



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, NOVEMBER 28, 2022 5:30 PM

1. Pledge of Allegiance
2. Call to Order
3. Approve Agenda
4. Approval of Minutes
4.1. City Council - Special Meeting - Nov 7, 2022 5:30 PM
4.2. City Council - Regular Meeting - Nov 14, 2022 5:30 PM
5. Public Input
6. Public Hearings
6.1. Proposed Real Estate Transfer Tax for the City of Pekin.
6.2. Real Estate Transfer Tax PowerPoint
7. Consent Agenda
7.1. Accounts Payable To Be Paid Proof List thru November 28, 2022
7.2. Tazewell County Animal Control - October 2022
7.3. State of Illinois Illinois Commerce Commission Stipulated Agreement 2237
8. Unfinished Business
8.1. Resolution No. 506-22/23 Amending Resolution No 498-22/23 Appointment of Interim City Manager ACTION REQUESTED: Approve and Adopt the Resolution.
9. New Business
9.1. Resolution No. 507-22/23 Recommendation to Remove Traffic Signals at Court & 5th

	ACTION REQUESTED: Approve and Adopt the Resolution.
9.2.	Resolution No. 508-22/23 Approve Court Street Upgrades for Ameren, Brightspeed, & Comcast ACTION REQUESTED: Approve and Adopt the Resolution.
9.3.	Resolution No. 509-22/23 Agreement Between Owner and Contractor for Contract Operation of Pekin Municipal Airport Cruce Aviation, LLC ACTION REQUESTED: Approve and Adopt the Resolution.
9.4.	Ordinance No. 4026-22/23 Amending Chapter 2 Article VI. Division 6 Section 2 of the Pekin City Code Regarding Pekin Tourism Committee Officers ACTION REQUESTED: Approve and Adopt the Ordinance.
9.5.	Ordinance No. 4027-22/23 Sale of Municipally Owned Property to Roger Brotherton ACTION REQUESTED: Approve and Adopt the Ordinance.
10.	Any Other Business To Come Before The Council
11.	Executive Session 5 ILCS 120/2 (c)
12.	Adjourn

PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY NOVEMBER 7, 2022 AT 5:30 O'CLOCK P.M.
MAYOR MARK LUFT PRESIDING

PLEDGE OF ALLEGIANCE

Council received notice of a special meeting on November 3, 2022 for the purpose of moving to closed session for discussion of self-evaluation, practices and procedures or professional ethics with a representative of the Illinois Municipal League, in accordance with 5 ILCS 120/2 (c) (16) of the Open Meetings Act.

The Pledge of Allegiance was led by Mayor Mark Luft.

CALL TO ORDER

The City Clerk confirmed all members were physically present. Corporation Counsel Katherine Swise was present via remote participation.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:30 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:30 PM
Dave Nutter	City of Pekin	Councilman	Present	5:30 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:30 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:30 PM
John P Abel	City of Pekin	Councilman	Present	5:30 PM
Mark Luft	City of Pekin	Mayor	Present	5:30 PM

APPROVE AGENDA

3.1. Motion to: **approve the agenda**

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

PUBLIC INPUT

John Burns addressed the Council. He stated he had prepared speech of his extreme madness with the actions of the Council in the last weeks. He was discouraged by his kids that it doesn't do any good and owed that to them not to read it. Mr. Burns told the Council he was here for the citizens of Pekin that Council Members needed to do better and keep focus positive.

EXECUTIVE SESSION - DISCUSSION OF SELF-EVALUATION, PRACTICES AND PROCEDURES OR PROFESSIONAL ETHICS WITH A REPRESENTATIVE OF THE ILLINOIS MUNICIPAL

Minutes Acceptance: Minutes of Nov 7, 2022 5:30 PM (Approval of Minutes)

LEAGUE, IN ACCORDANCE WITH 5 ILCS 120/2 (C) (16) OF THE OPEN MEETINGS ACT.

5.1. Motion to: move to Executive Session at 5:35 PM

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

ROLL CALL

Upon returning to open session City Clerk Sue E. McMillan called the roll. All Council Members were recorded as present.

