Designating and Approving the Pekin Business Development District No.1 and Imposing an Additional 1.0% Sales Tax and Hotel/Motel Tax

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the ordinance. Mr. Rothert stated that the next set of agenda items were related to this item and it was a packaged deal. This first item dealt with the BDD and imposition of sales tax and hotel/motel tax but the other items related to property tax establishing the levy and the reduction of rates on the sewer fee. Mr. Rothert explained that the City of Pekin had been working throughout the year to create a new tool for economic growth and infrastructure investment through the designation of a Business Development District Area, primarily along Court Street and major commercial corridors of the community. Mr. Rothert stated that the BDD Area was contiguous, met qualifying standards of the Business District Development Act and included parcels of property that would directly and substantially benefit from the proposed Business Development District Plan. The BDD Plan set forth factors constituting the need for redevelopment within the proposed area. Conditions pertaining to lack of private investment within the proposed area were identified to determine whether contiguous parcels of property would be substantially benefitted by the proposed public and private

redevelopment project improvements. An analysis of the area found that, on the whole, it had generally not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed or redeveloped without the adoption of the BDD Plan. It was further determined that the implementation of the BDD Plan would help to reduce unemployment by increasing opportunities in the local commercial and light industrial sectors, increase retail business activity, improve public infrastructure, revitalize and repurpose underutilized buildings and increase the overall value. The BDD Plan would also create public safety and quality of life of the community for its residents, address blighting conditions that hinder the provision of housing accommodations and by completing the Redevelopment Projects, enhance the tax base of the taxing districts. Mr. Rothert continued to explain that the implementation of the BDD Plan required funding generated through the imposition of an additional 1.0% retailers' occupation tax, service occupation tax, and hotel operators' occupation tax in the that area to pay for BDD project costs. The taxes generated through the BDD would not be imposed on food for consumption that is to be consumed off the premises where it is sold, prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicles and the like. All revenues received by the City would be deposited into a special fund of the City designated for the Pekin Business Development District No. 1 Tax Allocation Fund. Any revenues in the Business District Tax Allocation Fund would be used for paying or reimbursing business district project costs and obligations incurred in the payment of those costs. Mr. Rothert also added that per the adopted ordinance, a substantial portion of such revenues would be dedicated to capital expenditures or public infrastructure costs. To offset the impact of the 1.0% increase in BDD sales taxes to Pekin residents, the City also proposed to reduce the property tax levy by 10% and reduce capital improvement fees for the City's sewer fund over the next several years. The net effect to Pekin residents would be negligible while shifting more of the cost burden for BDD project costs to nonresidents and external users of the City's infrastructure. These actions would simultaneously be acted upon by the City Council tonight. If adopted, a certified copy of the attached Ordinance, together with a description of the boundaries of the Business Development District, would be filed with the Illinois Department Revenue on or before the 1st day of April, 2021 in accordance with the BDD act and tax shall go into effect starting July 1, 2021 and have an initial lifespan 23 years. Mr. Rothert concluded that as a commercial hub in Tazewell County, thousands utilize Pekin's roads and commercial corridors. The creation of a BDD in Pekin therefore would create an unprecedented opportunity for the City to reinvest sales tax dollars into economic growth, businesses development and capital improvements.

Mayor Luft spoke in favor of the agenda item and thanked Mr. Rothert for the well-described agenda item. Mayor Luft felt that if the item did not pass Pekin would stay the way it was or move backwards. Mayor Luft stated that no one was comfortable with the 1% tax and that is why the property tax levy was reduced and the waste water fee. Mayor Luft added that residents have been contributing to other BDD Districts such as the Levy District in East Peoria, Grand Prairie in Peoria and even Morton. Streets and infrastructure had been repaired all around us just not where we live.

Councilmember Hohimer and Councilmember Orrick spoke in favor or the agenda item.

Council discussed how the fund would need to build up but property tax payments would be coming in. Options would include to pay as you go or bond out for planned infrastructure projects as the tax goes to the BDD fund and not the hotel/motel tax fund.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Michael Garrison, Rick Hilst

8.13. Ordinance No. 2936-20/21 Amending Wastewater Charges in Section 3-2-4-2 of the City Code

City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt the ordinance. Mr. Rothert summarized the request by stating that the wastewater section of the code as it relates to the monthly capital improvements charge increases each year by .10 cents until 2026. It was proposed that it be amended to a rate schedule reducing it the first year from \$4.40 to \$0.69 cents and then increasing it in subsequent years through 2026 to the same level as it was currently. This would begin July 1, 2021, when BDD goes into effect to offset the BDD tax to Pekin resident. When using the calculation, it was calculated by using what an average home in Pekin pays.

Councilmember Orrick questioned if the money taken out of the sewer fund would be funneled by the BDD tax.

Mr. Rothert answered that taking the \$4.40 down to \$0.69 cents a month, would be budgeted next year to take up that loss and would do that subsequently every year after.

Mr. Rothert explained to Council that the funding would be dedicated to capital improvements.

Councilmember Nutter spoke against the service charge as those with multiple units pay the same rate as a single residence and felt it was not fair.

Mayor Luft agreed with Councilmember Nutter on that point and stated that the committee would be looking into that.

City Attorney, Ms. Katherine Swise, pointed out that the code section on the agenda is for the new code and that there was a discrepancy.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Dave Nutter, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Hilst, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Michael Garrison

8.14. Resolution No. 197-20/21 Intergovernmental Agreement with Pekin Public Library

City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt the resolution. Mr. Rothert explained that part of the package for the BDD also included a reduction in property taxes. The library bond levied had been included with the City's since 2014 for renovation in which the city took out bonds for. The library bond levy had previously been on its own and the City had been working with the library to switch it back to them. The library board

agreed to do so and advised that they enter into an intergovernmental agreement. This would show a reduction in the City rate but would still be paid by taxpayers to the library.

Mayor Luft commented that this would be a 16% reduction overall in the City's rate, but a 33% increase for the library.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.15. Ordinance No. 2937-20/21 Abatement of Taxes on WWTP bonding of \$4,385,000 (Ordinance No. 2870-19/20)

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the ordinance. Mr. Rothert stated that the City's G.O. Series 2010 Bond Issue was refinanced February 10, 2020 via Ordinance 2870-19/20. The refinancing ordinance had language making the assumption that the City's property tax levy would be necessary to provide the funding for the payment of principal and interest on the bond. However, the City had sufficient sources of funds from other revenue sources, such as the Wastewater Treatment Plant Enterprise Fund, to make the bond payment. Therefore the levy and collection of a direct annual tax for the payment of and interest on the bond, in the amount \$515,000.00, would not be necessary and would need to be abated. The resolution authorized that taxes be abated and not levied against taxable real property in the City of Pekin in the amount of \$515,000.00.

Councilmember Orrick commented that all the bonds were issued and if the abatement is not sent to the clerk, it will be on the tax bill.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.16. Ordinance No. 2938-20/21 An Ordinance Making, Levying and Assessing Municipal Taxes in the City of Pekin, Tazewell and Peoria Counties, Illinois, for the Fiscal Year from May 1, 2020 to April 30, 2021 and Known as the Annual Levy Ordinance

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the ordinance. Mr. Rothert presented that City must approve and certify a property tax levy to the County Clerk by the last Tuesday in December. Mr. Rothert explained that the levy is significantly lower than the 2019 levy due to the levy amount for repayment of the Pekin Library Bonds that had been included with the City of Pekin levy amount and now will be library's levy request. The levy would also be lower due to the relation of the BDD as a 10% reduction was proposed to offset the 1% increase in sales tax coming from the BDD. The levy amount for the operations of the Pekin Public Library would remain the same as compared to 2019. All of the property tax revenues generated through the City's levy would be dedicated to the public safety pension cost and obligations.

Councilmember Orrick expressed concerns covering costs if something was missed with the BDD creation.

Mr. Rothert explained that the BDD ordinance only took Council approval to act but the State would implement on July 1.

Councilmember Orrick also questioned the comparison of the EAV from last year.

Mr. Rothert stated that it was lower.

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

8.17. Ordinance No. 2939-20/21 TIF & BDD Redevelopment Agreement with East Court Village, LLC and East Court Village II, LLC

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the ordinance. Mr. Rothert summarized that the City had been working with Cullinan Properties preparing to invest over \$14M to revitalize the old Bergner's at the East Court Shopping Center and to bring new retailers to the City. Mr. Rothert explained that due to the large amount of retail space available on the market, retailers are commanding very aggressive deals. The City and Cullinan worked to craft a redevelopment agreement outlining an incentive package that would give Cullinan the tools to invest \$14M plus to revitalize the property with strong national retailers. Mr. Rothert continued to explain that two development agreements currently exist, one with the city and ECV and the other with the City and ECV II. The EVC and EVC II promissory notes are outlined in the request to Council. Additionally of note is that the existing development agreements allow for the Developer to be rebated funds for performing above certain sales levels. Before the Bergners store closed, the Developer was achieving a high enough rebate to effectively reduce their interest cost on the loan. After the Bergners store closing, this rebate reduced significantly. The outline of sales tax incentives are included in the request to Council action.

Mr. Rothert introduced Mr. Sean Garrett from Cullinan Properties to present a power point presentation explaining the negotiations of generating interest with national retailers and how to keep shoppers spending in the City of Pekin. Mr. Garrett also focused on expanding economic growth within the city.

Council discussed the square footage of the building, retailer interest, and renovation of the building. Council also discussed that the City was in first lien position on the building and start of construction and how that effects the BDD.

RESULT:	ADOPTED [5 TO 2]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Michael Garrison, Rick Hilst

8.18. 2410 : Resolution No. 198-20/21 Approval of the 2021 Street Maintenance Plan with presentation

City Engineer, Ms. Josie Esker, gave a presentation of the results of Council's survey regarding the 2021 Street Maintenance Plan. Ms. Esker explained that the top three results included Parkway from Willow to Sheridan, Parkway from the city limits to Sheridan and 5th Street from Derby to Washington for mill and overlay. Ms. Esker felt it was a good idea by a few Councilmembers to use TIF dollars for some of the roadways and would like to further discuss that.

Council discussed the Court Street grant, future engineering work on Derby Street, and MFT balances.

Ms. Esker stated that the plan was more aggressive than in the past due to the conditions of the roads.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

CITY COUNCIL OR STAFF REPORTS

Councilmember Nutter discussed the Joint Review Board brought up by Mr. Mangan and wished everyone a Merry Christmas.

Councilmember Hohimer shared her thoughts on upgrades to homes and how it increases the value of those surrounded it.

Councilmember Orrick and Councilmember Abel commented on Christmas on Court event, thanking the Matthews family as well as the Pekin Chamber, volunteers at the PACVB and the Tourism Committee.

Councilmember Abel also thank Mr. Rothert, Ms. Swise, Ms. McMillan and staff for their hard work all year and the amount of projects completed.

Councilmember Garrison wished everyone a Happy New Year.

Mayor Luft announced that the Council will have a meeting on Monday, December 28, 2020.

There being no further business coming to Council, a motion was made by Council Member Abel to adjourn seconded by Council Member Orrick. Motion carried viva voce. Mayor Luft adjourned the meeting at 8:29 P.M.

EXECUTIVE SESSION 5 ILCS 120/2 (C) IF APPLICABLE

ADJOURNMENT

The meeting was closed at 8:29 PM



REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2940-20/21 Approving a Variance Request to Construct a Carport at 1002 Prince Street

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Greg Maloney, 1002 Prince Street, appeared before the Zoning Board of Appeals at their December 9th meeting and requested a variance to construct an attached carport to be located 1' from his side property line, which is 2' closer than what is allowed in an R-4 One Family Residential District. Mr. Maloney stated that he would have to break up part of his concrete driveway to install the footings and posts for the structure and so placing them on the edge of the pavement required him to be within 1' of the property line. He stated he would be installing a guttering system to eliminate water from shedding onto his neighbor's property and that he had spoken to them and they did not have any objections. ZBA member Mary Lanane stated that she also felt the small corner lot located next to Mr. Maloney's property created an additional hardship and she motioned for approval. Motion was seconded by Member Chris Lang and passed unanimously by the Board. There was no one present from the public who spoke for or against this request. Staff recommends approval.

FINANCIAL IMPACT: NA

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

IMPACT IF APPROVED: Car port is constructed in proposed location

IMPACT IF DENIED: Car port is not constructed in proposed location

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager 12/17/2020

Date:

WHEREAS, Greg Maloney (“Petitioner”) is the owner of property located at 1002 Prince Street, located in the City of Pekin (the “Property”); and

WHEREAS, Petitioner applied to the City for a variance to the provisions of section 9-9-1 of the City Zoning Code to allow him to build a carport in the side yard of the Property with a 1-foot setback, a variance of 2 feet from the required 3-foot setback. A copy of Petitioners’ Petition for Variance is attached hereto as Exhibit A; and

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

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the Standards for Variations set forth in Section 9-12-1-2B of the City Code.

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

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

Section 2. The variance requested by Petitioner to allow the construction of a carport on the Property with a side yard set back of 1 foot, as described and depicted in Exhibit A is hereby approved.

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

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

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

MAYOR

ATTEST:

CITY CLERK



City of Pekin Zoning and Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 - (309) 477-2300

RESIDENTIAL VARIANCE APPLICATION

Address of Requested Variance: 1002 Prince St

Applicant Name: Greg Maloney

Address: 1002 Prince St

Phone #: _____ Cell Phone #: 613-4929 E-Mail: maloney158@hotmail.com

Property Interest of Applicant: Owner

Owner Name: Same as Above

Address: _____

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

Property Information:

Lot Area: # 64 Zoning District: _____ Present Use: Residential

Use of Adjacent Property & Zoning:

North: Res South: Res

East: Res West: Res

Property Identification Number: 04-10-02-140-009

Legal Description: (Attach Separate Page)

Section from Zoning Code Variance is Being Requested: Title 7

Reason and Purpose for Request: (Lot Area, Width, Front/Rear/Side Yard Setback, Parking)

I would like to park my vehicle in my driveway under a cover. I have already been granted a building permit. I need to go wider than the driveway to locate my footings. I have already spoken to the neighbors and they have no problem with it since a 6' fence separates us anyway.



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

Variance Standards and Findings (Attach Separate Page if Necessary)

1. The granting of the variance will be in harmony with the purpose and intent of the Zoning Code and will not alter the essential character of the locality.

Explain: _____

2. The plight of the owner is due to special and unique circumstances and that the hardship was not self-created by the petitioning party.

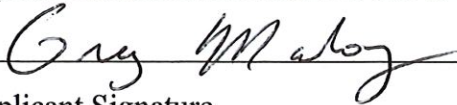
Explain: _____

3. That after balancing the interest of the surrounding property owners, the benefits of granting the variance outweigh the depreciation of the neighboring properties, if any.

Explain: _____

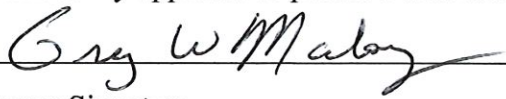
CERTIFICATION BY THE APPLICANT

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

 11/20/20
 Applicant Signature Date

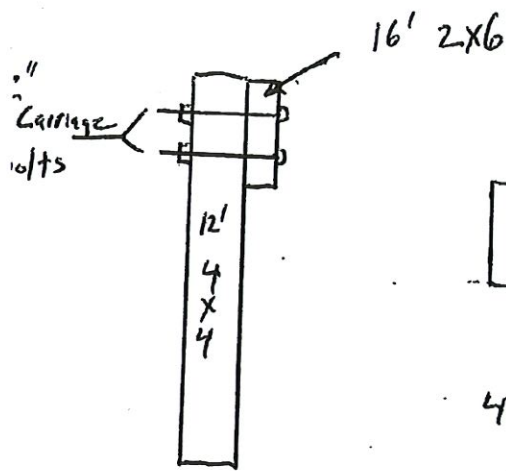
CERTIFICATION BY PROPERTY OWNER

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

 11/20/20
 Owner Signature Date

RECEIVED

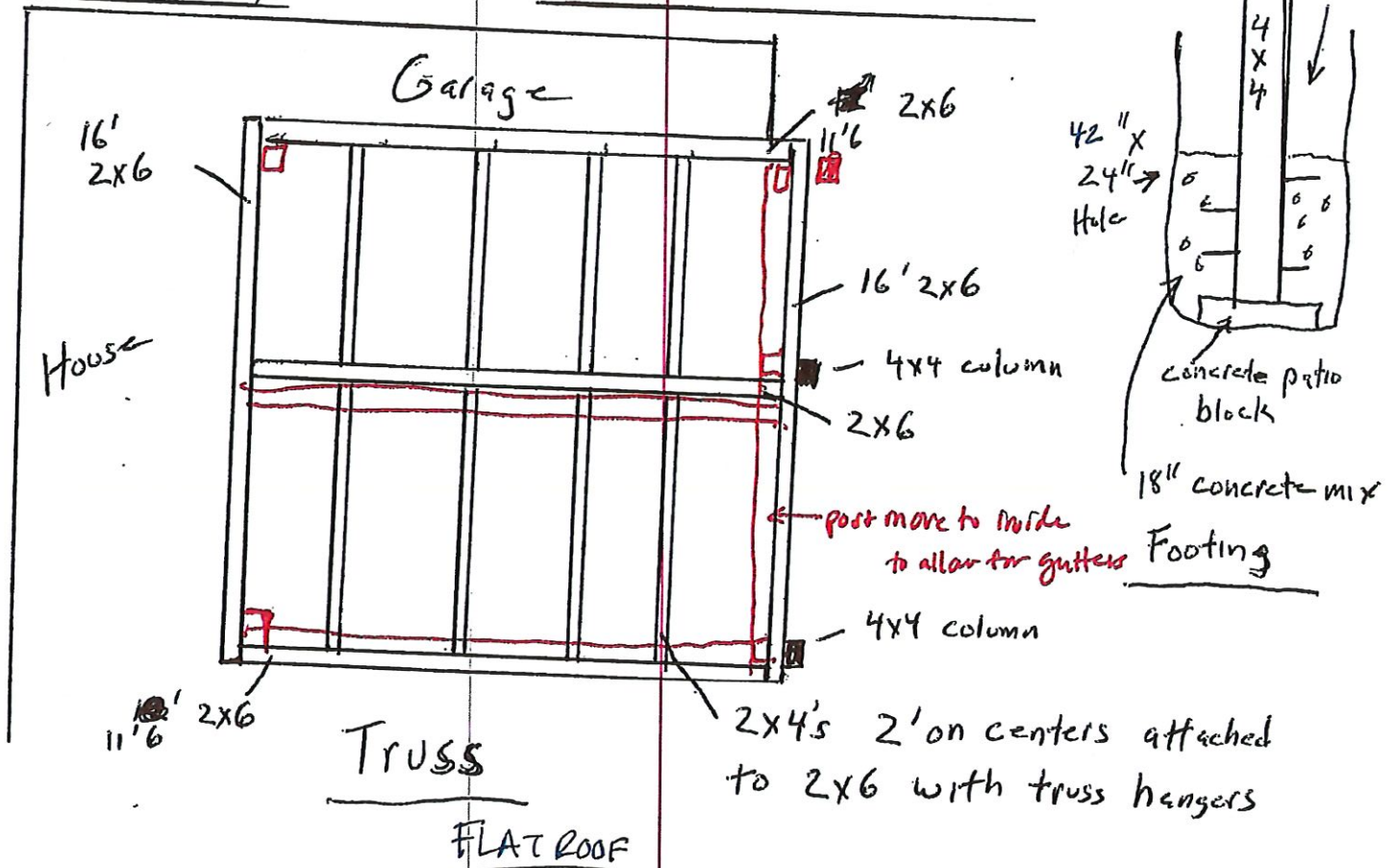
OCT 26 2020



4 1/2" wedge anchors into brick house
Approx. 3' centers

Beam to Column

Anchor board to home



Carport will have a 6" slope East to West to drain into guttering

Metal roofing will be screwed to lumber

Greg Maloney 1002 Prince St
613-4929

maloney158@hotmail.com

Carport Detail



Tazewell County Board and land records established herein are for property tax purposes only. This information has been compiled from the most accurate source data by 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 purposes 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 basis for any legal action. Any reliance on the information contained herein at the user's own risk, and without the express written consent of Tazewell County, shall be at the user's own risk. No warranty is made by Tazewell County as to the accuracy, completeness, or timeliness of any data resulting therefrom. Users of Tazewell County's GIS data assume all risk and liability when accessing any third-party data linked to this site. All data is subject to change.





REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2941-20/21 Approving a Special Use for a Drive-Up Window at 3208 Court St

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Mr. James Cross, owner of Leaves N Beans, appeared before the Planning Commission at its December 9th meeting and made a request for a Special Use to allow for a drive through window in the B-3 General Business District for property located at 3208 Court Street. Mr. Cross stated that his business was proposed to be located in the end cap of an existing 11,460 square foot commercial building. Access to the parcel is located on the eastern edge of the property, which is the farthest point from the proposed drive through window. He felt this should allow for adequate stacking and traffic will flow behind the building and around to the exit, which will eliminate the need for any awkward turning movements. City Engineer Esker reviewed the request and had no objections or concerns. Mr. Cross added that the owner of the property would be restriping the parking lot to accommodate traffic flow for the drive through and that it was designed in such a manner that anyone in line could exit at any time should they choose to do so. Planning Commissioner Chairman Bill Craig noted that the fence behind the property had a few missing panels and questioned if they would be put up to protect the residential neighbors from the car headlights going through the drive through. Mr. Cross stated the landlord was aware the panels had blown down and that he would be reinstalling them. Commissioner Don Hild made the motion to approve the drive through request with the condition the missing fence panels were replaced. Motion seconded by Commissioner James Ruth. Motion passed 6-1 with Commissioner Tim Bonnette voting no. He indicated he wasn't sure there was enough room for two vehicles to pass by the drive through window and expressed concerns that access to the back may be blocked if that were the case.

Staff recommends approval.

FINANCIAL IMPACT: N/A

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

IMPACT IF APPROVED: Drive through is approved and business opens

IMPACT IF DENIED: Drive through is denied. Business may or may not open

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

cooperatively to make Pekin a “Business-Friendly” Community.

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

12/17/2020

Date:

WHEREAS, James Cross (“Petitioner”) is the owner of the business known as Leaves ‘N Beans Coffee (the “Business”), and wishes to operate a coffee shop on the property located at 3208 Court Street, located in the City of Pekin (the “Property”); and

WHEREAS, Petitioner has applied to the City for a Special Use to allow the Business to operate a drive-thru window on the Property. A copy of Petitioners’ Petition for Special Use is attached hereto as Exhibit A; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Planning Commission 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 as follows:

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

Section 2. The Special Use requested by Petitioner to allow the operation of a drive-thru window on the Property, as described and depicted in Exhibit A, is hereby approved.

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

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

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

MAYOR

ATTEST:

CITY CLERK



City of Pekin- Zoning and Inspections Department

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

RECEIVED
11/12/20

2. PEK-SPEC-777

SPECIAL USE APPLICATION

Address of Requested Special Use: 3208 Court St.

Applicant Name: Leaves 'N Beans Coffee

Address: 4800 N. Prospect Rd. Peoria Heights 61616

Phone #: 309-696-2811 Cell Phone #: Same E-Mail: James@lmbcoffee.com
Charla@lmbcoffee.com
309-472-6936

Owner Name: James Cross

Address: 204 Magnolia Ave Morton, IL 61550

Phone #: 309-696-2811 Cell Phone #: Same E-Mail: James@lmbcoffee.com
Charla@lmbcoffee.com
309-472-6936

Attorney / Representative: Same as Owner

Address: _____

Phone #: _____ Cell Phone #: _____

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

Property Information:

Lot Area: 1/4 Acre Zoning District: B-3 Present Use: Vacant - ONE WAY

Use of Adjacent Property & Zoning: PARKING LOT

North: B-3 South: R-2

East: B-3 West: B-2

Property Identification Number: 11-11-07-103-046

Legal Description: (Attach Separate Page)

Sec. 7 T24N R24E Eastside Plaza Condos UNITS 1-5
& PT Lot 4 & Common Area NW 1/4



City of Pekin- Zoning and Inspections Department

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

Brief Summary and Reason for Request: Leaves 'n Beans Coffee WANTS TO
Add a drive thru to their next potential location

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

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

CERTIFICATION BY THE APPLICANT

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

[Signature]
Applicant Signature

11-11-2020
Date

CERTIFICATION BY PROPERTY OWNER

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

Owner Signature

Date



City of Pekin- Zoning and Inspections Department

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

Applicant Signature

Date

CERTIFICATION BY PROPERTY OWNER

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

Owner Signature

Date

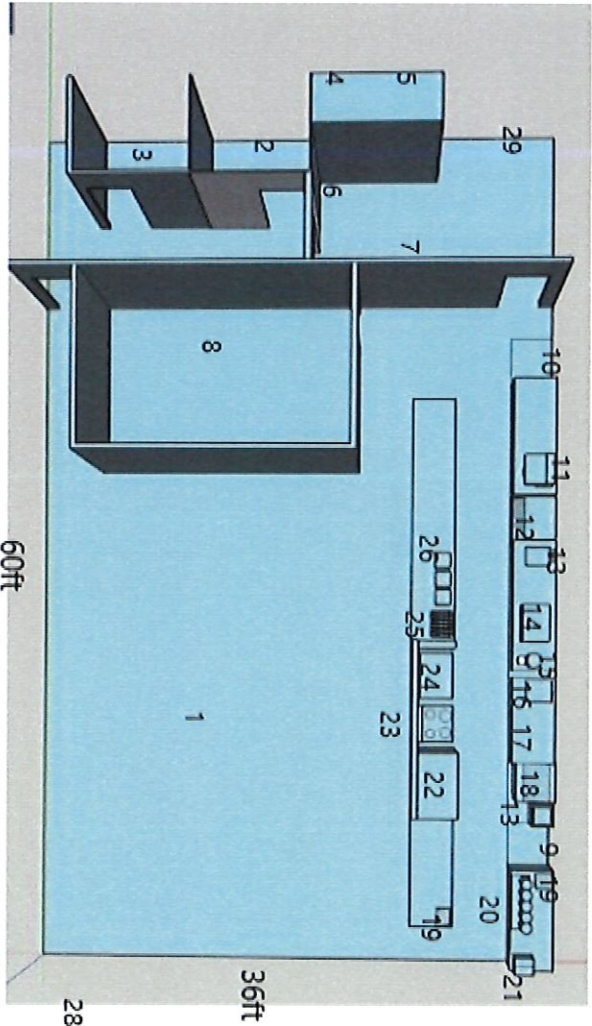
CHECKLIST OF REQUIRED SPECIAL USE ITEMS:

- _____ One original completed Special Use Application form with all required signatures.
- _____ Payment of \$85.00 non-refundable filing fee. Checks should be made payable to "City of Pekin".
- _____ Fifteen (15) copies of a Site Plan of the proposed development showing:
 - * 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.
 - * 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.
 - * The names, addresses, and phone numbers of the architect, planner, designer, engineer or person responsible for the preparation of the site plan.
- _____ 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.
- _____ The applicant(s) or authorized agent must be present at the Planning Commission meeting to address any questions that may arise.

RECEIVED

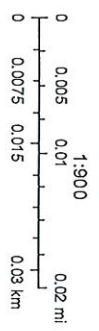
NOV 16 2020

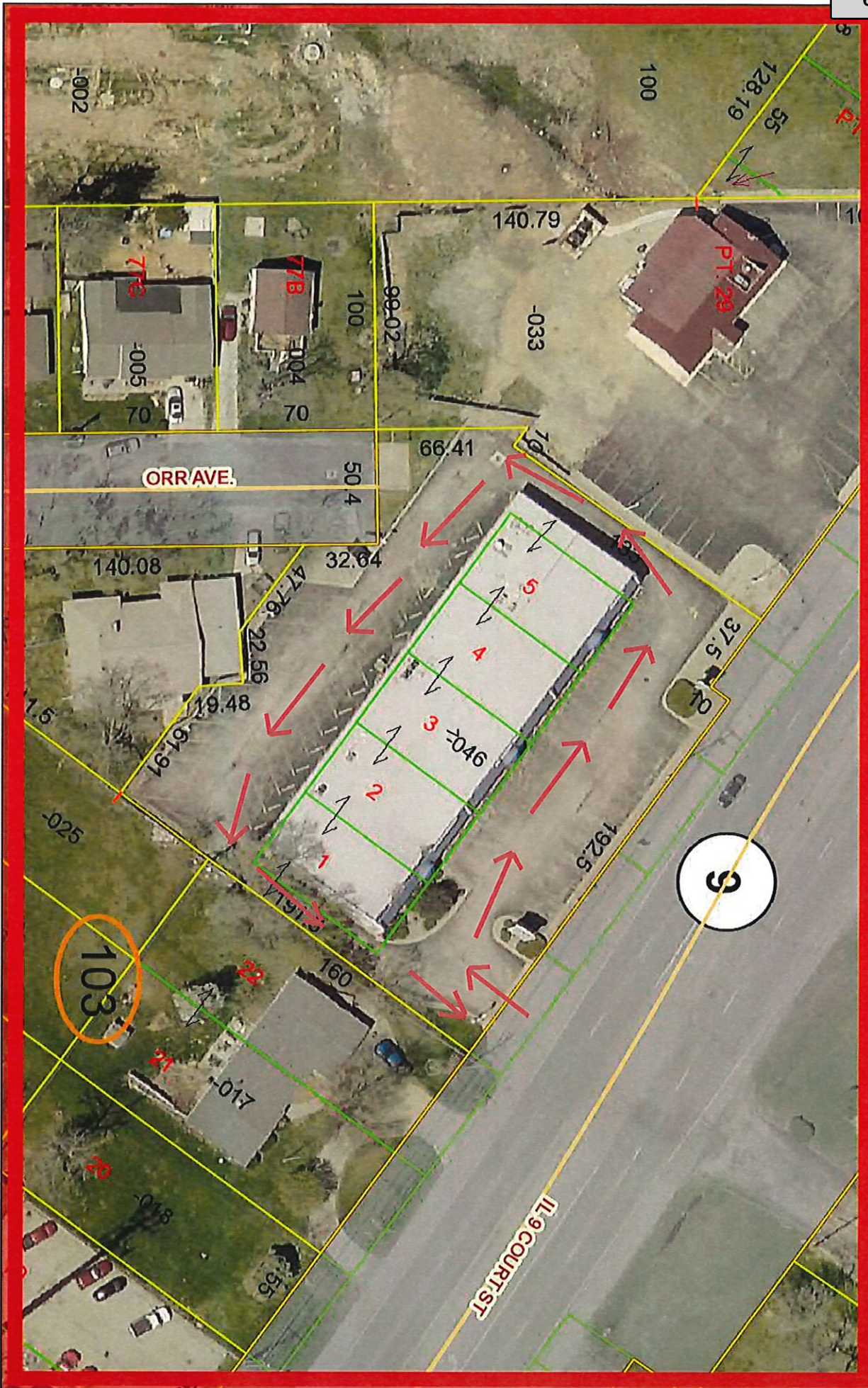
- | | | |
|-------------------|----------------------|----------------------------------|
| 1. Dining | 11. Coffee Machine | 21. Coffee Grinders |
| 2. Bath 1 | 12. Ice Machine | 22. Stainless Steel Refrigerator |
| 3. Bath 2 | 13. Hand Sinks | 23. Oven |
| 4. Water Heater | 14. Espresso Machine | 24. Microwaves |
| 5. HVAC | 15. Espresso Grinder | 25. Torani Syrup Display |
| 6. Mop Sink | 16. Panini Grill | 26. Blenders |
| 7. 3-Sink | 17. Table | 27. Wall |
| 8. Office Storage | 18. Prep Cooler | 28. Front Door |
| 9. Drive-thru 1 | 19. POS Stations | 29. Delivery/ Employee Entrance |
| 10. Drive-thru 2 | 20. Coffee Air Pots | |





Tazewell County GIS parcels and map records contain herein all or part of 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 uses and purposes of creating a Property Tax Roll as per Illinois Statute, 60-1.7-01. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for legal advice. Tazewell County assumes no responsibility for any loss or damage resulting from, in any way resulting therefrom, "Users of Tazewell County GIS site assume all risk and liability when accessing any third-party sites linked to this site. All data is subject to change."





0 0.005 0.01 0.02 km
0 0.00425 0.0085 0.017 mi

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 basis for any legal action. Users of Tazewell County GIS data assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: December 28, 2020
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable to be Paid Proof List thru December 25, 2020

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

12/22/2020

Date:

Accounts Payable

To Be Paid Proof List

User: lgleitner
 Printed: 12/21/2020 - 9:39AM
 Batch: 41004.12.2020 - leslie 12/25/2020



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Advance Auto Parts 12965									
1222	11/28/2020	38.10	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				oil filter st 435					
1222 Total:		38.10							
*** 1308	12/10/2020	15.69	0.00	12/25/2020				No	0
100-032-522400 General Supplies				air compressor oil filter st					
1308 Total:		15.69							
1312	12/10/2020	35.81	0.00	12/25/2020				No	0
100-032-522400 General Supplies				air compressor, air filters st					
1312 Total:		35.81							
1611	12/7/2020	6.64	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				cabin air filter squad 5131					
1611 Total:		6.64							
1625	12/7/2020	96.99	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				battery for code enforcement vehicle					
1625 Total:		96.99							
1647	12/8/2020	17.84	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				transmission filter kit st 603					
1647 Total:		17.84							
*** 1652	12/8/2020	122.51	0.00	12/25/2020				No	0

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Attachment: AP To Be Paid Proof List 12-25-2020 (2439 : Accounts Payable to be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-761-534000 Automotive Expense				serpentine belts and tension squad 5153					
1652 Total:		122.51							
1670	12/9/2020	731.88	0.00	12/25/2020				No	0
231-031-534000 Automotive Expense				front brake pads, rear brakes, calipers ford f 150 wwtp 475					
1670 Total:		731.88							
1695	12/10/2020	52.77	0.00	12/25/2020				No	0
100-032-522400 General Supplies				air compressor filters st					
1695 Total:		52.77							
1722	12/8/2020	53.29	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				blower motor resistor squad 5153					
1722 Total:		53.29							
1730	12/11/2020	147.89	0.00	12/25/2020				No	0
231-031-534000 Automotive Expense				parts for ford f 250 wwtp 475					
1730 Total:		147.89							
1763	12/14/2020	5.73	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				rocker switch st 454					
1763 Total:		5.73							
1786	12/10/2020	50.76	0.00	12/25/2020				No	0
501-501-534000 Automotive Expense				oil filters bus					
1786 Total:		50.76							
1787	12/10/2020	161.24	0.00	12/25/2020				No	0
231-031-534000 Automotive Expense				front wheel bearings and seals wwtp ford f 250					
1787 Total:		161.24							
1848	12/11/2020	54.22	0.00	12/25/2020				No	0
100-032-522400 General Supplies				hydraulic and fuel filters, air compressor st					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1848 Total:		54.22							
1858	12/11/2020	25.49	0.00	12/25/2020				No	0
231-031-534000 Automotive Expense				front wheel seal for wwtp 745					
1858 Total:		25.49							
2795	12/4/2020	30.79	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				transmission mount st 603					
2795 Total:		30.79							
2855	12/6/2020	96.99	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				battery squad 5153					
2855 Total:		96.99							
2917	12/9/2020	43.88	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				oil pan gasket set and drain plug fire 2					
2917 Total:		43.88							
2918	12/9/2020	84.60	0.00	12/25/2020				No	0
501-501-534000 Automotive Expense				oil filters bus					
2918 Total:		84.60							
2950	12/9/2020	33.84	0.00	12/25/2020				No	0
501-501-534000 Automotive Expense				oil filters bus					
2950 Total:		33.84							
3061	12/12/2020	30.64	0.00	12/25/2020				No	0
100-032-522400 General Supplies				air compressor, air filter st					
3061 Total:		30.64							
Advance Auto Parts Total:		1,937.59							