ADJOURN

7.1. Motion to: Adjourn

Brad Cole Executive Director of the Illinois Municipal League and facilitator stated that he and the Council participated in a closed session discussion in accordance with ILCS 120/2(c) (16) of the Open Meetings Act that allows for the self-evaluation, practices and procedures or professional ethics when in the presents of a representative of the Illinois Municipal League of which he was. Mr. Cole further stated all discussion was consistent to the provisions of the exemption and no action was taken by the Council in closed session.

No further business to come before the Council, Mayor Luft adjourned the meeting in open session at 8:59 PM

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

 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 NOVEMBER 14, 2022 AT 5:30 O'CLOCK P.M.
 MAYOR MARK LUFT PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by a Special Guest, Marceline Faulkingham.

CALL TO ORDER

City Clerk, Ms. Sue McMillan, confirmed all Councilmembers were present. Mayor Luft declared a quorum.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:18 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:16 PM
Dave Nutter	City of Pekin	Councilman	Present	5:17 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:17 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:21 PM
John P Abel	City of Pekin	Councilman	Present	5:17 PM
Mark Luft	City of Pekin	Mayor	Present	5:17 PM

APPROVE AGENDA

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

APPROVAL OF MINUTES

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

4.1. City Council - Regular Meeting - Oct 24, 2022 5:30 PM

PUBLIC INPUT

Casey Baldovin presented his proposal to the Council. Mr. Baldovin provided Council with a vision book representing his idea to build a sports complex on Route 98 on city owned property. Mr. Baldovin included building a hotel, coffee shop, restaurant, apartments, etc. in this location in conjunction with the sports complex that would include a hockey rink, basketball courts, gym, turf and physical fitness. Mr. Baldovin had been working on the idea for the last six months and was hoping to secure financing with private investors and the City of Pekin.

Minutes Acceptance: Minutes of Nov 14, 2022 5:30 PM (Approval of Minutes)

Mark Matthews spoke regarding the snow removal project. Mr. Matthews summarized Resolutions No. 501-22/23 and 502-22/23 to purchase equipment for snow removal. Mr. Matthews felt that the machine met specifications in the RFP and was in support of both items along with the rental of the same machines.

John Burns requested a 20 second moment of silence for the passing of Firefighter Jami Lusher. Mr. Burns spoke against Agenda Item 7.8 pertaining to the Interim City Manager's proposed salary increase. Mr. Burns also spoke regarding Agenda Item 8.1 pertaining to dual offices and felt that the policy should be applied to all employees of the City and not just the Mayor. Lastly, Mr. Burns spoke about how there has been no commitment from the City regarding the Avanti's Dome and how the City needs a Capitol Plan.

Jim Mangan stated that Agenda Items 7.4 and 7.3 regarding snow removal and snow removal equipment were incomplete because they did not include the two subdivisions that the city is required to remove sidewalk snow and ice from. Mr. Mangan also stated that the City's 50/50 sidewalk plan was illegal and that he was told that there was no work or payments for work made for the police locker room but found recent transaction in the Treasurer's Report. Mr. Mangan questioned what the payment before May 1 to the contractor was for. Mr. Mangan also pointed out that he thought there was a \$250K discrepancy between the Accounts Payable run and the Treasurer's Report. Mr. Mangan suggested not passing the City's property tax increase and hold a truth and taxation meeting to go over city finances. Mr. Mangan also questioned the salt barn purchase and when the discussion took place to utilize Sourcwell. Lastly, Mr. Mangan spoke against agenda item 7.8 regarding the Interim City Manager's salary.

Chris Hogue read his email to Council regarding Agenda Item 7.6 Union Side Letter for Residency and spoke against the action.

CONSENT AGENDA

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

- 6.1. Accounts Payable To Be Paid Proof List thru October 28, 2022**
- 6.2. Accounts Payable To Be Paid Proof List thru November 11, 2022**
- 6.3. Police Department Stats - October 2022**
- 6.4. Fire Department Monthly Incidents Report- October 2022**
- 6.5. Proclamation "Small Business Saturday" November 26, 2022**
- 6.6. Receive and File Bids for 2023 Sewer Lining**

NEW BUSINESS

- 7.1. Resolution No. 499-22/23 Award 2023 Sewer Lining Bid to Hoerr Construction**
Interim City Manager, Mr. Bruce Marston, presented the agenda item to approve and adopt a resolution awarding the 2023 sewer lining bid to Hoerr Construction for sections of Derby Street and the sewers feeding into Derby Street. The project was intended to secure the deteriorating sewers prior to the road construction project to extend the life of the sewers. The City received 3 bids with Hoerr Construction being the low bidder. The bid price included a \$35,000 contingency for unknown items that came up during construction. Additionally, staff planned to add a portion of lining on Derby Street outside of the qualifying

CDBG area, which would be paid out of the contingency line item out of the sewer fund. The contract was awarded contingent on the City's completion of the environmental review process since the project was being funded by HUD.

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

7.2. Resolution No. 500-22/23 Authorization of Expenditure for Emergency Sewer Repairs

Interim City Manager, Mr. Bruce Marston, presented the request to Council to approve and adopt a resolution authorizing the expenditure for emergency sewer repairs with JC Dillon. Mr. Marston explained that in late August, the City experience a sinkhole in the 1000 block of South 14th Street in which the repair was outside the capabilities of the Street Department in addition to a manhole failure at the intersection of Park Avenue and Summer Street. JC Dillon completed both repairs on an emergency basis. Staff was seeking approval to approve the invoices.

Councilmember Hilst questioned why the invoices were not being paid out of the contingency line item instead of the sewerage fund. Mr. Marston answered that the costs related to the sewerage fund and generally charge expenditures where the revenue is located.

Councilmember Nutter questioned whether Mr. Marston recommended having a contingency fund in the sewerage fund. Mr. Marston felt it was a good idea to do so.

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

7.3. Resolution No. 501-22/23 Approve Purchase of Bobcat L28

Interim City Manager, Mr. Bruce Marston, presented the request to Council to approve and adopt a resolution to approve the purchase of a Bobcat L28 for the purpose of snow removal. Mr. Marston explained that the City put out an RFP for snow removal for an outside contractor to remove snow on the key areas within the City where it was not reasonable for homeowners to be expected to plow snow on sidewalks. Mr. Marston explained that the City received no bids from contractors and therefore staff was going to attempt to clear the sidewalks on the City of Pekin Performed Snow Removal List that included Court Street, Parkway, Broadway, 14th Street, Ann Eliza, and Margaret. A hydraulically angled broom and snow v-blade were also requested.

Councilmember Nutter stated that he would be abstaining from the vote due to the Street Department relationship.

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

- 7.4. Resolution No. 502-22/23 Approve Sidewalk Snow Removal Staff Plan**
Interim City Manager, Mr. Bruce Marston, presented the request to Council to approve and adopt a resolution approving the sidewalk snow removal staff plan. Mr. Marston explained that staff planned to purchase a Bobcat L28 for the purposes of removing snow on sidewalks but felt that an additional piece of equipment would be needed to sufficiently remove the snow in a timely manner. Staff recommended and requested the rental of an additional Bobcat L28. For heavy snow events staff recommended utilizing hired contractors on a time and material basis to help clear snow.

City Engineer, Ms. Josie Esker, described the attachments to the Bobcat and how they were interchangeable.

Councilmember Nutter announced that he would be abstaining from the vote and questioned when the rental agreement would be signed. Ms. Esker answered that the agreement would be signed December 1.

Councilmember Nutter also questioned how we could hire contractors for time and material and none had bid on the RFP. Ms. Esker stating that hiring contractors was a backup option after a unsuccessful RFP.

RESULT:	APPROVED [5 TO 1]
MOVER:	John P Abel, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hohimer, Cloyd, Orrick, Abel, Luft
NAYS:	Rick Hilst
ABSTAIN:	Dave Nutter

- 7.5. Resolution No. 503-22/23 Purchase of New Salt Storage Building**
Interim City Manager, Mr. Bruce Marston, presented the request to Council to approve and adopt a resolution to approve the purchase of a new salt storage building through Greenfiled Contractors through Sourcewell. Mr. Marston explained that the project was included in the Capital Improvement Budget for FY23 and was to paid from the BDD, TIF and General Fund Reserves. Mr. Marston explained that the current salt storage building had reached the end of its useful life and needed replaced. Staff reviewed options available and recommended the pre-engineered fabric covered building best met the needs and budget of the City.
- Public Works Director, Mr. Justin Reeise, took questions from Council and explained the Sourcewell competitive bid plan. Mr. Reeise also stated that the current salt barn is fully stocked for the winter and that the plan was in the Spring to use equipment to move items over to the new building that is located immediately south of the current structure and demo the remaining structure.
- Councilmember Hilst discussed the public property line item and how the TIF funds could be utilized.