AGR Group LLC

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
14170									
121720	12/17/2020	2,700.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% of small business grant					
121720 Total:		2,700.00							
AGR Group LLC Total:		2,700.00							
All Small Engine N More LLC									
13945									
1578	11/30/2020	140.00	0.00	12/25/2020				No	0
100-032-557200 License And Inspection Fe				truck inspections #64, #19, #5, #23					
1578 Total:		140.00							
All Small Engine N More L		140.00							
Allegra Print & Imaging									
10016									
62289	12/9/2020	118.52	0.00	12/25/2020				No	0
100-034-551000 Printing And Publications				overtime cards					
62289 Total:		118.52							
Allegra Print & Imaging To		118.52							
Altorfer Inc									
10019									
33c158898a	12/2/2020	223.26	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				transmission for engine 2					
33c158898a Total:		223.26							
Altorfer Inc Total:		223.26							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Amanda's Closet LLC 14142									
121720	12/17/2020	100.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		100.00							
Amanda's Closet LLC Tota		100.00							
Amerencilco 10021									
*** 0780071001	12/7/2020	95.66	0.00	12/25/2020				No	0
100-032-550500 Electricity For Street Li				metered lights petrie ln 11/2 - 12/3/20					
0780071001 Total:		95.66							
*** 1270092007	12/7/2020	115.61	0.00	12/25/2020				No	0
525-525-550100 Utilities				airport electrical vault 11/2 - 12/3/20					
1270092007 Total:		115.61							
*** 3139109012	12/7/2020	90.46	0.00	12/25/2020				No	0
100-032-550500 Electricity For Street Li				metered lights new hanna dr 11/2 - 12/3/20					
3139109012 Total:		90.46							
*** 8695491773	12/2/2020	5,172.42	0.00	12/25/2020				No	0
100-032-550500 Electricity For Street Li				street lights 1208 koch 10/15 - 11/16/20					
8695491773 Total:		5,172.42							
Amerencilco Total:		5,474.15							
American Motor Trends 10977									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
121720 Total:		300.00							
American Motor Trends To		300.00							
Area Recycling, Inc. 10417 4787985	11/30/2020	6,739.01	0.00	12/25/2020				No	0
223-026-566502 Recycling Expense				curbside fee for recycling 11/2-11/30/2020					
4787985 Total:		6,739.01							
Area Recycling, Inc. Total:		6,739.01							
Atlas Supply Company 10038 013990	10/7/2019	-103.90	0.00	12/25/2020				No	0
501-501-522400 General Supplies				credit on acct papertowels bus dept					
013990 Total:		-103.90							
020640	10/5/2020	83.98	0.00	12/25/2020				No	0
100-068-522400 General Supplies				garbage bags					
020640 Total:		83.98							
020784	10/13/2020	129.98	0.00	12/25/2020				No	0
100-068-522400 General Supplies				disinfectant					
020784 Total:		129.98							
021039	11/2/2020	1,499.79	0.00	12/25/2020				No	0
100-068-522400 General Supplies				disinfectant wipes, soap, battery for electrostatic sprayer					
021039 Total:		1,499.79							
021073	11/4/2020	4,799.20	0.00	12/25/2020				No	0
100-068-522400 General Supplies				touch free soap dispenser, hand sanitizer, soap					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	021073 Total:	4,799.20							
021161	11/6/2019	598.53	0.00	12/25/2020				No	0
501-501-522400 General Supplies				locor roll towel, drink cups, hand soap,garbage bags bus dp					
	021161 Total:	598.53							
021371-01	12/10/2020	139.98	0.00	12/25/2020				No	0
100-034-522400 General Supplies				disinfectant fire dept					
	021371-01 Total:	139.98							
021649	12/14/2020	585.19	0.00	12/25/2020				No	0
100-034-522400 General Supplies				degreaser, dishwashing detergent, pinnacle wet head fd					
	021649 Total:	585.19							
	Atlas Supply Company To	7,732.75							
Automotive Machine Inc.									
11662									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	300.00							
	Automotive Machine Inc. T	300.00							
Axon Enterprise, Inc.									
10631									
si1700435	12/2/2020	18.00	0.00	12/25/2020				No	0
270-270-584009 General Public Improvements				wall mount bracket					
	si1700435 Total:	18.00							
*** si1700545	12/3/2020	53,465.68	0.00	12/25/2020				No	0
100-009-599802 Computer Hardware				police department server and software					
*** si1700545	12/3/2020	37,944.32	0.00	12/25/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
270-270-584009 General Public Improvements					police department server and software				
si1700545 Total:		91,410.00							
Axon Enterprise, Inc. Total		91,428.00							
Baldovin Construction Company 14286									
2	12/1/2020	25,604.53	0.00	12/25/2020	Poli-0cap	contr		No	0
100-068-580401 Building Repair					finish carpentry work eoc pd				
2 Total:		25,604.53							
Baldovin Construction Com		25,604.53							
Bayer, Paula D 14088									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist					10% small business grant				
121720 Total:		300.00							
Bayer, Paula D Total:		300.00							
BC BBQ 14015									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist					10% small business grant				
121720 Total:		300.00							
BC BBQ Total:		300.00							
Bednar Chiropractic 14016									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
121720	12/17/2020	3,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small business grant					
121720 Total:		3,000.00							
Bednar Chiropractic Total:		3,000.00							
Benson's									
12783									
120720	12/7/2020	162.13	0.00	12/25/2020				No	0
100-034-534400 Equipment Repairs				dryer repair fire dept					
120720 Total:		162.13							
Benson's Total:		162.13							
Blumenshine, David									
14013									
121720	12/17/2020	1,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small buisness grant					
121720 Total:		1,000.00							
Blumenshine, David Total:		1,000.00							
Britton Electronics									
10083									
2208639	12/8/2020	713.88	0.00	12/25/2020				No	0
231-030-569000 Other Contractual Service				repairs to crescent st lift station 12/8/20					
2208639 Total:		713.88							
2208641	12/10/2020	4,664.46	0.00	12/25/2020				No	0
231-030-529000 Equipment				myers pump for oakwood lift station 12/10/20					
2208641 Total:		4,664.46							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Britton Electronics Total:	5,378.34							
Cargill Inc. 12395 2905842046	12/3/2020	22,005.20	0.00	12/25/2020				No	0
	240-240-536300 Snow Removal - Salt & Chemical			salt delivered 12/1,12/2, 12/3/20					
	2905842046 Total:	22,005.20							
	Cargill Inc. Total:	22,005.20							
Carl and Nichols Shell, Inc 14145 121720	12/17/2020	1,000.00	0.00	12/25/2020				No	0
	261-319-511500 Econ Development Assist			small business grant					
	121720 Total:	1,000.00							
	Carl and Nichols Shell, Inc	1,000.00							
Centre State International Trucks, Inc. 10109 *** 272211	11/3/2020	552.74	0.00	12/25/2020				No	0
	223-023-534000 Automotive Expense			headlight switch sw8					
	272211 Total:	552.74							
	Centre State International T	552.74							
Centro Print Solutions 13899 222005	11/23/2020	773.63	0.00	12/25/2020				No	0
	100-006-551000 Printing And Publications			2020 1099's and W2 forms					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	222005 Total:	773.63							
	Centro Print Solutions Tota	773.63							
CenturyLink 10111 *** 304022613	11/10/2020	208.83	0.00	12/25/2020				No	0
231-031-550300 Telephone				wwtp phone 11/10 - 12/9/2020					
	304022613 Total:	208.83							
	CenturyLink Total:	208.83							
Certified Laboratories 10112 7193489	12/8/2020	341.76	0.00	12/25/2020				No	0
231-031-522400 General Supplies				nevfr seise compound kroil spray wwtp					
	7193489 Total:	341.76							
	Certified Laboratories Tota	341.76							
CINTAS Corporation 10115 4067199216	11/12/2020	175.71	0.00	12/25/2020				No	0
699-069-569000 Other Contractual Service				mechanic uniforms 11/12/2020					
	4067199216 Total:	175.71							
4067829630	11/19/2020	175.71	0.00	12/25/2020				No	0
699-069-569000 Other Contractual Service				mechanic uniforms 11/19/2020					
	4067829630 Total:	175.71							
4068438357	11/25/2020	175.71	0.00	12/25/2020				No	0
699-069-569000 Other Contractual Service				mechanic uniforms 11/25/2020					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4068438357 Total:		175.71							
CINTAS Corporation Tota		527.13							
City Coal & Asphalt 10116 a8317	11/17/2020	10,373.60	0.00	12/25/2020				No	0
525-525-580201 Land Improvements				patch work fill cracks airport					
a8317 Total:		10,373.60							
City Coal & Asphalt Total		10,373.60							
City Solutions Consulting LLC 14124 53	12/21/2020	3,200.00	0.00	12/25/2020				No	0
270-270-560500 Consulting Services				consulting 12/8 - 12/21/20					
53 Total:		3,200.00							
City Solutions Consulting L		3,200.00							
Clanahan Wellness Center, Inc 14144 121720	12/17/2020	3,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small business grant					
121720 Total:		3,000.00							
Clanahan Wellness Center,		3,000.00							
Cobbler Corner Inc 14190 121720	12/17/2020	2,700.00	0.00	12/25/2020				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				
261-319-511500 Econ Development Assist				90% small business grant					
121720 Total:		2,700.00							
Cobbler Corner Inc Total:		2,700.00							
Comcast Cable 11073									
*** 203130001183	12/2/2020	19.86	0.00	12/25/2020				No	0
100-990-569000 Other Contractual Service				cable at city hall 12/8 - 1/7/21					
203130001183 Total:		19.86							
*** 203130449291	12/1/2020	113.35	0.00	12/25/2020				No	0
100-032-569000 Other Contractual Service				traffic cam 1340 park ave 12/08 - 1/07/21					
203130449291 Total:		113.35							
*** 203130449325	12/2/2020	113.35	0.00	12/25/2020				No	0
100-032-569000 Other Contractual Service				traffict cam 1500 s 2nd st 12/09 - 01/08/21					
203130449325 Total:		113.35							
*** 203130641400	12/1/2020	113.35	0.00	12/25/2020				No	0
100-032-569000 Other Contractual Service				traffic cam s 2nd st 12/06-01/05/21					
203130641400 Total:		113.35							
*** 203200090660	11/19/2020	252.36	0.00	12/25/2020				No	0
525-525-550300 Telephone				phone airport 11/23 -12/22/20					
203200090660 Total:		252.36							
Comcast Cable Total:		612.27							
Command Fire Apparatus 14234									
4689	12/10/2020	2,500.00	0.00	12/25/2020				No	0
100-034-524000 Lease/rental Of Equipment				rental 12/2 - 12/31/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4689 Total:		2,500.00							
Command Fire Apparatus T		2,500.00							
Covington, Holly J. 14126									
121720	12/17/2020	2,700.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% small business grant					
121720 Total:		2,700.00							
Covington, Holly J. Total:		2,700.00							
Curtis 1000 Inc - Midwest 10143									
6155259	11/30/2020	510.55	0.00	12/25/2020				No	0
100-761-551000 Printing And Publications				2500 printed envelopes window					
6155259 Total:		510.55							
6155260	11/30/2020	602.74	0.00	12/25/2020				No	0
100-761-551000 Printing And Publications				2500 printed envelopes					
6155260 Total:		602.74							
Curtis 1000 Inc - Midwest		1,113.29							
Delta Industries Inc 13882									
165924	11/30/2020	180.90	0.00	12/25/2020				No	0
231-031-534400 Equipment Repairs				belts for keaser blower motor					
165924 Total:		180.90							
Delta Industries Inc Total:		180.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Dr Brendon J Johnson OD PC									
14020									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Dr Brendon J Johnson OD		300.00							
DTN, LLC									
10416									
5853251	11/25/2020	816.00	0.00	12/25/2020				No	0
100-032-551600 Dues And Subscriptions				smart phone trans plat roaming 12/22/20 - 12/21/21					
5853251 Total:		816.00							
DTN, LLC Total:		816.00							
Dzambazi, Argton									
14057									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Dzambazi, Argton Total:		300.00							
Eertmoed, Melissa									
14040									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Eertmoed, Melissa Total:		300.00							
Emblem Enterprises, Inc 10979									
802833	10/30/2020	188.89	0.00	12/25/2020	flag patches for uniforms fire dept			No	0
100-034-529000 Equipment									
802833 Total:		188.89							
Emblem Enterprises, Inc To		188.89							
Evans, Jamie 10177									
12172020	12/17/2020	200.00	0.00	12/25/2020	10% small business grant			No	0
261-319-511500 Econ Development Assist									
12172020 Total:		200.00							
Evans, Jamie Total:		200.00							
Family Massage Therapy (Groch, LLC) 14138									
121720	12/17/2020	300.00	0.00	12/25/2020	10% small business grant			No	0
261-319-511500 Econ Development Assist									
121720 Total:		300.00							
Family Massage Therapy (		300.00							
Fastenal Company 10181									
ilpek159648	11/10/2020	31.95	0.00	12/25/2020	hose clamps			No	0
699-069-522400 General Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
ilpek159648 Total:		31.95							
ilpek159806	11/18/2020	18.30	0.00	12/25/2020				No	0
699-069-522400 General Supplies				hose clamps					
ilpek159806 Total:		18.30							
Fastenal Company Total:		50.25							
Firestone Tire & Service 10191									
223855	12/11/2020	1,775.20	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				14 tires for squad stock					
223855 Total:		1,775.20							
Firestone Tire & Service To		1,775.20							
FirsTech Inc. 12035									
*** 10959	11/30/2020	37.50	0.00	12/25/2020				No	0
231-029-569000 Other Contractual Service				processing fee 11/1-11/30/20					
*** 10959	11/30/2020	37.50	0.00	12/25/2020				No	0
223-023-569000 Other Contractual Service				processing fee 11/1-11/30/20					
10959 Total:		75.00							
FirsTech Inc. Total:		75.00							
Flairty, Brandi 11937									
*** 121420	12/14/2020	117.15	0.00	12/25/2020				No	0
100-034-520400 Postage				ups shipping					
*** 121420	12/14/2020	4.87	0.00	12/25/2020				No	0
100-034-522400 General Supplies				fuse for oven					
*** 121420	12/14/2020	30.90	0.00	12/25/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
100-034-534200 Buildings & Grounds Maintenanc *** 121420	12/14/2020	42.93	0.00	12/25/2020	plumbing supplies			No	0
100-034-519000 Training And Education *** 121420	12/14/2020	15.00	0.00	12/25/2020	pizza for training			No	0
100-034-519000 Training And Education *** 121420	12/14/2020	1.33	0.00	12/25/2020	fuel while away at training			No	0
100-990-590900 Police And Fire Commission *** 121420	12/14/2020	33.52	0.00	12/25/2020	donuts for new hire testing			No	0
100-990-590900 Police And Fire Commission *** 121420	12/14/2020	5.97	0.00	12/25/2020	donuts for new hire testing			No	0
100-990-590900 Police And Fire Commission *** 121420	12/14/2020	7.58	0.00	12/25/2020	foam cups for new hire testing			No	0
100-990-590900 Police And Fire Commission					coffee for new hire testing				
121420 Total:		259.25							
Flairty, Brandi Total:		259.25							
Flaunt by Jen 14147 121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist					10% small business grant				
121720 Total:		300.00							
Flaunt by Jen Total:		300.00							
Fletcher, Justin 14036 121720	12/17/2020	100.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist					10% small business grant				
121720 Total:		100.00							
Fletcher, Justin Total:		100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Fornoff, Debra L 14029									
121720	12/17/2020	100.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		100.00							
Fornoff, Debra L Total:		100.00							
G A Rich & Sons Inc 10212									
1471265	12/3/2020	852.81	0.00	12/25/2020				No	0
231-031-534400 Equipment Repairs				repair to spray washer on press					
1471265 Total:		852.81							
G A Rich & Sons Inc Total:		852.81							
Gem City Tire 12935									
28353	12/2/2020	127.95	0.00	12/25/2020				No	0
231-033-534000 Automotive Expense				tire repair street sweeper					
28353 Total:		127.95							
Gem City Tire Total:		127.95							
Gerald L., Hall 14192									
121720	12/17/2020	2,700.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% small business grant					
121720 Total:		2,700.00							
Gerald L., Hall Total:		2,700.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Goddard Logistics Inc.									
14149									
121720	12/17/2020	100.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		100.00							
Goddard Logistics Inc. Tot		100.00							
Goddard Used Auto Sales									
14150									
121720	12/17/2020	1,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small business grant					
121720 Total:		1,000.00							
Goddard Used Auto Sales T		1,000.00							
Green Guard First Aid & Safety									
10749									
A125424	12/3/2020	101.74	0.00	12/25/2020				No	0
501-501-569000 Other Contractual Service				bandages, cold relief, allergy relief, ibuprofen bus dept					
A125424 Total:		101.74							
Green Guard First Aid & S		101.74							
Hanson Industrial-Peoria, Inc.									
11382									
1214-30314	12/14/2020	125.00	0.00	12/25/2020				No	0
100-032-534400 Equipment Repairs				new wand for power washer st					
1214-30314 Total:		125.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Hanson Industrial-Peoria, I		125.00							
Hanson Professional Svcs Inc 10248 *** 23	11/30/2020	1,352.56	0.00	12/25/2020				No	0
240-240-561200 Engineering Fees				design engineering fees front st					
23 Total:		1,352.56							
Hanson Professional Svcs		1,352.56							
Harris Pest Control 10251									
107521	12/3/2020	75.00	0.00	12/25/2020				No	0
100-068-566600 Pest Control				pest control street dept 12/3/20					
107521 Total:		75.00							
107523	12/3/2020	215.00	0.00	12/25/2020				No	0
100-068-566600 Pest Control				pest control wwtp 12/3/20					
107523 Total:		215.00							
107524	12/3/2020	75.00	0.00	12/25/2020				No	0
100-068-566600 Pest Control				pest control bus dept vmf 12/3/20					
107524 Total:		75.00							
107525	12/3/2020	110.00	0.00	12/25/2020				No	0
100-068-566600 Pest Control				pest control city hall and fire houses 12/3/20					
107525 Total:		110.00							
107526	12/3/2020	60.00	0.00	12/25/2020				No	0
100-068-566600 Pest Control				pest control airport 12/3/20					
107526 Total:		60.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Harris Pest Control Total:		535.00							
Haulk, Michelle 14152									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Haulk, Michelle Total:		300.00							
Higgins, Thomas P. 10851									
1245	12/10/2020	300.00	0.00	12/25/2020				No	0
100-003-561004 Admin Hearing Officer				adjudication hearing 12/9/20					
1245 Total:		300.00							
Higgins, Thomas P. Total:		300.00							
ICMA-RC 10286									
121820	12/18/2020	35,312.40	0.00	12/25/2020				No	0
100-034-515800 Sick Pay				sick time transfer LL fire dept					
121820 Total:		35,312.40							
ICMA-RC Total:		35,312.40							
ICPR Family Practice 12280									
butbre0001	11/24/2020	20.00	0.00	12/25/2020				No	0
100-761-559000 Medical Expense/supplies				covid test 11/3/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	butbre0001 Total:	20.00							
	ICPR Family Practice Tota	20.00							
IL American Water 10291									
*** 210000997451	12/3/2020	79.79	0.00	12/25/2020				No	0
100-034-550100 Utilities				station 2 11/04-12/02/2020					
	210000997451 Total:	79.79							
*** 210001081786	12/4/2020	25.07	0.00	12/25/2020				No	0
100-068-550100 Utilities				400 s 7th st hydrant 11/05 - 12/03/20					
	210001081786 Total:	25.07							
*** 210001171146	12/9/2020	220.25	0.00	12/25/2020				No	0
501-501-550100 Utilities				bus dept 11/07-12/07/20					
*** 210001171146	12/9/2020	220.24	0.00	12/25/2020				No	0
699-069-550100 Utilities				vmf dept 11/07-12/07/20					
	210001171146 Total:	440.49							
*** 210001172927	12/2/2020	90.54	0.00	12/25/2020				No	0
100-068-550100 Utilities				fire protection fee 12/02 - 1/04/21					
	210001172927 Total:	90.54							
*** 210001269890	11/24/2020	24.57	0.00	12/25/2020				No	0
100-068-550100 Utilities				502 s 2nd st hydrant 10/15 - 11/16/2020					
	210001269890 Total:	24.57							
*** 210001359625	12/4/2020	24.57	0.00	12/25/2020				No	0
100-068-550100 Utilities				925 court st hydrant 11/05 - 12/03/20					
	210001359625 Total:	24.57							
*** 210002547388	12/7/2020	89.90	0.00	12/25/2020				No	0
100-034-550100 Utilities				station 3 11/06-12/04/2020					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
210002547388 Total:		89.90							
*** 210003090717	12/9/2020	75.05	0.00	12/25/2020				No	0
100-032-550100 Utilities				street dept 11/07-12/07/20					
210003090717 Total:		75.05							
*** 210003326348	12/2/2020	24.57	0.00	12/25/2020				No	0
100-068-550100 Utilities				mary st hydrant 11/03 - 12/01/2020					
210003326348 Total:		24.57							
IL American Water Total:		874.55							
IL Dept of Public Health 14232									
810911	1/31/2021	30.00	0.00	12/25/2020				No	0
100-034-557200 License And Inspection Fe				emt renewal JB 1/31/21 - 1/31/2025					
810911 Total:		30.00							
916197	2/28/2021	40.00	0.00	12/25/2020				No	0
100-034-557200 License And Inspection Fe				emt renewal JG 2/28/21-2/25/25					
916197 Total:		40.00							
IL Dept of Public Health T		70.00							
IML Risk Management Assoc 10323									
*** 0461	12/2/2020	533,982.00	0.00	12/25/2020				No	0
695-093-518400 Premiums Paid				2021 work comp min/max contribution					
*** 0461	10/2/2020	421,914.00	0.00	12/25/2020				No	0
695-094-518400 Premiums Paid				2021 gen liability and auto min/ max contribution					
*** 0461	10/2/2020	2,000.00	0.00	12/25/2020				No	0
100-001-551600 Dues And Subscriptions				2021 IML dues					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0461 Total:		957,896.00							
IML Risk Management As		957,896.00							
Inspired Style Company 14041									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Inspired Style Company T		300.00							
IWIRC 10335									
316343	7/16/2020	102.00	0.00	12/25/2020				No	0
501-501-559000 Medical Expense/supplies				annual exam JB annual exam					
316343 Total:		102.00							
316428	7/15/2020	100.00	0.00	12/25/2020				No	0
501-501-559000 Medical Expense/supplies				annual exam MC annual exam bus dept					
316428 Total:		100.00							
316519	7/10/2020	111.25	0.00	12/25/2020				No	0
501-501-559000 Medical Expense/supplies				initial physical MF bus dept					
316519 Total:		111.25							
316583	7/17/2020	111.25	0.00	12/25/2020				No	0
501-501-559000 Medical Expense/supplies				initial physical MH bus dept					
316583 Total:		111.25							
316619	7/13/2020	111.25	0.00	12/25/2020				No	0
501-501-559000 Medical Expense/supplies				initial physical MH bus dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
316619 Total:		111.25							
316687	7/10/2020	111.25	0.00	12/25/2020	initial physical JL bus dept			No	0
501-501-559000 Medical Expense/supplies									
316687 Total:		111.25							
316748	7/16/2020	100.00	0.00	12/25/2020	physical MM bus dept			No	0
501-501-559000 Medical Expense/supplies									
316748 Total:		100.00							
316761	7/15/2020	100.00	0.00	12/25/2020	physical DB bus dept			No	0
501-501-559000 Medical Expense/supplies									
316761 Total:		100.00							
316762	7/15/2020	100.00	0.00	12/25/2020	physical KM bus dept			No	0
501-501-559000 Medical Expense/supplies									
316762 Total:		100.00							
316779	7/17/2020	100.00	0.00	12/25/2020	physical JN bus dept			No	0
501-501-559000 Medical Expense/supplies									
316779 Total:		100.00							
316780	7/17/2020	100.00	0.00	12/25/2020	physical SN bus dept			No	0
501-501-559000 Medical Expense/supplies									
316780 Total:		100.00							
316823	7/17/2020	100.00	0.00	12/25/2020	physical JP bus dept			No	0
501-501-559000 Medical Expense/supplies									
316823 Total:		100.00							
316921	7/1/2020	100.00	0.00	12/25/2020	physical SS bus dept			No	0
501-501-559000 Medical Expense/supplies									
316921 Total:		100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
325130	11/2/2020	100.00	0.00	12/25/2020				No	0
501-501-559000 Medical Expense/supplies				annual exam MC bus dept					
325130 Total:		100.00							
IWIRC Total:		1,447.00							
Jac's Doghouse									
14127									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Jac's Doghouse Total:		300.00							
Joe's Towing & Recovery									
11414									
442419-1	11/6/2020	250.00	0.00	12/25/2020				No	0
223-023-534000 Automotive Expense				tow sw9					
442419-1 Total:		250.00							
Joe's Towing & Recovery T		250.00							
Johnson DMD, PC, Robert J.									
14067									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Johnson DMD, PC, Rober		300.00							
Kalman Engineering Inc									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
14154									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	300.00							
	Kalman Engineering Inc To	300.00							
Kelli's Daycare									
14048									
121720	12/17/2020	100.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	100.00							
	Kelli's Daycare Total:	100.00							
Kimball Midwest									
11679									
8446827	12/9/2020	330.75	0.00	12/25/2020				No	0
100-032-522400 General Supplies				handwipes, washers, bolts, o rings for st dept					
	8446827 Total:	330.75							
8456942	12/14/2020	435.48	0.00	12/25/2020				No	0
100-032-529000 Equipment				quick slide utility know, quantum leap mini tools for st dept					
	8456942 Total:	435.48							
	Kimball Midwest Total:	766.23							
King, Brittney									
14155									
121720	12/17/2020	1,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small business grant					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
121720 Total:		1,000.00							
King, Brittney Total:		1,000.00							
Koenig Body & Equipment 10359 88351	12/15/2020	3,615.81	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				plow bolts for snow plows st					
88351 Total:		3,615.81							
Koenig Body & Equipment		3,615.81							
Krystals Inc 14157 121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Krystals Inc Total:		300.00							
Lance, Jeffery and Susan 14076 121720	12/17/2020	2,700.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% small business grant					
121720 Total:		2,700.00							
Lance, Jeffery and Susan T		2,700.00							
Leander Construction, Inc 12713 11052020	11/5/2020	161,300.09	0.00	12/25/2020	csos-phs3	engr		No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
231-000-150700 Sewers				phase 3a cso project					
11052020 Total:		161,300.09							
Leander Construction, Inc T		161,300.09							
Lenz Oil Service Inc 10373									
18764	9/29/2020	6,412.50	0.00	12/25/2020				No	0
100-032-522400 General Supplies				oil for durapatcher					
18764 Total:		6,412.50							
18823	10/20/2020	1,622.70	0.00	12/25/2020				No	0
100-032-522400 General Supplies				oil for durapatcher					
18823 Total:		1,622.70							
Lenz Oil Service Inc Total:		8,035.20							
Let It Shine 10375									
201202065	12/7/2020	102.00	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				squad car washes 11/20					
201202065 Total:		102.00							
Let It Shine Total:		102.00							
LHF Compost, Inc. 11829									
17-8729	12/5/2020	1,830.00	0.00	12/25/2020				No	0
223-025-566501 Compost Site Expense				yard waste fee 11/30 - 12/4/20					
17-8729 Total:		1,830.00							
17-8731	12/11/2020	1,464.00	0.00	12/25/2020				No	0

AP-To Be Paid Proof List (12/21/2020 - 9:39 AM)

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*** means this invoice number is a duplicate.

Attachment: AP To Be Paid Proof List 12-25-2020 (2439 : Accounts Payable to be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
223-025-566501 Compost Site Expense				yard waste fee 12/7-12/11/20					
17-8731 Total:		1,464.00							
LHF Compost, Inc. Total:		3,294.00							
Lynn, Amoufatana 14158 121720	12/17/2020	2,700.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% small business grant					
121720 Total:		2,700.00							
Lynn, Amoufatana Total:		2,700.00							
Macqueen Emergency 10230 p00199	11/25/2020	272.04	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				L-1 lights					
p00199 Total:		272.04							
w00387	11/30/2020	3,182.17	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				tower 4 maintenance fire dept					
w00387 Total:		3,182.17							
Macqueen Emergency Tota		3,454.21							
Marlatt Inc. 14053 121720	12/17/2020	3,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small business grant					
121720 Total:		3,000.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Marlatt Inc. Total:	3,000.00							
Masco Packaging & industrial Supply 12969									
0135495	12/3/2020	1,606.00	0.00	12/25/2020	copy paper for city hall			No	0
100-990-520200 Office Supplies									
	0135495 Total:	1,606.00							
Masco Packaging & industr		1,606.00							
Maurer-Stutz Inc 10402									
40587	11/30/2020	4,681.25	0.00	12/25/2020	construction engineering for front st			No	0
240-240-561200 Engineering Fees									
	40587 Total:	4,681.25							
Maurer-Stutz Inc Total:		4,681.25							
McClary, Amber 14208									
121720	12/17/2020	900.00	0.00	12/25/2020	90% small business grant			No	0
261-319-511500 Econ Development Assist									
	121720 Total:	900.00							
McClary, Amber Total:		900.00							
McKesson Medical-Surgical Inc. MMSGS 10431									
17094086	11/30/2020	256.20	0.00	12/25/2020	resuscitator fire dept			No	0
100-034-522500 Emergency Medical Supplie									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
17094086 Total:		256.20							
17094339	11/30/2020	381.78	0.00	12/25/2020				No	0
100-034-522500 Emergency Medical Supplie				iv kit, catheter, oxy mask fire dept					
17094339 Total:		381.78							
17094798	11/30/2020	53.46	0.00	12/25/2020				No	0
100-034-522500 Emergency Medical Supplie				lidocaine fire dept					
17094798 Total:		53.46							
17904034	11/30/2020	112.72	0.00	12/25/2020				No	0
100-034-522500 Emergency Medical Supplie				iv kit, catheter iv, resuscitator, oxy mask fire dept					
17904034 Total:		112.72							
McKesson Medical-Surgica		804.16							
Menards									
10414									
36684	12/11/2020	19.98	0.00	12/25/2020	COVI-D019	furnoff		No	0
100-034-522400 General Supplies				bunk room fire dept - perfect finish					
36684 Total:		19.98							
93108	12/3/2020	4.40	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				brass hose barb engine 2 fire dept					
93108 Total:		4.40							
93178	12/4/2020	51.86	0.00	12/25/2020				No	0
100-034-522400 General Supplies				stations supplies sunoco 4 cycle fire dept					
93178 Total:		51.86							
93611	12/10/2020	232.19	0.00	12/25/2020	COVI-D019	furnoff		No	0
100-034-534200 Buildings & Grounds Maintenanc				bunk room fire dept - flooring					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
93611 Total:		232.19							
93656	12/11/2020	100.98	0.00	12/25/2020	COVI-D019	furnoff		No	0
100-034-534200 Buildings & Grounds Maintenanc				bunk room fire dept - paint					
93656 Total:		100.98							
93682	12/11/2020	1,074.86	0.00	12/25/2020				No	0
100-068-534200 Buildings And Grounds Rep				lumber for yard crew break area					
93682 Total:		1,074.86							
93721	12/12/2020	29.25	0.00	12/25/2020	COVI-D019	furnoff		No	0
100-034-534200 Buildings & Grounds Maintenanc				floor tile for bunk room fire dept					
93721 Total:		29.25							
93807	12/14/2020	113.94	0.00	12/25/2020				No	0
100-068-529000 Equipment				pencils, mechanix 4 x impact, folding sawhorse					
93807 Total:		113.94							
93813	12/14/2020	55.83	0.00	12/25/2020	COVI-D019	furnoff		No	0
100-034-522400 General Supplies				supplies for bunk room fire dept					
93813 Total:		55.83							
93882	12/15/2020	13.67	0.00	12/25/2020	COVI-D019	furnoff		No	0
100-034-522400 General Supplies				boxes and packing tape					
93882 Total:		13.67							
93931	12/10/2020	15.96	0.00	12/25/2020				No	0
231-031-522400 General Supplies				oil dri for sludge pump					
93931 Total:		15.96							
Menards Total:		1,712.92							

MES Inc

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*** means this invoice number is a duplicate.

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Attachment: AP To Be Paid Proof List 12-25-2020 (2439 : Accounts Payable to be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10415									
in1525424	12/2/2020	728.58	0.00	12/25/2020				No	0
100-034-529000 Equipment				4 gas monitor					
	in1525424 Total:	728.58							
in1525841	12/3/2020	1,204.75	0.00	12/25/2020				No	0
100-034-529000 Equipment				straight nozzle, quadrafog nozzle					
	in1525841 Total:	1,204.75							
	MES Inc Total:	1,933.33							
Midwest Transit Equipment									
10421									
r3510055555:01	10/20/2020	74.20	0.00	12/25/2020				No	0
501-501-534000 Automotive Expense				battery diagnostics 2017 bus 19672					
	r3510055555:01 Total:	74.20							
r3510055556:01	10/7/2020	74.20	0.00	12/25/2020				No	0
501-501-534000 Automotive Expense				brake fluid bus 1724					
	r3510055556:01 Total:	74.20							
x101055246:01	10/6/2020	29.70	0.00	12/25/2020				No	0
699-070-534000 Automotive Expense				door switch tchs 4					
	x101055246:01 Total:	29.70							
x101055810:01	11/18/2020	182.67	0.00	12/25/2020				No	0
501-501-534000 Automotive Expense				replace door glass bus 1508					
	x101055810:01 Total:	182.67							
	Midwest Transit Equipmen	360.77							
Miller Hall & Triggs									
10423									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 33	12/8/2020	10,640.10	0.00	12/25/2020				No	0
100-003-560600 Corporate Counsel Fees				general legal matters					
*** 33	12/8/2020	5,849.95	0.00	12/25/2020				No	0
100-003-561001 Legal Services - Police Labor				simmon cases					
*** 33	12/8/2020	3,526.55	0.00	12/25/2020				No	0
100-003-560600 Corporate Counsel Fees				traffic and enforcement					
*** 33	12/8/2020	2,522.00	0.00	12/25/2020				No	0
100-003-560600 Corporate Counsel Fees				ordinance violations					
*** 33	12/8/2020	800.00	0.00	12/25/2020				No	0
501-501-560600 Corporate Counsel Fees				general unit matters					
*** 33	12/8/2020	726.30	0.00	12/25/2020				No	0
100-003-560600 Corporate Counsel Fees				board of review					
*** 33	12/8/2020	680.00	0.00	12/25/2020				No	0
100-003-560600 Corporate Counsel Fees				liquor commission					
*** 33	12/8/2020	536.30	0.00	12/25/2020				No	0
100-003-560600 Corporate Counsel Fees				demolitions					
*** 33	12/8/2020	460.00	0.00	12/25/2020				No	0
100-003-561002 Legal Services - Fire Labor				fire matters					
*** 33	12/8/2020	300.00	0.00	12/25/2020				No	0
100-003-560600 Corporate Counsel Fees				zba/planning commission					
*** 33	12/8/2020	80.00	0.00	12/25/2020				No	0
100-003-561003 Legal Services - Teamsters				general labor matters					
33 Total:		26,121.20							
Miller Hall & Triggs Total:		26,121.20							
Modal Marketing									
10427									
90743	11/24/2020	25.12	0.00	12/25/2020				No	0
699-069-522400 General Supplies				rim ease lube					
90743 Total:		25.12							
90763	12/1/2020	8.76	0.00	12/25/2020				No	0
100-032-534400 Equipment Repairs				valve stims for durapatcher					
90763 Total:		8.76							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Modal Marketing Total:	33.88							
Moehring, Michelle 14118									
121720	12/17/2020	100.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	100.00							
	Moehring, Michelle Total:	100.00							
Monroe Truck Equipment 10430									
5443723	12/4/2020	574.71	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				vibrator for truck 21					
	5443723 Total:	574.71							
	Monroe Truck Equipment	574.71							
Mullins, Cynthia Ann 14222									
121720	12/17/2020	2,700.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90%small business grant					
	121720 Total:	2,700.00							
	Mullins, Cynthia Ann Tota	2,700.00							
Mutual Wheel 10439									
2576227	11/25/2020	104.99	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				exhaust parts - engine 2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2576227 Total:		104.99							
2576574	11/30/2020	117.51	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				brake valve engine 2					
2576574 Total:		117.51							
25770290	12/2/2020	1,871.00	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				brake shoes and drums engine 2					
25770290 Total:		1,871.00							
2577782	12/8/2020	463.44	0.00	12/25/2020				No	0
223-023-534000 Automotive Expense				brake chambers sw					
2577782 Total:		463.44							
Mutual Wheel Total:		2,556.94							
Nail Expert 14197									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Nail Expert Total:		300.00							
NAPA Auto Parts of Pekin 10441									
445446	12/1/2020	43.11	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				belt engine 2					
445446 Total:		43.11							
445711	12/3/2020	19.50	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				exhaust hanger engine 2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
445711 Total:		19.50							
445745	12/3/2020	32.30	0.00	12/25/2020				No	0
100-034-534000 Automotive Expense				exhaust clamp engine 2					
445745 Total:		32.30							
446435	12/10/2020	11.89	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				oil filters st 481					
446435 Total:		11.89							
NAPA Auto Parts of Pekin		106.80							
National Union Fire Insurance Co. of Vermont 14327									
L7EBC COP 2020	9/24/2020	13,318.87	0.00	12/25/2020				No	0
695-095-517502 Reinsurance Premium				20-21 longbow 7 re-insurance - 9 mos					
L7EBC COP 2020 Total:		13,318.87							
National Union Fire Insura		13,318.87							
Owens Jr, Robert 14209									
121720	12/17/2020	900.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% small business grant					
121720 Total:		900.00							
Owens Jr, Robert Total:		900.00							
Parkside Auto Sales & Service Inc. 14090									
121720	12/17/2020	2,700.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% small business grant					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	121720 Total:	2,700.00							
	Parkside Auto Sales & Serv	2,700.00							
PDC Services 10474									
4787824	11/30/2020	3,482.85	0.00	12/25/2020				No	0
231-031-536400 Sludge Removal				sludge to landfill 11/16-11/30/20					
	4787824 Total:	3,482.85							
	PDC Services Total:	3,482.85							
Pekin Auto Loan 14125									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	300.00							
	Pekin Auto Loan Total:	300.00							
Pekin Family Practice, P.C. 11358									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	300.00							
	Pekin Family Practice, P.C	300.00							
Pekin Glass & Mirror 10481									
121720	12/17/2020	3,000.00	0.00	12/25/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
261-319-511500 Econ Development Assist				small business grant					
121720 Total:		3,000.00							
Pekin Glass & Mirror Tota		3,000.00							
Pekin Pizza Company									
14060									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Pekin Pizza Company Tota		300.00							
Pekin Police Premium Trust									
11610									
120820	12/8/2020	2,224.10	0.00	12/25/2020				No	0
695-095-517509 Police BCBS Health Ins Plan				Police premium 1/1/21 - 1/31/21					
120820 Total:		2,224.10							
*** 74872	12/17/2020	102,440.48	0.00	12/25/2020				No	0
695-095-517509 Police BCBS Health Ins Plan				Police premium 1/1/21 - 2/1/21					
74872 Total:		102,440.48							
Pekin Police Premium Trus		104,664.58							
Pekin Public Library									
10488									
121720	12/17/2020	15,122.65	0.00	12/25/2020				No	0
100-990-496200 PPRT Tax Clearing Acct				pprt library oct '20 distribution					
121720 Total:		15,122.65							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Pekin Public Library Total:		15,122.65							
Porter Electric LLC 13525									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Porter Electric LLC Total:		300.00							
Praxair Distribution Inc 10518									
60256184	11/20/2020	61.37	0.00	12/25/2020				No	0
100-034-524000 Lease/rental Of Equipment				oxygen tanks fire dept 10/20 - 11/20/20					
60256184 Total:		61.37							
60464793	11/30/2020	292.88	0.00	12/25/2020				No	0
100-034-524000 Lease/rental Of Equipment				torch gas fire dept 10/20 - 11/20/20					
60464793 Total:		292.88							
Praxair Distribution Inc To		354.25							
Purple Frog, Inc. 14136									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small buisness grant					
121720 Total:		300.00							
Purple Frog, Inc. Total:		300.00							
QuickStart Electrical Systems LLC									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
10465									
105655	12/3/2020	268.31	0.00	12/25/2020				No	0
100-032-534000	Automotive Expense			starter st 419					
105655 Total:		268.31							
QuickStart Electrical Syste		268.31							
Rainbo Oil Co									
10534									
9141848	12/4/2020	405.00	0.00	12/25/2020				No	0
501-501-534000	Automotive Expense			324 gal defroster					
9141848 Total:		405.00							
Rainbo Oil Co Total:		405.00							
RAS1 Company									
14113									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500	Econ Development Assist			10% small business grant					
121720 Total:		300.00							
RAS1 Company Total:		300.00							
Regional Office of Education #53 Tazewell Co.									
10634									
104	12/14/2020	60.00	0.00	12/25/2020				No	0
501-501-519000	Training And Education			bus referresher class					
104 Total:		60.00							
Regional Office of Educatio		60.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Roanoke Concrete Products 10553									
191853	11/19/2020	208.75	0.00	12/25/2020				No	0
231-030-564000 Sewer Maintenance/Improvement				sewer repair 2nd and hamilton st					
191853 Total:		208.75							
Roanoke Concrete Product		208.75							
Saban, Rebecca S 14018									
121720	12/17/2020	3,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small business grant					
121720 Total:		3,000.00							
Saban, Rebecca S Total:		3,000.00							
SAFEBuilt, LLC 14115									
*** 0073619-in	11/30/2020	8,775.00	0.00	12/25/2020				No	0
100-793-560500 Consulting Services				inspection services 11/1-11/30/2020					
*** 0073619-in	11/30/2020	8,254.20	0.00	12/25/2020				No	0
100-793-560500 Consulting Services				building permits, plan review services 11/1-11/30/20					
0073619-in Total:		17,029.20							
SAFEBuilt, LLC Total:		17,029.20							
Safety Kleen Corp 10560									
84544053	11/11/2020	123.00	0.00	12/25/2020				No	0
699-069-569000 Other Contractual Service				parts washer service vmf					
84544053 Total:		123.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Safety Kleen Corp Total:	123.00							
Santanna, Deborah 14282									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	300.00							
	Santanna, Deborah Total:	300.00							
Sculptures Inc. 14135									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	300.00							
	Sculptures Inc. Total:	300.00							
Seico Inc 10587									
36419	9/23/2020	565.00	0.00	12/25/2020				No	0
100-068-522400 General Supplies				security entry cards					
	36419 Total:	565.00							
	Seico Inc Total:	565.00							
SG Screen Graphics Inc. 11820									
121720	12/17/2020	2,700.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% small business grant					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	121720 Total:	2,700.00							
	SG Screen Graphics Inc. To	2,700.00							
Shemansky, Ashley 14188									
121720	12/17/2020	900.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				90% small business grant					
	121720 Total:	900.00							
	Shemansky, Ashley Total:	900.00							
Sinacori LMT, Alexandra 14007									
121720	12/17/2020	200.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	200.00							
	Sinacori LMT, Alexandra T	200.00							
SNH Investment Inc. 12491									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
	121720 Total:	300.00							
	SNH Investment Inc. Total	300.00							
Stahley, Shawn 14070									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Stahley, Shawn Total:		300.00							
Standard Heating & Cooling 13042									
sd13362	11/3/2020	848.00	0.00	12/25/2020				No	0
100-068-534400 Equipment Repairs				cleaning and filter change hvac city hall 11/3/20					
sd13362 Total:		848.00							
Standard Heating & Coolin		848.00							
Stella Beauty Boutique LLC 14072									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Stella Beauty Boutique LLC		300.00							
Tazewell & Peoria Railroad, Inc 14263									
168898	12/3/2020	630.00	0.00	12/25/2020				No	0
231-030-557310 Railroad Permit Fee				annual permit fee for sewer on railroad row 1/1/21 - 12/31/2					
168898 Total:		630.00							
168899	12/3/2020	630.00	0.00	12/25/2020				No	0
231-030-557310 Railroad Permit Fee				annual permit fee for sewer on railroad row 1/1/21 - 12/31/2					
168899 Total:		630.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Tazewell & Peoria Railroad	1,260.00							
Tazewell County Landfill 10635									
4787858	11/30/2020	28,318.95	0.00	12/25/2020				No	0
223-023-566500 Landfill Expense				landfill fee 11/16 - 11/30/20					
4787858 Total:		28,318.95							
Tazewell County Landfill T		28,318.95							
Tazewell County Recorder 10638									
121820	12/18/2020	47.40	0.00	12/25/2020				No	0
100-793-593300 Lien Filing Fee				release of lien 1404 S 13th					
121820 Total:		47.40							
Tazewell County Recorder		47.40							
Tazewell County Recorder 11172									
*** 121720	12/17/2020	47.40	0.00	12/25/2020				No	0
231-029-593300 Lien Filing Fee				release of lien 260 cooper					
*** 121720	12/17/2020	47.40	0.00	12/25/2020				No	0
231-029-593300 Lien Filing Fee				release of lien 247 koch					
*** 121720	12/17/2020	47.40	0.00	12/25/2020				No	0
231-029-593300 Lien Filing Fee				release of lien 1119 Maple					
*** 121720	12/17/2020	47.40	0.00	12/25/2020				No	0
231-029-593300 Lien Filing Fee				release of lien 1122 Maple					
*** 121720	12/17/2020	47.40	0.00	12/25/2020				No	0
231-029-593300 Lien Filing Fee				release of lien 2408 Tazewell					
*** 121720	12/17/2020	47.40	0.00	12/25/2020				No	0
231-029-593300 Lien Filing Fee				release of lien 1911 Windsor					
*** 121720	12/17/2020	47.40	0.00	12/25/2020				No	0
231-029-593300 Lien Filing Fee				release of lien 915 N 11th					