Councilmember Abel questioned the cost of just replacing the existing structure. Mr. Reeise explained that he did not have hard number on that and that the city did not own a salt conveyor and with the new building salt could be loaded with just a loader.

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

7.6. Resolution No. 504-22/23 Union Side Letters for Residency

Interim City Manager, Mr. Bruce Marston, presented the request to approve and adopt a resolution approving side letters of agreement with fire, police and Teamster's union to eliminate the residency requirement to help recruit top talent within departments. Mr. Marston met with the unions to see if they were interested in incorporating those requirements in their current contracts. Mr. Marston stated that there was no pushback and all were in agreement.

RESULT:	APPROVED [5 TO 0]
MOVER:	Rick Hilst, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hohimer, Cloyd, Orrick, Abel, Luft
ABSTAIN:	Rick Hilst, Dave Nutter

7.7. Resolution No. 505-22/23 Property Tax Levy Determination Per Truth in Taxation Act

Interim City Manager, Mr. Bruce Marston, presented the request to Council to approve a resolution regarding the Property Tax Levy Determination Per Truth in Taxation Act. Mr. Marston stated that he did not believe the City needed to hold a truth in taxation public hearing and that the City was holding the levy to the same as last year.

Councilmember Orrick questions what the EAV was and Mr. Marston stated he would get that information.

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

7.8. Resolution No. 506-22/23 Amending Resolution No 498-22/23 Appointment of Interim City Manager

A motion was made by Councilmember Cloyd seconded by Councilmember Orrick to approve and adopt Resolution No. 506-22/23 Amending Resolution No. 498-22/23 Appointment of Interim City Manager.

Interim City Manager, Mr. Bruce Marston, presented the request stating that the appointment of Interim City Manager was for a period of 90 days or until the appointment of a permanent City Manager. Mr. Marston continued stating that in order to maintain continuity and ensure that operations remain the same during the selection period for a City Manager it was the recommendation that the period be stated as up to 90 days and then after 90 days the Finance Director would continue as Interim City Manager until the selection of a City Manager. Salary requested was to compensate for the duties of both the Finance Director, Treasurer and Interim City Manager and felt that the initial proposal of \$140,000

did not take into consideration the duties of the Treasurer that the Finance Director took on in 2019. Therefore, it was the recommendation to pay a salary of \$151,000 for the duties of the Finance Director, Treasurer, and Interim City Manager.

Councilmember Cloyd discussed Mr. Marston's salary and role as Treasurer.

Council continued the discussion regarding the appointment of Interim City Manager and the details of how the appointment of Mr. Marston to Interim City Manager transpired.

Councilmember Abel, Hohimer, and Mayor Luft expressed concern that the process to appoint an Interim City Manager and to negotiate a salary was not inclusive for all Councilmembers.

A motion was made by Councilmember Cloyd seconded by Councilmember Orrick to layover the agenda item to the November 28, 2022 meeting to allow time for all Councilmembers to become more conducive and unionized. On roll call vote all voted Aye except for Councilmembers Hohimer, Abel and Mayor Luft, who abstained. Motion carried.