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*** means this invoice number is a duplicate.

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 121720	12/17/2020	47.40	0.00	12/25/2020				No	0
231-029-593300	Lien Filing Fee			release of lien 2217 Willow					
121720 Total:		379.20							
Tazewell County Recorder		379.20							
Tazewell County Resource Centers, Inc. 12806									
093788	11/30/2020	400.00	0.00	12/25/2020				No	0
100-761-569000	Other Contractual Service			janitorial services 11/2020					
093788 Total:		400.00							
Tazewell County Resource		400.00							
Tazewell Plumbing, Inc. 11109									
27250	12/11/2020	3,563.83	0.00	12/25/2020	Poli-0cap	contr		No	0
100-068-580401	Building Repair			plumbing work eoc pd					
27250 Total:		3,563.83							
Tazewell Plumbing, Inc. To		3,563.83							
The Mop shoppe 14160									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500	Econ Development Assist			10% small business grant					
121720 Total:		300.00							
The Mop shoppe Total:		300.00							

Topless Tree Service Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10657									
2020-300	12/7/2020	1,530.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			remove dead trees, clean up stumps 1304 sommerset 11/18/20					
2020-300 Total:		1,530.00							
2020-301	12/7/2020	700.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			deadwood two trees 1312 s 8th st 11/11/20					
2020-301 Total:		700.00							
2020-302	12/7/2020	610.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			lift and deadwood tree 1408 state st 11/10/20					
2020-302 Total:		610.00							
2020-303	12/7/2020	1,813.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			remove dead tree 1124 highwood 11/09/20					
2020-303 Total:		1,813.00							
2020-304	12/7/2020	1,110.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			remove stump and root 212 amanda 11/06/20					
2020-304 Total:		1,110.00							
2020-305	12/7/2020	935.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			remove tree stump clean up 1203 monroe 11/18/20					
2020-305 Total:		935.00							
2020-306	12/7/2020	700.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			deadwood and trim trees 300 washington 11/19/20					
2020-306 Total:		700.00							
2020-307	12/7/2020	1,505.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			remove dead trees 337-341 buena vista 11/19/20					
2020-307 Total:		1,505.00							
2020-308	12/7/2020	1,050.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			trim tree off buildings 328 s 4th st 11/20/20					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2020-308 Total:	1,050.00							
2020-309	12/7/2020	180.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			grind stump 355 caroline 11/23/2020					
	2020-309 Total:	180.00							
2020-310	12/7/2020	880.00	0.00	12/25/2020				No	0
100-032-536000	Tree Removal / Replacemen			remove stumps, roots for construction 11/20/20					
	2020-310 Total:	880.00							
	Topless Tree Service Inc To	11,013.00							
Tri-County Regional Planning									
10662									
024244	11/30/2020	105.00	0.00	12/25/2020				No	0
100-007-569000	Other Contractual Service			street ratings					
	024244 Total:	105.00							
	Tri-County Regional Plann	105.00							
Truck Centers Inc									
10664									
f140319912:01	12/7/2020	158.79	0.00	12/25/2020				No	0
223-023-534000	Automotive Expense			central valve sw14					
	f140319912:01 Total:	158.79							
	Truck Centers Inc Total:	158.79							
Trueblood, Katherine G									
14172									
121720	12/17/2020	200.00	0.00	12/25/2020				No	0
261-319-511500	Econ Development Assist			10% small business grant					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
121720 Total:		200.00							
Trueblood, Katherine G To		200.00							
US Bank Equipment Finance 13878									
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-001-524000 Lease/rental Of Equipment					administration copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-990-524000 Lease/rental Of Equipment					workroom copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-006-524000 Lease/rental Of Equipment					finance director copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-763-524000 Lease/rental Of Equipment					ppd investigations copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-763-524000 Lease/rental Of Equipment					ppd investigations copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-761-524000 Lease/rental Of Equipment					ppd patrol copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-764-524000 Lease/rental Of Equipment					ppd records copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-032-524000 Lease/rental Of Equipment					street copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
100-034-524000 Lease/rental Of Equipment					fire copier 11/2 - 12/07/2020				
*** 430742007	12/7/2020	638.52	0.00	12/25/2020				No	0
501-501-524000 Lease/rental Of Equipment					bus dept 5 copiers 11/2 - 12/07/2020				
*** 430742007	12/7/2020	127.71	0.00	12/25/2020				No	0
699-069-524000 Lease/rental Of Equipment					vmf copier 11/2 - 12/07/2020				
430742007 Total:		1,915.62							
US Bank Equipment Finan		1,915.62							
Velde Ford 10683									
358742	12/8/2020	359.84	0.00	12/25/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-761-534000 Automotive Expense				turn signal module squad 51710					
358742 Total:		359.84							
358756	11/24/2020	40.35	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				evaporator purge valve squad 5152					
358756 Total:		40.35							
358777	12/2/2020	163.72	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				throttle body / accelorator pedal squad 5161					
358777 Total:		163.72							
358802	12/8/2020	183.94	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				tail shaft housing st 603					
358802 Total:		183.94							
358813	12/9/2020	11.23	0.00	12/25/2020				No	0
100-032-534000 Automotive Expense				tail shaft housing plug st 603					
358813 Total:		11.23							
358820	12/14/2020	172.89	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				hvac control module squad 5153					
358820 Total:		172.89							
Velde Ford Total:		931.97							
Verizon									
14122									
9867697103	11/23/2020	188.37	0.00	12/25/2020				No	0
231-031-550100 Utilities				wwtp internet 10/24 - 11/23/20					
9867697103 Total:		188.37							
9868395148	12/3/2020	1,002.44	0.00	12/25/2020				No	0
501-501-550100 Utilities				bus dept phone 11/04-12/03/2020					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
9868395148 Total:		1,002.44							
Verizon Total:		1,190.81							
Virden, Molly 14063									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Virden, Molly Total:		300.00							
Vivid Envisions 14081									
121720	12/17/2020	100.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		100.00							
Vivid Envisions Total:		100.00							
Warning Systems Spec 13591									
9288	12/11/2020	476.30	0.00	12/25/2020				No	0
100-761-534000 Automotive Expense				wiring repairs squad 5161, 5153					
9288 Total:		476.30							
Warning Systems Spec Tot		476.30							
Waste Management 12524									
3089518-2070-0	11/30/2020	820.02	0.00	12/25/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
231-031-569000 Other Contractual Service				dumping of 2 yard roll offs 12/01/20					
3089518-2070-0 Total:		820.02							
3324725-2070-6	12/1/2020	2,924.28	0.00	12/25/2020				No	0
231-031-536400 Sludge Removal				sludge to landfill 11/16-11/30/20					
3324725-2070-6 Total:		2,924.28							
Waste Management Total:		3,744.30							
Weatherhead, Zola D									
14177									
121720	12/17/2020	1,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small business grant					
121720 Total:		1,000.00							
Weatherhead, Zola D Total		1,000.00							
Widmer Interiors									
10832									
349350	12/14/2020	6,255.29	0.00	12/25/2020	Poli-0cap	furnoff		No	0
100-068-587100 Office Equipment & Furniture				table and chairs for coc					
349350 Total:		6,255.29							
Widmer Interiors Total:		6,255.29							
Will Harms Co									
10706									
36646	12/4/2020	131.18	0.00	12/25/2020				No	0
100-034-520200 Office Supplies				shapries, p-touch refills, 2021 desk calendars fire dept					
36646 Total:		131.18							
36649	12/7/2020	15.20	0.00	12/25/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-520200 Office Supplies				2021 wall calendar					
36649 Total:		15.20							
Will Harms Co Total:		146.38							
Woll, Mandy									
14110									
121720	12/17/2020	100.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		100.00							
Woll, Mandy Total:		100.00							
Wood Floor Solutions, Inc									
14164									
121720	12/17/2020	3,000.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				small business grant					
121720 Total:		3,000.00							
Wood Floor Solutions, Inc		3,000.00							
Yesterday's Bar & Grill Inc									
14087									
121720	12/17/2020	300.00	0.00	12/25/2020				No	0
261-319-511500 Econ Development Assist				10% small business grant					
121720 Total:		300.00							
Yesterday's Bar & Grill Inc		300.00							

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

Report Total:	1,687,574.03
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REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Resolution No. 199-20/21 Pekin High Resource Officer Agreement with District No. 303 for 2020-2021

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: In August of this year the Council adopted an MOU attached to this agreement as it applies to any potential Covid related closures of the school. At that time the High School had the annual agreement prepared and before their board for approval, with the intent to forward the agreement to the City for our approval as we have done in the years past. Due to Covid issues encountered by both parties, it was just now realized that the actual agreement was not brought to and approved by the City Council. The agreement is now coming before Council for approval. The terms of the agreement are the same as in the years past. The only change to the agreement is the attached MOU relating to any potential closures that are specifically Covid related. As a reminder, the high school does reimburse the City for a portion of our costs for the officer. Staff recommends approval of the agreement.

FINANCIAL IMPACT: The High School compensates to the City 50% of the officer's salary.

Amount:

Line Item: 100-760-437100

Budgeted Amount: \$50,000.00

Remaining Funds: \$13,068.35

IMPACT IF APPROVED: The police department will continue to have an officer in the school to support the safety of the students and staff. This continues to be a benefit to the school as well as the City.

IMPACT IF DENIED: The police department will no longer have an officer in the school and this could potentially become a safety issue. As well the City would incur the full costs of that officer.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

12/16/2020

Date:

Resolution No. 199 - 20/21 Approving Agreement with District No. 303 for a Police Liaison Resource Officer at the Pekin High School During the 2020-2021 School Year

7.1

WHEREAS, the City has previously entered into an agreement with Pekin Community High School District No. 303 (the “High School”) pursuant to which the Police Department provides a City police officer to act as school resource officer in the High School (the “Agreement”); and

WHEREAS, the previous agreement between the City and the High School expired July 31, 2020; and

WHEREAS, the City Council approved a Memorandum of Understanding as an addendum to the Agreement on August 10, 2020; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City to extend the underlying Agreement for another one-year term.

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

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

Section 2. The Mayor and the City Clerk are authorized and directed to execute the High School Police Liaison Officer Agreement attached hereto as Exhibit A, along with such changes as the Mayor deems necessary and appropriate.

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

MAYOR

ATTEST:

CITY CLERK

HIGH SCHOOL POLICE LIAISON OFFICER AGREEMENT

This Agreement made and entered into this 27 day of July, 2020, by and between the CITY OF PEKIN, ILLINOIS, a Municipal Corporation, hereinafter referred to as "City", and the BOARD OF EDUCATION OF PEKIN SCHOOL DISTRICT NO. 303, a Body Politic and Corporate, hereinafter referred to as "School Board".

WITNESSETH:

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards have control of school property and are responsible for pupil and staff safety; and

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards may contract for work for the district and may hire educational support personnel; and

WHEREAS, Art. VII, §10, Ill. Const. provides that school districts and cities may contract to share any power not prohibited by law; and

WHEREAS, the City, with a population greater than 25,000 has plenary police powers pursuant to Art. VII, §6 (a), ILL. Const.; and

WHEREAS, both the School Board and the City believe that having a police officer, properly trained in juvenile justice programs, assigned to and stationed at the high school will increase pupil and staff safety, further juvenile prevention programs, and will deter juvenile crime; and

WHEREAS, the City is willing to assign such an officer to the high school only if the School Board participates in a cost sharing of the employment costs of such an officer; and

WHEREAS, the School Board is willing to participate in such cost sharing only upon certain guarantees about approval of personnel, availability of personnel, and delineation of duties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained here in below, the parties here to agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is for the City to agree to assign a police officer to and station the officer at Pekin High School and for the City to set forth with particularity said police officer's duties and chain of command and for the School Board to delineate its financial responsibilities for such assignment and for the School Board to establish its obligations in respect to supervision, provision of office space and equipment, and right of veto over personnel selection. Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination rights, and division of liability.

ARTICLE II. TERM

2.1 The term of this Agreement is from August 1, 2020, to July 31, 2021 (176 assignment days).

2.2 This Agreement shall automatically renew for successive one (1) year terms, beginning on August 1st of each year, unless either party provides written notice of non-renewal to the other party within fifteen (15) days of the expiration of the then-current term.

ARTICLE III. TERMINATION RIGHTS

3.1 Either party may terminate this Agreement for cause upon fifteen (15) days written notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination.

ARTICLE IV. CITY'S DUTIES

4.1 The city shall assign a Pekin Police Officer to and station said officer at Pekin High School first for all pupil attendance days during the school year and for five (5) work days prior to the start of the school year (as staff orientation) if requested by the School Board. The City shall not be required to assign such an officer even when requested if such officer is sick or is granted a minimum of three (3) days leave; however, the City reserves the right to assign an alternate on such days or other days.

4.2 Said assigned officer, and any alternate, shall be selected, supervised, and instructed to perform in accordance with the Job Description attached hereto and incorporated herein as Exhibit "A".

4.3 An assignment day shall consist of eight hours and shall begin and end as agreed between the parties most involved, all shall include a half hour for lunch. It is understood, though, that the assigned officer shall not always be on school grounds during the assignment day. Such items as court appearances, investigation of school related matters but off school grounds, training, police investigations, and bona fide police emergencies may and will keep the assigned officer off school grounds. While the City will attempt to keep such matters as training during school hours and bona fide police emergencies to a minimum, it is understood that such matters are not completely within the control of the City. In addition, it is understood that training is of benefit to the School Board. Therefore, in cases of training directly related to his or her functions as a liaison officer, or related to juvenile law, the City and the School District shall share the average daily costs of the officer evenly. The rule in cases of bona fide police emergencies, and police investigations, shall be that if the assigned officer is performing school related business for less than one-half of the school day, no assignment day is charged but that if the assigned officer is performing school related business for at least one-half of the school day, an assignment day is charged.

4.4 The City of Pekin Chief of Police or designated officer shall perform a written evaluation of the Police Officer High School Liaison Program and the officer or officers assigned thereto annually. Such evaluation shall allow for written input from the School Board.

4.5 The City may authorize overtime not associated with school activities and shall pay for any overtime so authorized if unrelated to school activities.

4.6 The City shall either provide the assigned officer a City owned vehicle or authorize the use of a personal vehicle.

4.7 The City agrees to indemnify, defend, and hold harmless the School Board for all claims under the Worker's Compensation, Occupational Disease, or similar statutes for injury or illness resulting to the assigned employee. In addition, the City agrees to indemnify, defend and hold harmless the School Board for all claims, demands, damages, costs, expenses, suits, actions, or liability whether at law or in equity arising from the acts or omissions of the assigned employee.

ARTICLE V. SCHOOL BOARD DUTIES

5.1 The School Board shall request an assigned officer for a minimum of 176 assignment days during the term thereof.

5.2 The School Board shall provide supervision for said assigned officer by the Principal or his designee.

5.3 The School Board shall provide sufficient office space, furniture, office supplies, telephone, and secure filing cabinet for said assigned officer.

5.4 The School Board shall pay 50% of the Officer Employment Cost to the City. "Officer Employment Cost" shall be determined by adding together the annual base salary of the individual officer selected, the Medicare costs, insurance costs, Workman's Compensation or similar costs. Said payment shall be made quarterly within thirty (30) days after receipt of billing from the City.

5.5 Any time the School Board requests and authorizes overtime for the assigned officer; overtime compensation shall be paid by the School Board at rates established by the City. If such request relates to the execution of this Agreement, the City shall include an itemized statement detailing such charges as a part of its quarterly billing, and payment by the School Board shall be made in the same manner as the quarterly payments under this Agreement. However, if such request is not related to the execution of this Agreement, then payment by the School Board shall be made to the officer in accordance with any collateral agreements between the parties.

ARTICLE VI. MISCELLANEOUS

6.1 Both parties have certain duties to indemnify, defend, and hold harmless the other party under certain specified circumstances. Therefore, whenever a demand or suit is made or filed against the beneficiary of such duty, that party shall promptly notify in writing the burdened party of such demand or suit and such burdened party shall promptly notify the benefitted party of the name of the individual assigned to handle and defend such demand or suit.