RESULT:	LAYED OVER [4 TO 0]
	Next: 11/28/2022 5:30 PM
MOVER:	Becky Cloyd, Mayor Pro tem
SECONDER:	Lloyd Orrick, Council Member
AYES:	Rick Hilst, Dave Nutter, Becky Cloyd, Lloyd Orrick
ABSTAIN:	Karen Hohimer, John P Abel, Mark Luft

7.9. Ordinance No. 4024-22/23 Full Faith and Credit Pledge for CDBG-Funded Fire Apparatus Purchase

Interim City Manager, Mr. Bruce Marston, presented the request to Council to approve and adopt an ordinance regarding the full faith and credit pledge for CDBG funded fire apparatus purchase. Mr. Marston explained that the City Council previously approved the purchase of a new fire apparatus for the City's Fire Department utilizing the US Department of Housing and Urban Development's (HUD's) Section 108 Loan Guarantee Program. The loan guarantee allowed the City to borrow up to 5 times its annual CDBG allocation from HUD at competitive rates and use a portions of the City's annual CDBG allocation to make payments on the loan. Mr. Marston continued to explain that HUD required the City to also adopt an ordinance specifying that the City will back the loan with a full faith and credit pledge in the event that CDBG funds somehow became unavailable or if Congress failed to fund the CDBG program during the life of the loan. Mr. Marston added that the rate had increased to over 4% from the 1/10 of a percent it was previously.

CDBG Program Manager, Mr. David Bess, explained that periodically HUD offers opportunities to switch but only happens every few years. Mr. Bess added that HUD requested a formal ordinance.

Council discussed the purchase of the Fire Apparatus and how it would be paid on delivery for a cheaper price.

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

7.10. Ordinance No. 4025-22/23 An Ordinance Amending Chapter 5, Article 2, Section 7 of the Pekin City Code Regarding Alcoholic Liquor Classification and License Fees for Non-profit Organizations

Interim City Manager, Mr. Bruce Marston, presented the request to Council to approve and adopt an ordinance amending the liquor code to classify a Class A License to include non-profit or charitable organizations in Section 5-2-7(1) of the City Code.

Council discussed whether the code needed definitions of non-profit or charitable.

City Attorney, Ms. Kate Swise explained that those organization would provide paperwork that would define their classification since it was designated by the State.

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

DISCUSSIONS

8.1. Dual Offices / Referendum Issue

Interim City Manager, Mr. Bruce Marston, led the discussion proposing a referendum to limit the number of offices held by a mayor or councilmember.

Councilmember Cloyd continued the discussion requesting the City Attorney read the description of the referendum to possibly be put on the April ballot.

City Attorney, Ms. Kate Swise, read that the Illinois Constitution provided that home rule had the power of officers, mayor selection and terms of office as approved by referendum. Home rule municipalities had ways to alter the way officials were elected prohibiting local officials to hold other offices. Ms. Swise explained that the Council did not have the power, but the power was held by the City. As of last year, no home rule could require the resignation to take a local office. The language did not speak to members of any other office or members of local office running for a seat on the General Assembly. Based on that law the City of Pekin would be proposing a referendum that would require a member of the General Assembly to resign seat, if any councilmember or mayor was elected to another office they would resign from the local office.

Council questioned the logistics of whether as a home rule municipality the requirement to resign local office before running for the General Assembly could be implemented and whether the requirement to resign as a councilmember to run for mayor could be implemented.

Ms. Swise added that the question would need to be crafted so it was clear.

Councilmember Cloyd stated that the referendum language only refers to the General Assembly.

Mayor Luft spoke against pursuing the referendum stating that holding two offices benefited the city and could for future offices and it would not be fair to the citizens if maps were to be redrawn and 85% percent of the district changed and were unaware of the benefits that happened in this community.

Ms. Swise continued answering Councils questions stating that the referendum would be done by ordinance or resolution to put on the ballot. A petition with signature would not be needed. Based on conversations with the County Clerks Office there would be no cost.

8.2. Discussion for Ordinance Imposing a Tax on Transfers of Real Estate within the City

Interim City Manager, Mr. Bruce Marston, led the discussion for an ordinance imposing a tax on transfers of real estate within the city so that it would be subject to pending code enforcement proceedings or where the seller or transferor owes any fee, fine or tax. Mr. Marston explained that the intention was to bring forward action at the next meeting and the tax imposed was 25 cents per thousand.

Police Chief John Dossey explained that this item goes back to discussions with adjudication and the Council contemplating whether they wanted to update that. This would shift burden to the violator and removing some of that from the taxpayers.

Councilmember Orrick expressed concerns that future council would