6.2 While the Pekin Community High School Administration reserves the right to make final approval of assigned officer and alternate and to demand the removal of any such officer approved, the City reserves the sole and exclusive right to discipline such personnel. The Pekin Community High School Administration shall report promptly, however, to the Chief of Police any infractions or deficiency in performance and may file charges with the Board of Fire and Police Commissioners against said personnel only after ten (10) days have expired from so reporting same to the Chief of Police.

6.3 Both parties agree that the assigned officer shall have no authority to act as a Juvenile Officer outside the corporate limits of the City unless specifically authorized by the City.

6.4 Both parties agree that if the assigned officer is expected to perform a search or seizure of persons or property, said officer shall be bound by and shall follow established City policies and directives. Nothing herein shall prevent school personnel from acting under School Board policies and directives outside the presence of the assigned officer. However, the assigned officer shall not be required to withhold information of criminal activity from the City.

6.5 Should a dispute arise concerning an itemized bill, the School Board shall promptly pay the amounts not in dispute. The Chief of Police and Pekin High School Principal shall meet within ten (10) days to discuss the remaining amounts in dispute; and if they are unable to resolve said dispute mutually within ten (10) days thereafter, the dispute shall be submitted to governing bodies of the parties as follows: the first and third such disputes shall be submitted to the School Board and its decision shall be final and binding for that quarterly billing; the second and fourth such disputes shall be submitted to the City Council and its decision shall be final and binding for that quarterly billing.

6.6 The City of Pekin Police Department's Rules and Regulations shall govern the conduct of the assigned officer unless otherwise specifically provided for by this Agreement.

6.7 Any change to this Agreement shall be in writing and approved by the governing boards of both parties; however, both parties agree that this Agreement is a pilot program and that non-substantive refinements may be needed to have a successful program. Therefore, the Chief of Police and the Principal of Pekin High School may approve non-substantive changes – i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority – by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

PEKIN HIGH SCHOOL DISTRICT
NO. 303

By 
President

Attest:


Secretary

CITY OF PEKIN, ILLINOIS

Mayor

Attest:

City Clerk

Exhibit A

**JOB DESCRIPTION
POLICE LIAISON OFFICER
PEKIN HIGH SCHOOL**

Job Title

Police Liaison Officer

Employment

The Police Liaison Officer is an officer of the Pekin Police Department and an employee of the City of Pekin on special assignment to Pekin High School District No. 303.

Employment Contract

The City of Pekin and Pekin High School District No. 303 will enter into an annual agreement to purchase liaison officer services based on the number of school days in which students are present and/or the officer's presence is requested.

Qualifications/Selection

The training, experience and other qualifications of the Police Liaison Officer shall be established by the Chief of Police. When selecting an officer for this position, the Chief of Police shall nominate a slate of qualified candidates, and the Principal of Pekin High School shall make the final selection.

Professional Standards

The Police Liaison Officer must conduct himself/herself in a professional manner and must maintain a high level of respect and integrity within the school community. As a Juvenile Officer, the Police Liaison Officer shall endeavor to maintain a caring attitude towards students and shall endeavor to remain sensitive to the problems of students and staff in the school environment.

Attire

When functioning as the Police Liaison Officer, the officer shall normally be dressed in plain clothes, except on those occasions when, in the judgment of school authorities, the standard police uniform would be more appropriate.

Reports To

The Police Liaison Officer is primarily a police officer and as such is at all times under the command of his designated police department superiors. However, during those hours in which the officer is assigned to Pekin High School as the Police Liaison Officer he shall report to the Principal or his designee. When the officer is not functioning as the Police Liaison Officer, he will report to his designated supervisor at the Pekin Police Department.

Duties

The position of the Police Liaison Officer is a staff liaison position and is considered an integral part of the student personnel services of the high school. Specifically, the position is a part of the Student Affairs Office under the immediate supervision of Pekin High School Administration, and in this relationship the officer's duties are under the authority and responsibility of the Principal of Pekin High School.

The Police Liaison Officer shall not be responsible for the enforcement of high school or school district policies, but shall assist the staff in said enforcement when requested to do so.

As a member of the school staff, the Police Liaison Officer:

1. Serves as the liaison between Pekin High School and the Pekin Police Department, promotes the development of effective communication between the school and legal authorities, and coordinates the provision of police services to the school.
2. Serves as a consultant to Pekin High School District No. 303 in matters of crime prevention, law enforcement, community youth services and other related matters.
3. Pro-actively works with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. In this role the liaison officer patrols the school and grounds, supervises parking lots, monitors pedestrian and vehicular traffic on school grounds, and prevents loitering and trespassing on school property when requested to do so.
4. Conducts and/or coordinates the police investigation of incidents involving Pekin High School, its staff and students. The officer will also investigate other cases or perform other duties assigned by his designated police department supervisor. The officer shall retain all the powers and duties inherent in his status as a law enforcement officer of the Pekin Police force including but not limited to the power to make all lawful arrests and such other actions that may be necessary and appropriate in the specific circumstance.
5. As a police Juvenile Officer, the Police Liaison Officer must develop and maintain a familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
6. Confers with and assists deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
7. Participates in providing advice and guidance to students and parents and assists in referral to appropriate community services.
8. Assists school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
9. Assists school staff in the supervision of extra-curricular school activities as requested.
10. Performs other duties as assigned by Pekin High School Administration or by his designated police department supervisor not inconsistent with this description or attached Agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 27 day of July, 2020 between the Board of Education of Pekin Community High School District No. 303 ("Board") and the City of Pekin, Illinois.

WHEREAS, the parties entered into a High School Police Liaison Officer Agreement dated the 27 day of July, 2020, ("Agreement") which provides for the City of Pekin to assign a Police Liaison officer to Pekin High School for all pupil attendance days during a school year; and

WHEREAS, due to the COVID-19 pandemic, schools were closed state-wide for in-person attendance by students or staff from March 17, 2020, through the end of the school year; and

WHEREAS, there is a continued possibility of long-term school closures during the 2020 – 2021 school year due to the COVID-19 pandemic; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding to address the impact of any long-term school closings on the parties' obligations under the Agreement.

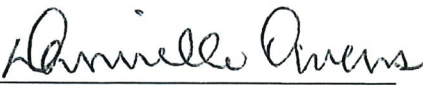
NOW, THEREFORE, the parties agree as follows:

1. In the event Pekin High School is closed to in-person instruction for more than five (5) consecutive school days for reasons related to the COVID-19 pandemic, the Officer Employment Cost owed to the City pursuant to paragraph 5.4 of the Agreement shall be reduced by the number of scheduled school days that the school is closed, on a pro-rata basis.

City of Pekin, Illinois

Board of Education of Pekin Community
High School District No. 303

By: _____
Mayor

By: 
Dr. Danielle Owens
Superintendent



REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 200-20/21 Approving Agreement with IDOT for Dilemma Zone Intersection Improvements

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is for an agreement with IDOT. IDOT was awarded a federal grant to complete safety improvements at several intersections in the area. The City of Pekin has 50% responsibility for the intersection at Manito Blacktop and IL29. Therefore, IDOT has requested that the City of Pekin pay for 50% of the local match for these improvements. The grant is 90% federally funded, so the City would be responsible for approximately 5% of the total project costs or around \$2,415. This cost is only an estimation at this time and may change slightly during construction, but the agreement does not allow more than a 25% increase.

The planned construction project involves dilemma zone improvements. The dilemma zone is the area of the intersection where drivers have difficulty making a decision of whether to stop or go when they are approaching a yellow light. Accidents happen when the driver brakes too quickly and the car behind cannot stop in time. Accidents can also happen when the driver enters the intersection too late and is T-boned by cross traffic. This construction project will involve the installation of sensors that detect cars in and before the dilemma zone and can extend the green light or start the yellow light sooner. The sensor would give drivers more time to react during yellow lights and would improve safety at the intersection. This project would also include an upgrade to LED lighting, which will save the City electrical costs in the long term. Staff recommends approving the item.

FINANCIAL IMPACT:

Requested Amount: \$2,415
 Line Item: 100-032-599000
 Budgeted Amount: \$5,000
 Remaining Funds: \$4,943

IMPACT IF APPROVED: The agreement will be signed and the intersection improvements will be installed.

IMPACT IF DENIED: The agreement will not be signed, and IDOT may choose to remove this intersection from the project.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

12/17/2020

Date:

Resolution No. 200 - 20/21 Approving Agreement with IDOT for Dilemma Zone Improvements and LED Lighting at the IL 29 / Manito Blacktop Intersection

7.2

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

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

WHEREAS, the City desires to enter into an agreement with the State of Illinois for Dilemma Zone Improvements at the intersection of IL29 and Manito Blacktop;

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

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

Section 2. The Mayor and/or the City Manager is authorized and directed to enter into an Agreement with the State of Illinois, acting by and through its Department of Transportation in substantially the form attached hereto as Exhibit A, with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

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

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

MAYOR

ATTEST:

CITY CLERK

Various Routes
 Section: D4 Signal Installation 2021
 Various Counties
 Installation of dilemma zone detection and
 LED lighting at various intersections
 Job No. C-94-011-21
 Contract No. 68G06
 Catalog No.: 036122-00D
 Agreement No.: JN-421-005

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2020, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF PEKIN, of the State of Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of modernizing traffic signals as shown in "Attachment 1" attached hereto and made a part hereof, by installing dilemma zone detection systems and LED lighting at the intersection of IL 29 and Manito Road/Powerton Avenue as shown in the attached plans, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvements in that same will be of immediate benefit to the motoring and pedestrian public and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with the plans and specifications within the contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

<u>TYPE OF WORK</u>	<u>FEDERAL COST (%)</u>	<u>STATE COST</u>	<u>VILLAGE COST (%)</u>	<u>TOTAL COST</u>
Modernize Traffic Signals at				
IL 29 & Manito Rd/Powerton Rd	37,800 (90)	2,100 (5)	2,100 (5)	42,000
Prelim Engineering (5%)	0	1,995 (95)	105 (5)	2,100
Const Engineering (10%)	3,780 (90)	210 (5)	210 (5)	4,200
Remaining Construction	628,200 (90)	69,800 (10)	0	698,000
Prelim Engineering (5%)	0	34,900 (100)	0	34,900
Const Engineering (10%)	62,820 (90)	6,980 (10)	0	69,800
TOTALS	\$732,600	\$115,985	\$2,415	\$851,000

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signal improvements shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of these improvements, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for these improvements, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans, by resolution or letter, or by signing the Plan Approval sheet which is part of this document.
6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance and electrical energy responsibilities for the traffic signals at the intersections of IL 29 and Manito Road/Powerton Avenue in accordance with the existing Master Agreement or in accordance with any such Master Agreement that may be executed in the future.
9. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
10. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.
11. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6002169 and the CITY is doing business as a municipality whose mailing address is 111 S. Capitol St. , Pekin, Illinois 61554

Various Routes
 Section: D4 Signal Installation 2021
 Various Counties
 Installation of dilemma zone detection and
 LED lighting at various intersections
 Job No. C-94-011-21
 Contract No. 68G06
 Catalog No.: 036122-00D
 Agreement No.: JN-421-005

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION

CITY OF PEKIN

By: _____
 Kensil A. Garnett
 Region Three Engineer

By: _____
 Mark Luft, Mayor

Date: _____

Date: _____

Attest: _____
 Sue McMillan, City Clerk

(SEAL)

DV:pjl\O:\PD\MGR1\WINWORD\Progdev\Agreements\Joint\JN421005.docx

Attachment: Exhibit A - IDOT Agreement - Dilemma Zone Improvements (2423 : Resolution No. 200-20/21 Approving Agreement with IDOT for

TIN CERTIFICATION

The CITY certifies that:

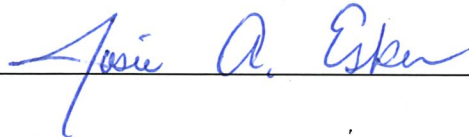
1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY) is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien).

Taxpayer Identification Number: 37-6002169

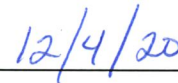
Legal Status

- | | |
|---|---|
| ☐ Individual | ☒ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral home /Cemetery |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other _____ | ☐ D= Disregarded entity |
| | ☐ C= Corporation |
| | ☐ P= Partnership |

Signature



Date





Illinois Department of Transportation

Agreement Funding Method Payment

Route: VariousAgreement No.: JN-421-005Section: D4 Misc Signal Installation 2020Catalog No.: 036122-00DCounties: Various

Resolution No.: _____

EXHIBIT "A" FUNDING RESOLUTION

WHEREAS, the CITY OF PEKIN (CITY) has entered into an AGREEMENT with the State of Illinois for the installation of dilemma zone detection systems and LED lighting; and

WHEREAS, in compliance with said AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of two thousand four hundred fifteen Dollars (\$2,415), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS)
) ss
COUNTY OF TAZEWELL)

I, _____, City Clerk in and for the CITY OF PEKIN, State of

Illinois, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the CITY at its meeting on _____, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, AD., 2020.

Sue McMillan, City Clerk

(SEAL)

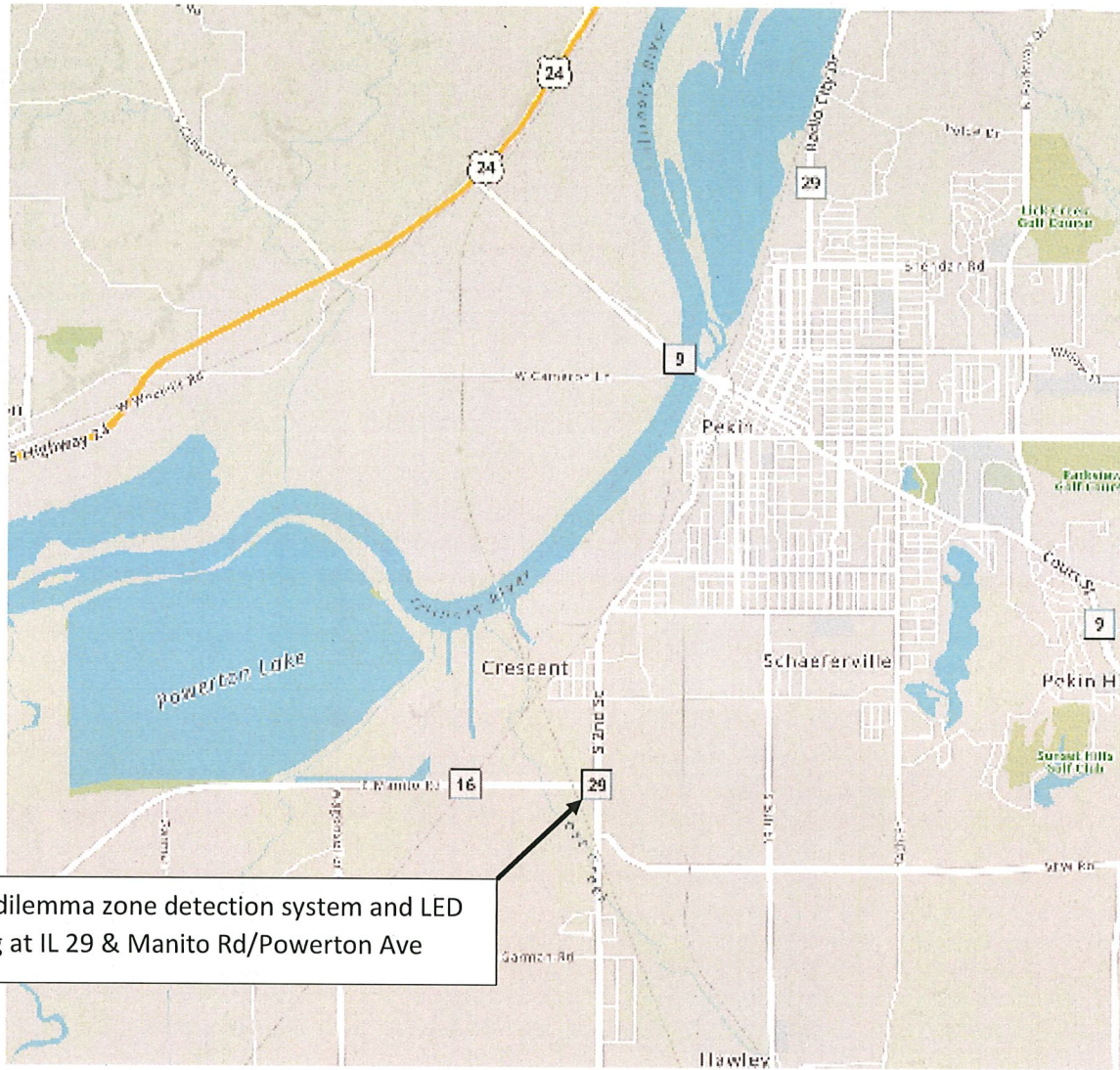
Various Routes
Section: D4 Signal Installation 2021
Various Counties
Installation of dilemma zone detection and
LED lighting at various intersections
Contract No. 68G06
Catalog No.: 036122-00D
Agreement No.: JN-421-005

I approve the portions of the final plans for the above-captioned project that pertain to the maintenance obligations of the City of Pekin.

Mark Luft, Mayor

Date

Pekin



Install dilemma zone detection system and LED lighting at IL 29 & Manito Rd/Powerton Ave



REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 201-20/21 Approving an Amendment to the Agreement with Tazewell & Peoria Railroad

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This item is for an amendment to a construction and maintenance agreement with the Tazewell & Peoria Railroad, Inc. for the purposes of installing a large diameter pipe under the railroad tracks on Front Street for the Phase 3A CSO project. The original agreement did not specify track outages. City Staff and contractor, Leander Construction, have worked to develop a construction schedule which projects 60 days of railroad track outages. The Tazewell & Peoria Railroad have agreed to allow this outage for the construction to take place but will charge the City \$750 per day of outage to help cover their extra costs that are associated with having to reroute trains. They have also required that the City pay for five “derails” which are safety infrastructure needed for closed tracks. These derails are estimated to cost \$1,500 each. The agreement amendment also states that the City will be charged \$10,000.00 per day for rail closures beyond the agreed upon 60 days.

This amendment to the original agreement is necessary to complete the CSO project, which is mandated by the Illinois EPA. Also, this project must take place before the road work on Front Street can resume. Staff recommends that this item be approved.

FINANCIAL IMPACT:

Requested Amount: \$52,500.00
 Line Item: 231-000-150700
 Budgeted Amount: \$4,000,000.00
 Remaining Funds: \$3,849,558.09

IMPACT IF APPROVED: The amendment to the agreement will be approved and construction will continue on schedule.

IMPACT IF DENIED: The amendment to the agreement will not be signed and the project cannot be completed.

ALTERNATIVES: Try to re-negotiate the amendment and stall the project.

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

12/18/2020

Date:

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

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

WHEREAS, the City has an Agreement for Construction and Maintenance with the Tazewell and Peoria Railroad, Inc., attached hereto as Exhibit A; and

WHEREAS, the City has an ongoing construction project that will require a railroad track outage in order to install a large diameter pipe below the tracks as part of the City's Phase 3A CSO Project; and

WHEREAS, the Railroad has agreed to a 60-day track outage under the terms set forth in the First Amendment to Construction Maintenance Agreement ("Amendment") attached hereto as Exhibit B; and

WHEREAS, this Amendment is necessary for the Railroad to provide a Right of Entry permit to the City's Contractor, Leander Construction; and

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

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

Section 2. The Mayor and/or the City Manager is authorized and directed to enter into the Amendment to the Agreement in substantially the form attached hereto as Exhibit B with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

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

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

MAYOR

ATTEST:

CITY CLERK

APPENDIX C

CONTRACT SUMMARY SHEET			
PART I [Requesting Party to Complete]			
Requesting Party: Christopher Frank	Department: Engineering	Counterparties: City of Pekin	
GWJ Subsidiary: TZPR	Region: Midwest	Contract File Number: TZPR.2019.09.11.COP.01	
Contract Type (check one) [See Appendix A for Contract Type]: ☐ Operations/Transportation Related ☐ Supplier/Vendor ☐ Employment/Labor/Consulting ☐ Legal Settlement ☐ Finance ☐ Partnerships ☐ Acquisitions/Dispositions/Lease Arrangements ☐ Locomotive and Railcar Leases and Related Agreements ☐ Intellectual Property ☒ Other			
Joint Facilities Related ☒ NO ☐ YES, Joint Facilities #			
Contract Sub-Type [See Appendix A for Contract Sub-Type]: Construction & Maintenance Agreement			
Status (check one): ☒ New Contract ☐ If Amendment, Amendment No ☐ Renewal ☐ Termination If Termination, Termination Date:			
If Amendment, Renewal, or Termination: Contract File Number of Initial Contract: Effective Date of Initial Contract:			
Estimated Contract Value: >\$50,000.00 (agency to cover 100% of the expense)		Effective Date: execution	
Term and Contract Expiration: <u>Initial Term:</u> year(s) month(s); termination date: 12/31/2020 <u>Renewal Term(s):</u> Renewal term duration: year(s) month(s); GWJ renewal notice period: (days) in advance of then current term; renewal term(s) capped (if specified): ; GWJ deadline to provide notice for renewal: <u>Evergreen Term(s):</u> Evergreen term duration: year(s) month(s); GWJ evergreen termination notice period: (days) in advance of then current term; evergreen term capped (if specified): ; GWJ deadline to provide notice for evergreen termination:			
Terminable at Will by GWJ? ☒ NO ☐ YES, Termination Notice Period:			
Consequential Damages Limitation: ☒ NO, ☐ YES			
Non-Standard Terms:			
Any non-standard deadlines? ☒ NO ☐ YES, Deadline:			
Ongoing Insurance Obligations of GWJ:		☒ NO ☐ YES, (insert explanation)	
Rate Adjustment Mechanism for Multi-year Contract (check one):		☒ NO ☐ YES, (insert explanation) If YES, insert Adjustment Date for Reminder:	
PART II [Requesting Party to Complete. Must Complete for All Operations/Transportation Related Contracts]			
Fuel Surcharge included (check one):		☐ NO ☐ YES, (insert explanation)	
Volume Guarantee (check one):		☐ NO ☐ YES, (insert explanation)	
Refund Provision (check one):		☐ NO ☐ YES, (insert explanation)	
GWJ Fleet Addition/Equipment Required (check one):		☐ NO ☐ YES, (insert explanation)	
HAZMAT/Passenger Involvement (check one):		☐ NO ☐ YES, (insert explanation)	
PART III [Signatures Required – To Be Coordinated by Requesting Party]			
Approved for Legal Sufficiency	/s/ Kelli P. Cain Name	Associate Counsel Title	9/11/19 Date
Approved for Accounting Sufficiency	/s/ Andrea Alexander Name	Manager BC&TA Title	9/12/19 Date
Additional Approvals Required? ☐ NO ☐ YES, (department/business unit)			
PART IV [Finance Director to Complete Simultaneous to the Execution of the Material Contract]			
Approved by Finance Director	Name <i>Charles Str...</i>	Title <i>Asst. Treasurer</i>	Date <i>9/12/19</i>
Capex Approval Needed? ☐ NO ☐ YES, Approved Date			
Approved by RSVP	Name <i>Michael...</i>	President	Date <i>9/12/19</i>

RE Contract: _____

RR Project #: TBD

Tazewell & Peoria Railroad, Inc.
CONSTRUCTION AND MAINTENANCE AGREEMENT

SOUTHERN SUBDIVISION MILEPOST 1.43
 CITY OF PEKIN, COUNTY OF TAZEWEILL, STATE OF ILLINOIS

THIS AGREEMENT ("Agreement") made this ____ day of _____, 2019, by and between **City of Pekin**, hereinafter called "**Agency**", and **Tazewell & Peoria Railroad, Inc.**, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, in the interest of combined sewer overflow long term control, the **Agency** is willing to undertake the entire expense for the at-grade crossing surface replacement, and other ancillary track construction, at the **Front Street At-Grade Crossing of Railway at Milepost 1.43 (DOT# 862845X)** (hereafter called "**Project**") located in the City of Pekin, State of Illinois; and

WHEREAS, **Railway** is willing to coordinate and cooperate with the **Agency** to permit construction of the **Project** upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the **Agency** is willing to undertake 100% of the expense associated with construction of the project, including but not limited to crossing surface replacement and track-related construction, installation of any necessary traffic detour, and ongoing maintenance for the **Project** as set forth herein; and

WHEREAS, all construction of said **Project**, including but not limited to crossing surface replacement and track-related construction, shall be completed by the **Agency** or its contractor; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size, and location of the **Project**; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

The **Agency** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER AGENCY OR ITS CONTRACTOR AT AGENCY EXPENSE.

1. Project Plans & Specifications

Except as otherwise herein provided, furnish all plans and engineering necessary for construction of the **Project**, including the at-grade crossing replacement.

2. Roadway and Track Construction

RE Contract: _____

RR Project #: TBD

Take all necessary, reasonable steps - including funding - for any ancillary track construction associated with the Project and construction of the adjacent roadway to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, City utilities, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs, which are not included in the Project Print attached as **Exhibit A**.

3. Utility Construction

Bear responsibility for the reconstruction, if applicable, of the existing utility lines over the track, or under, which are a direct result of the **Project**. All overhead utility crossings that stay above the tracks will be raised in accordance with **Railway** requirements and specifications. **Agency** shall be responsible to properly permit and obtain **Railway** written approval of all utility crossings.

4. Schedule & Notification

Provide project construction schedule and notify **Railway** thirty days (30) days prior to date **Railway** is to provide flagging services.

The **Agency** will begin construction of the roadway elements of the **Project** after this Agreement is fully executed, and the **Railway** has been notified thirty days (30) in advance with a construction schedule,

Then, the **Agency** will replace the at-grade crossing surface,

Lastly, the **Agency** will mill and replace the surface course of the roadway pavement up to the new at-grade crossing surface.

The entire track and roadway construction at the Crossing is mutually desired to be complete by the end of 2020.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **RAILWAY** OR ITS CONTRACTOR AT **AGENCY** EXPENSE.

1. Construction Engineering and Engineering Inspection

Perform engineering services including submittal reviews, project coordination, and construction inspection, including field and office work and preparation of invoices for the **Project**.

2. Flagging

The **Railway** will schedule and perform flagging and furnish requested services and devices during construction operations of the **Agency** or its contractor, as deemed necessary by the **Railway**.

C. COSTS AND PAYMENTS.

The **Agency** hereby agrees to undertake all cost associated with the project, and shall pay the **Railway** 100% of cost associated with its responsibilities for the Project, as set forth under Section I(B) above. The **Railway** will provide a final invoice ninety (90) days after the end of **Project** construction/installation, but no later than one (1) year after completion. The **Agency** will have up to sixty (60) days to pay **Project** invoices. The **Railway** may bill the **Agency** monthly or periodically for its force account when costs exceed \$1,000.

II. Construction Plans and Specifications

The **Agency** or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by the **Agency** or its contractors and submitted to **Railway** for approval of those sections that are applicable to **Railway's** right-of-way, facility, or operations of the **Railway**. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of **notices to proceed given by the Railway** or authorized representative to the **Agency** or their respective authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be ratification or an adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by the **Agency** or its contractors on the **Railway's** right-of-way, to be performed by the **Agency** or its contractors shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. The **Agency** or its contractors shall enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway's** right-of-way. The **Agency** or **Agency's** contractor shall reimburse the **Railway** for all actual non-**Project** costs related to flagging per *Section I.B.2.* in this Agreement. The **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement.

Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in **Exhibit B** attached hereto and by this reference incorporated herein; the **Agency**, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions.

The Agency shall insure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit B**, hereto attached, covering their work on **Railway's** property covering this project.

V. Compliance with United States Federal Regulations

The current provisions of 23 CFR (Code of Federal Regulations) parts 646, subpart B and 23 CFR parts 140, subpart I, shall apply to the work to be done under this Agreement, and said memorandum is hereby incorporated in and made a part of this Agreement by reference.

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VI. Signatory Warranty

Each signatory to this Agreement certifies that he has the authority to enter into this Agreement on behalf of his respective organization.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the later of the 18 months from the date hereof or completion of the construction of the Project as determined by the **Railway**. The **Agency's** obligations under Section X herein shall survive termination of this Agreement provided such obligations arise prior to termination.

Upon completion of the at-grade crossing, the **Agency**, at the **Agency's** expense, will be responsible for the maintenance of the highway roadbed outside of the railway ties and the roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

Upon completion of the at-grade crossing, the **Railway**, at the **Railway's** expense, will be responsible for the maintenance of the (i) crossing surface, trackbed and rail components, plus the highway roadbed, for the width of the rail ties within the crossing area; and (ii) crossing warning devices, equipment and all associated components of the **Railway** warning system.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

IX. Construction

The **Agency** shall complete all construction within 18 months from the date of this Agreement. If construction has not commenced within one (1) year from the date hereof, this Agreement becomes null and void. If construction has commenced and is not complete, the **Agency** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this Agreement or supplemental agreements are required prior to the completion of construction.

X. Indemnity

TO THE FULL EXTENT PERMITTED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RAILWAY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, AGENCY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES.

IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

XI. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto and their respective officers, agents, employees, parent corporation, subsidiaries, affiliates, successors, and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one Party of a breach hereof by the other Party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

RE Contract: _____

RR Project #: TBD

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

City of Pekin

Sue E. McMillan
Sue E. McMillan
City Clerk

Mark A. Luft
Authorized Representative Signature

Mark A. Luft Mayor
Authorized Representative (print) / Title

WITNESS:

Tazewell & Peoria Railroad, Inc. (TZPR)

Paul D. Styer
Paul D. Styer
Honorably Retired

Martin D. Pohlod
Authorized Representative Signature

Martin Pohlod, President
Authorized Representative (print) / Title

RE Contract: _____

RR Project #: TBD

Exhibit A
Proposed At-Grade Crossing Replacement

Attachment: Exhibit A - C&M Agreement for Front St 862845X MP 1 43 - Fully Executed CMA (2438 : Resolution No. 201-20/21 Approving an

Exhibit B

Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the named insured and **Tazewell & Peoria Railroad, Inc.** covering work to be performed upon or adjacent to its property Milepost 1.43 quoted herein below for convenience:

TO THE FULL EXTENT PERMITTED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RAILWAY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, AGENCY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

Notwithstanding the foregoing, the parties agree that the following coverage's are material requirements of this Contract and such coverage's shall not be limited by the Agency inability to indemnify and hold harmless the Railway under Illinois state laws and regulations.

(a) The Agency shall, at its own cost and expense, prior to entry onto the property of Railway (the "Property") or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railway and its affiliates** and shall name the **Railway and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railway and its affiliates** and shall name the **Railway and its affiliates as Additional Insured**.

(iii) The Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railway and its affiliates.**

(iv) **Prior to construction within 50' of the railroad tracks,** the Agency shall purchase Railroad Protective Liability Insurance naming the Railway as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the Railway.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Railway reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Railway and its affiliates.**

(iii) All insurance policies shall be endorsed to provide the Railway with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Agency shall provide the Railway with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Contractor Right of Entry License Agreement by agreement date and description and shall be furnished to the Railway at the following address, or to such other address as the Railway may hereafter specify:

Tazewell & Peoria Railroad, Inc.
Attn: Chris Frank
301 Wesley Rd.
Creve Coeur, Illinois
61610

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Agency shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Agency shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Agency shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Railway may require the Agency to purchase additional insurance if the Railway reasonably determines that the amount of insurance then being maintained by the Agency is insufficient in light of all relevant factors. If the Agency is required to purchase additional insurance, the Railway will notify the Agency. Failure of the Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Agency shall not limit the Agency's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk.

(g) If contractors are utilized, the Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit B.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Premises under said contract is completed to the satisfaction of and accepted by Railway and thereafter until **Agency** has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Premises.

**FIRST AMENDMENT
TO
CONSTRUCTION AND MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO CONSTRUCTION AND MAINTENANCE AGREEMENT (herein “Amendment”) is made effective as of _____, ___, 202__ (“Effective Date”), by and between TAZEWELL & PEORIA RAILROAD, INC. (“Railway”) and the CITY OF PEKIN (“Agency”).

RECITALS

WHEREAS, on or about September 12, 2019, Railway and Agency entered into a certain Construction and Maintenance Agreement (the “Original Agreement”);

WHEREAS, Railway is agreeable Agency’s request for a track outage to accommodate the Agency’s project; and

WHEREAS, Agency agrees to reimburse Railway for additional operational expenses incurred as a result of the track outage; and

WHEREAS, Agency agrees incorporating Railway’s Force Account Estimate as Exhibit C within the Original Agreement; and

WHEREAS, capitalized terms used herein but otherwise not defined shall have the meanings ascribed to them in the Original Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

1. Force Account Estimate dated December 17, 2020 labeled as Exhibit C is attached hereto and made a part of the Original Agreement.

2. Section I(B) is hereby deleted and replaced as follows:

**B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER
RAILWAY OR ITS CONTRACTOR AT AGENCY EXPENSE.**

1. Construction Engineering and Engineering Inspection

Perform engineering services including submittal reviews, project coordination, and construction inspection, including field and office work and preparation of invoices for the **Project**.

2. Flagging

The **Railway** will schedule and perform flagging and furnish requested services and during construction operations of the Agency or its contractor, as deemed necessary by the Railway.

3. Track Outage

The **Railway** will provide a sixty (60)-day track outage on the three tracks at Front St (862845X) to accommodate the **Project**.

(a) The **Railway's** cost for the sixty (60)-day track outage is Seven Hundred Fifty Dollars & 00/100 (\$750.00) per day, to be paid by **Agency**.

(b) In the event that the **Project** necessitates a track outage that exceeds sixty (60) days for any reason, liquidated damages of Ten Thousand Dollars & 00/100 (\$10,000) per day will be paid by **Agency**.

(a) The **Railway** will supply five (5) derails to facilitate the Track Outage, at the cost of the **Agency**.

3. Except as modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment with the intent that it be effective as of the date first set forth hereinabove.

TAZEWELL & PEORIA RAILROAD, INC.

By: _____
Name:
Title:

CITY OF PEKIN

By: _____
Name:
Title:

Force Account Estimate

Estimate to Complete

Railroad:	Tazewell & Peoria Railroad, Inc. (TZPR)	Region:	NORTHERN
Agency:	City of Pekin	State:	IL
DOT #:	862845X, 931568G, 543491B	COUNTY:	Tazewell
ROADWAY:	Front Street, CHS Crossing, Private Crossing	CITY:	Pekin
DESCRIPTION:	GEC CEI Services for proposed Front St roadway improvements, surface replacements and trackwork. Tasks include project correspondence, 6 contractor submittal reviews, 8 site visits over 2 months, biweekly meetings, flagging, track outage, attend preconstruction meeting, final inspection, invoicing, and project closeout tasks.		
AGENCY PROJECT NUMBER:	TBD	ESTIMATE SUBJECT TO REVISION AFTER:	06/15/21

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$	15,900
Subtotal	\$	15,900

CONSTRUCTION & CLOSEOUT:

Contracted & Administrative Engineering Services	\$	35,600
Subtotal	\$	35,600

FLAGGING SERVICE:

Derail for Track Outage	5	Derails	\$	7,500
Contracted or Railroad Flagmen Services	35	Days	\$	49,500
Subtotal			\$	57,000

TRACK OUTAGE:

Daily Cost	\$750/day	60 Days	\$	45,000
Liquidated Damages for exceeding planned outage	\$10,000/day	0 Days	\$	-
Subtotal			\$	45,000

CONTRACT WORK:

Outside Services	\$	-
Design & Labor & Material	\$	-
Subtotal	\$	-

RAILROAD TRACK:

Labor & Material	\$	-
Subtotal	\$	-

RAILROAD SIGNAL & COMMUNICATION:

Labor & Material	\$	-
Subtotal	\$	-

PROJECT SUBTOTAL:

		\$	146,000
Public Project Admin:	0.00%	\$	-
Contingencies:	10.00%	\$	14,600

PROJECT TOTAL:

	*****	\$	160,600
CURRENT AUTHORIZED BUDGET:	*****	\$	75,363
TOTAL SUPPLEMENT REQUESTED:	*****	\$	85,237

DIVISION OF COST:

Agency	100.00%	\$	85,237
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: BPB Approved by: Public Project Department
DATE: 01/07/20 REVISED: 12/17/20 DATE: 12/17/20



REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 202-20/21 Settlement Agreement - Firefighters Retiree's Health Insurance Fund Board

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Pekin Firefighters Retiree's Health Insurance Fund (the "Fund") exists as a voluntary employee benefit association under Section 501(c)9 of the Internal Revenue Code. Many years ago, the Fund and the City of Pekin (the "City") entered into an arrangement whereby ideally:

- 1) Fire department employees contributed a percentage of each paycheck to the Fund and the City would issue a check to the Fund for the amounts withheld from employees paychecks.
- 2) Upon retirement, the former employees would pay the City a portion of their monthly health insurance premium, and the Fund would be responsible to pay the balance of the retiree's monthly premium. The amount the Fund paid the city for each retiree's premium varied each year and was between \$100 and \$250 per retiree.
- 3) The City would bill the Fund each month and the Fund would submit a reimbursement check to the City.

In essence, the City would accept less than the full health insurance premium amount due from each retiree with the expectation of being reimbursed by the Fund for the balance.

However upon review of this process by the City and new leadership on the Fund's board, the process was not being followed over the past nine years. Therefore the City and Fund have come to a tentative settlement agreement (attached) regarding the repayment of funds owed to the City. Key terms of that settlement agreement include the following:

1. The Fund, in total owes the City \$233,709.40 from January 1, 2012 through December 31, 2019 for payment of healthcare premiums for retired firefighters of the City. (Note: payments made after December 31, 2019 have been up to date.)
2. The amount owed will be repaid to the City through an initial payment of \$119,709.40 due within 30 days of the execution of the Settlement Agreement.
3. The remaining balance will be paid in 60 (sixty) equal installments of \$1,900.00 per month beginning March 1, 2021 with no interest accruing.

As this agreement allows for a substantial reimbursement of funds up front and being a fair compromise between the parties, staff recommends approval.

FINANCIAL IMPACT:

Amount: \$119,709.40 in FY21 and remaining balance over 5 years
Line Item: 695-095-450500 Premiums-Health Insur.
Budgeted Amount: Varied over term of settlement agreement
Remaining Funds:

IMPACT IF APPROVED: City will receive payments from the Pekin Firefighters Retiree's Health Insurance Fund Board

IMPACT IF DENIED: City will not receive payments from the Pekin Firefighters Retiree's Health Insurance Fund Board

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

12/17/2020

Mark A. Rothert

Mark A. Rothert, City Manager

12/18/2020

Date:

WHEREAS, The Pekin Firefighters Retiree's Health Insurance Fund (the "Fund") exists as a voluntary employee benefit association under Section 501(c)9 of the Internal Revenue Code; and

WHEREAS, the Fund and the City of Pekin (the "City") previously entered into an arrangement whereby fire department employees contributed a percentage of each paycheck to the Fund through a payroll deduction; and

WHEREAS, upon retirement, the Fund agreed to reimburse the City for all or a portion of the retiree's monthly health insurance premium contribution; and

WHEREAS, upon review of this process by the City and new leadership on the Fund's board, it was discovered that the Fund has failed to reimburse the City for retiree health insurance premium contributions for a period of approximately nine years; and

WHEREAS, the City and Fund have reached an agreement in settlement of the past due amounts owed to the City, under the terms set forth in the Settlement Agreement attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City to enter into the Settlement Agreement.

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

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

Section 2. The Settlement Agreement attached hereto as Exhibit A is approved and adopted. The Mayor and the City Clerk are authorized and directed to execute and attest to the Settlement Agreement in substantially the form attached hereto, with such revisions as the Mayor deems appropriate.

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

MAYOR

ATTEST:

CITY CLERK

SETTLEMENT AGREEMENT BETWEEN
PEKIN FIREFIGHTERS RETIREE'S HEALTH INSURANCE FUND BOARD
AND THE CITY OF PEKIN

This Agreement is hereby made and entered into by and between the Pekin Firefighters Retiree's Health Insurance Fund Board (hereinafter the Board), and the City of Pekin (hereinafter the City).

This is the full and final agreement between the parties for all claims, known or unknown, regarding the matter addressed therein and shall set forth how the Board and the City of Pekin will operate regarding this matter in the future.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Upon execution of this Agreement by both parties, the Board shall pay to the City of Pekin the dollar amount of \$233,709.40 which shall be the full amount of all dollars owed to the City of Pekin through December 31, 2019 for payment of healthcare premiums for retired firefighters of the City.
2. The above dollar amount referenced in item 1. shall be paid to the city in the form of an initial payment of \$119,709.40 due within 30 days of the execution of this Agreement, with the remaining balance to be paid in 60 (sixty) equal installments of \$1,900.00 per month beginning March 1, 2021. No interest shall accrue or be owed to the City on the principal balance owed.
3. Upon full and final payment of the amount recited in paragraph 1. herein, the City shall thereupon release, acquit, and forever discharge the Board, its members, and their heirs, executors, administrators, affiliates, successors, assigns, officers, beneficiaries, agents, of and from all manner of action and actions, cause and causes of action, suits, debts, obligations, sums of money, reckonings, public or private injunctive relief, bonds, covenants, contracts, controversies, agreements, promises, doings, omissions, liabilities, accounts, obligations, costs, expenses, attorney's fees, liens, damages, judgments, claims, and demands whatsoever, direct or indirect, in law or in equity, whether now known or unknown, suspected or unsuspected, actual or contingent, whether based on a tort, contract or other theory of recovery, which the City ever had, or thereafter may have, as to any payments made by the City between January 1, 2012, and December 31, 2019, for retiree healthcare premiums on behalf of the Board, its fund, its members or retirees prior to the execution of this Agreement, including any claims, potential claims or claims that were raised or could have been raised, under state or federal law, through the date of this Release.
4. The consideration recited herein is not to be construed as an admission of liability, wrongdoing, or anything improper of any of the parties hereto, but represents the compromise of a dispute and is intended to resolve said dispute and avoid the costs and risks of litigation.
5. To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the parties agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.
6. The City acknowledges that the Board is a separate entity from the Pekin Fire Department and IAFF-AFFI Local 524 and any payments made by the City on behalf of the Board, its fund, its members or retirees prior to the execution of this Agreement have no relationship whatsoever with the collective bargaining agreement the City has with the Pekin Fire Department.
7. The City also agrees that it has no association with, or interest in, the budget, general fund, or any other process of the Board other than an agreement to collect and disburse the dues as directed by the Board.
8. The City shall deduct dollar amounts as directed by the Board per paycheck from those individuals identified by the Board and shall then immediately remit those payments as done in previous manner.
9. The parties agree and represent that no promise or agreement not herein expressed has been made to them and that this Release contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual in nature and not a mere recital.

Thomas Veatch, President
Pekin Firefighters Retiree's Health Insurance Fund Board

Date

Mark Luft, Mayor

City of Pekin

Date



REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2942-20/21 Agreement for Purchase and Sale of Real Estate in 500 Block of Margaret St

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION:

The City of Pekin has an interest to purchase real estate at 510 Margaret Street. The current owner of the property is Pekin Properties, LLC that the City received a land donation from earlier this year (the adjacent property). Attached is a purchase and sale agreement prepared by the City Attorney. The purchase price of the Property is \$35,000, which is sold in an as-is condition. After purchasing the property, the City would plan to utilize the property for public purposes (e.g. public parking lot).

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$35,000
 Line Item: 270-270-580200
 Budgeted Amount: \$0 - Although not budgeted, CBD TIF has adequate fund balances to cover the expense
 Remaining Funds: \$0

IMPACT IF APPROVED: City purchases lot

IMPACT IF DENIED: City does not purchase lot

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

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

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

12/2/2020

Mark A. Rothert

Mark A. Rothert, City Manager

12/16/2020

Date:

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, pursuant to 65 ILCS 5/11-61-1.5, the City has the authority to acquire real estate or rights therein for a public purpose; and

WHEREAS, the City desires to acquire the property located at 510 Margaret Street, Pekin, Illinois ("Property"), which is more particularly described in Exhibit A attached hereto, for the purposes of construction a municipal parking lot; and

WHEREAS, the Property is currently owned by Pekin Properties, LLC, an Illinois limited liability company ("Seller"); and

WHEREAS, Seller has agreed to sell the Property to the City in accordance with the terms and provisions of the Purchase and Sale Agreement attached hereto as Exhibit A; and

WHEREAS, the City hereby finds that it is in the best interest of the City to acquire the Property for the purpose of a municipal parking lot.

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

- Section 1. The findings and recitations set forth above are adopted and found to be true and correct.
- Section 2. The City of Pekin hereby approves the purchase of the Property from Seller under the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit A.
- Section 3. The Mayor and the City Clerk are directed and authorized to execute the Purchase and Sale Agreement on behalf of the City, together with such changes thereto as the Mayor in his discretion deems appropriate. The Mayor (or his designee) and the City Clerk are further directed and authorized to take any action and execute any documents necessary to effectuate the acquisition of the Property under the terms and conditions set forth in the Purchase and Sale Agreement.
- Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.
- Section 5. This Ordinance shall be in full force and effect from and after its passage in the manner as provided by law.

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

MAYOR

ATTEST:

7.5

CITY CLERK

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is entered into as of this _____ day of _____, 20____, by **Pekin Properties, LLC, an Illinois limited liability company** ("Seller"), and the **City of Pekin, an Illinois municipal corporation** ("Purchaser").

W I T N E S S E T H:

WHEREAS, Purchaser desires to purchase and Seller desires to sell real property described in Section 1 below and in connection therewith Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, that certain improved real property located at 510 Margaret Street, Pekin, Tazewell County, Illinois, which real property is legally described on **Exhibit A** attached hereto and incorporated herein, together with all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Property"). Seller shall convey merchantable title to Purchaser by General Warranty Deed, and Real Estate Transfer Declaration sufficient to convey the real estate to Purchaser or Purchaser's nominee, in fee simple absolute, at the closing of this transaction upon Purchaser's compliance with the terms of this Agreement. Seller shall also provide the state and county transfer tax declarations and any other transfer tax declaration, zoning exemption certificate or bill of sale for personal property when applicable.

1.1. Purchase Price. The purchase price of the Property ("Purchase Price") shall be Thirty-Five Thousand Dollars (\$35,000.00). The balance of the Purchase Price, adjusted by prorations and credits allowed by this Agreement, shall be paid to Seller, at Closing, in cash, by cashier's check, or by bank wire transfer.

1.2. Possession. Possession of the Property shall be delivered to Purchaser on the Closing Date.

2. Evidence of Title. Within fifteen (15) calendar days after the execution of this Agreement, Seller shall, at Seller's sole cost and expense, deliver to Purchaser a Commitment for Title Insurance issued by Attorneys' Title Guaranty Fund or other mutually acceptable title insurance company (the "Title Insurer"), showing Seller's merchantable title in the Property and committing the Title Insurer to issue an ALTA Owner's Title Insurance Policy ("Title Policy") insuring title to the Property in Purchaser for the amount of the Purchase Price.

Permissible exceptions to title shall include only: (a) the lien of general taxes and special service district taxes not yet due; (b) zoning laws and building ordinances; (c) any lien which may be removed by the payment of money from the purchase price at closing; and (d) other matters approved by Purchaser; (e) easements of record; (f) covenants and restrictions of record; and (g) reservation of mineral title; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the Premises or if they materially restrict the reasonable use of the Premises for commercial or public purposes.

Within a reasonable time after Purchaser's receipt of the Title Commitment, but not later than fifteen (15) days before the date set for Closing, Purchaser shall give Seller written notice of any objections to or defects in title set forth in the Title Commitment. Seller shall have a reasonable time (but not later than the closing date) to have the title exceptions removed. If Seller is unable to cure the exceptions, then Purchaser may either (i) waive such title objections to or defects in title and proceed with closing, or (ii) terminate this Agreement. In the event of termination, the parties shall have no further rights or obligations under this Agreement.

3. Insurance. If the Property is materially damaged by fire or other casualty before this transaction is closed, Purchaser may, at Purchaser's option: (a) accept the insurance proceeds or other settlement and complete the transaction; or (b) terminate this Agreement. Seller shall, at its expense, keep the Property constantly insured by a responsible insurance company or companies against loss by fire with extended coverage for its full insurable value until this transaction is closed.

4. Condition of Premises. Buyer acknowledges they have inspected the Premises they are acquainted with the condition thereof and they accept the same in as-is condition (no warranties expressed or implied).

5. Closing. The purchase of the Property shall be consummated as follows:

5.1. Closing Date. The closing (the "Closing") shall be held on a date as mutually agreed upon by and between the parties, but in no event later than the later to occur of 5:00 p.m. on that date which is thirty (30) days after the date of this Agreement, or such other date as the parties may agree upon (the "Closing Date"). The Closing shall be held at the offices of the Title Insurer or other mutually agreed upon location.

5.2. Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

5.2.1. **Deed.** An executed Warranty Deed to the Property prepared by Seller and in a form reasonably acceptable to Purchaser.

5.2.2. **ALTA Statement.** An executed ALTA Statement in the form required by the Title Insurer.

5.2.3. **Title Policy.** The Title Policy provided for in Section 2.

5.2.4. **Non-foreign Affidavit.** An executed Non-Foreign Affidavit as required by Section 1445 of the Internal Revenue Code.

5.2.5. **Seller's Affidavit.** An executed Affidavit certifying that Seller's representations, covenants, and warranties under Section 6 are true and correct as of the Closing Date.

5.2.6. **Other Documents.** Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.

5.3. Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:

5.3.1. **Purchase Price.** The Purchase Price as set forth in Section 1 hereof, plus or minor prorations provided for herein.

5.3.2. **ALTA Statement.** An ALTA Statement in the form required by the Title Insurer.

5.3.3. **Other Documents.** Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.

5.4. Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:

5.4.1. **Closing Statement.** An agreed upon closing statement.

5.4.2. **Transfer Tax Filings.** Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

5.5. Taxes and Assessments

5.5.1. **Payments by Seller.** All installments of real property taxes on the Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.

5.5.2. **Credits to Purchaser.** Purchaser shall receive a credit against the Purchase Price for all installments of real property taxes on the Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment, and the Purchaser shall receive an additional credit against the Purchase Price for the amount so calculated.

5.6. Closing Costs. Purchaser shall pay the following costs: Purchaser's attorneys' fees, Purchaser's closing protection letters, any costs incurred for financing this transaction including but not limited to courier fees and cost to record mortgage, any endorsements to the title policy requested by Purchaser, wire fees, ½ of closing fee, and the cost to record the deed. Seller shall pay the following costs: Seller's attorneys' fees, the title policy referenced in Section 2 hereof, Seller's closing protection letter, any transfer taxes or sales taxes and the cost of documentary stamps, and the cost for recording releases of any and all liens to be released at Closing.

5.7. Brokerage Commissions. Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction. Seller agrees to indemnify and hold the Purchaser harmless against any brokerage commissions due to any real estate broker having been engaged by or claiming to have been engaged by the Seller with regard to this transaction.

5.8. Special Assessments. Seller will pay any unpaid special assessments against the Property confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Property.

6. Purchaser's Covenant. Prior to the execution of this Agreement, Purchaser has obtained, by ordinance of the City Council of the City of Pekin, approval of the terms of this Agreement and designation of the undersigned as an authorized agent to sign all documents as are necessary to complete the transaction contemplated herein.

7. Seller's Covenants. Seller hereby covenants, as of the date hereof and as of the Closing Date and thereafter, as follows:

7.1. **Ownership.** Seller is the sole owner of and has good and merchantable fee simple title to the Property, subjected only to those permissible exceptions set forth in Section 2 hereof.

7.2. **Notice of Litigation or Violation.** Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller has no knowledge of any pending or threatened actions

or proceedings against Seller that would adversely affect Seller's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing or otherwise affect the Purchaser, the Property, or the Seller's ability to convey the Property to Purchaser. Seller shall promptly notify Purchaser of any such notice received between the date of this Agreement and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.

7.3. Rights in Property. There are no options, purchase contracts, or other agreements of any kind or nature, written or oral, whereunder or whereby any party could claim or assert any right, title or interest in the Property. Seller further represents and warrants that it will not authorize any change in the physical condition on condition of the title of the Property during the time between execution of this Agreement and the Closing, except as provided for herein.

7.4. Leases. No persons are in possession of the Property under any oral or written lease.

7.5. Encroachments. No improvements upon the Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Property.

7.6. Special Assessments. There are no special assessments against the Property and to the best of Seller's knowledge there are no proceedings for special assessments against the Property.

7.7. Mechanics Liens. There are no bills, claims, or obligations outstanding or unpaid for labor performed or materials furnished in and about the improvement of the Property.

7.8. Hazardous Substances.

7.8.1. Seller has no actual knowledge that there exists or has existed, and neither Seller nor its affiliates have caused, any generation, production, location, transportation, storage, treatment, discharge, disposal, release or threatened release upon, under, or about the Property of any Hazardous Materials. "Hazardous Materials" means any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other substance or material defined as "hazardous substance" by any federal, state, or local environmental law, ordinance, rule or regulation including without limitation the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation act, as amended, the Federal Resource Conservation and Recovery Act, as amended, and the rules and regulations adopted and promulgated pursuant to each of the foregoing;

7.8.2. Seller has no actual knowledge that there exists or has existed any underground storage tanks located on the Property.

7.9. Organization; Good Standing. Seller is a limited liability company, duly organized and in good standing under the laws of the State of Illinois, and is authorized to do business in the State of Illinois with full power and authority to conduct its business as it is now being conducted, to own and use the Property, and to perform all of its obligations under this Agreement.

7.10. Representations. The representations, covenants and warranties made by Seller under this Section 6 shall be true and correct as of the Closing Date, and Seller will make

an affidavit re-affirming the same at that time.

8. Default. If Seller or Purchaser wrongfully refuses to close the sale or purchase of the Property or otherwise refuses to perform pursuant to this Agreement, the same shall constitute a breach of this Agreement. The non-breaching party shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement; specific performance, with the rights, but not the obligation, to perform breaching party's covenants and agreements hereunder and to charge the cost and expense of such performance to the breaching party; and the right to recover as an element of its damages, reasonable attorneys' fees and court costs and all other damages that non-breaching party will suffer as a result of the breaching party's default hereunder.

9. Eminent Domain. If, prior to the Closing, any portion or portions of the Property shall be taken by any proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void. In the event of termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys' fees, expenses and court costs incurred by Seller to collect such awards).

10. Miscellaneous. It is further understood and agreed as follows:

10.1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

10.2. Survival. The covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

10.3. Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

10.4. Time. Time is of the essence of this Agreement.

10.5. Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

10.6. Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

10.7. Integrated Agreement. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

10.8. Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

10.9. Notices. All notices, requests, consents and other communications required or

permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO
PURCHASER: City of Pekin
Attn: City Manager
111 S. Capitol Street
Pekin, IL 61554
Email: mrothert@ci.pekin.il.us

With a copy to: Miller, Hall, & Triggs, LLC
Attn: Katherine L. Swise
416 Main Street, Suite 1125
Peoria, IL 61602
Email: katherine.swise@mhtlaw.com

IF TO SELLER:

With a copy to:

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

SELLER:
PEKIN PROPERTIES, LLC.

CITY:
CITY OF PEKIN

By _____
Its: _____

By _____
Mayor

Address: 403 Bronco Drive, Suite 3
Bloomington, IL 61704

Attest: _____
City Clerk

Date: _____

Date: _____

EXHIBIT A**LEGAL DESCRIPTION**

Lot 4 in Block 90 in the Original Town, now City of Pekin, Tazewell County, Illinois, as shown on plat recorded in Plat Book "C", page 2, EXCEPTING THEREFROM:

Beginning at the Northwest corner of Lot 4 in Block 90 thence in a Southwesterly direction along the Westerly line of Lot 4 to the Southwest corner of Lot 4; thence in a Southeasterly direction along the Southerly line of Lot 4, a distance of 10 feet; thence in a Northeasterly direction along a line parallel to the westerly line of Lot 4 to the Northerly line of Lot 4 thence in a Northwesterly direction along the Northerly line of Lot 4 to the Point of Beginning.

PIN: 04-04-35-336-019

Commonly known as 510 Margaret Street, Pekin, IL 61554



REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Discussion on Allocation of CDBG Funding

DESCRIPTION:

Earlier this year, the City approved a substantial amount of funding to assist small businesses impacted by the COVID-19 pandemic. Funding for the grant program was to come out of the City's Community Development Block Grant program. These grants were first to be funded through the General Fund and then reimbursed through the CDBG program. The City was fortunate, however, to secure a grant award of \$880,000 in grant funding from the State of Illinois through its Rebuild Illinois - Economic Support program. These funds, instead of CDBG funds, were then dedicated to reimburse the General Fund.

This thus left the CDBG funds largely intact. The City now needs to allocate this funding towards other CDBG eligible expenses this year and in order to meet a March 1, 2021 "timeliness test" set by the US Department of Housing and Urban Development (HUD).

The following is therefore staff's recommendation to reallocate CDBG funding. It envisions allocating funding support for demolition of unsafe structures, grants to not for profits, infrastructure improvements, costs related to Fire Station upgrades (e.g. recent bunk room upgrade related to Local CURE grant), finishing payouts for the business grants that are not covered by the Economic Support program, and finally funds to support a utility assistance program to reduce delinquent payments in the City's wastewater utility of low-to-moderate income residents.

FY21 Proposed Reallocation of CDBG Funding	Regular Entitlement \$*	Covid Related \$	TOTAL
Revenues	\$858,000	\$447,000	\$1,305,000
Expenses			
Administration (20%)	\$82,000	\$89,400	\$171,400
Public Service Grants to NFP	\$55,000		\$55,000
Demolition	\$100,000		\$100,000
Utility Assistance	\$142,400	\$357,600	\$500,000
Infrastructure	\$223,600	\$-	\$223,600
Fire Prevention	\$120,000	\$-	\$120,000
Business Grants (hold outs)	\$100,000	\$-	\$100,000
Residential Rehab (holdovers)	\$35,000	\$-	\$35,000
	\$858,000	\$447,000	\$1,305,000
Net Surplus or (Deficit)	\$-	\$-	\$-

*Have to Spend \$300,000 by March 1 to meet US HUD Timeliness Test

Discussion will be had at the 12/28/20 City Council meeting. If consensus exists to move forward, a public

hearing process will take place in time for a formal amendment to the CDBG Plan at the 1/11/21 City Council meeting.

FINANCIAL IMPACT: See above.

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

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager

12/17/2020

Mark A. Rothert
Mark A. Rothert, City Manager

12/17/2020

Date:



REQUEST FOR COUNCIL ACTION

Agenda Date: December 28, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Discussion on Adding Security Enhancements to City Hall Customer Service Windows

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

12/16/2020

Mark A. Rothert

Mark A. Rothert, City Manager

12/16/2020

Date: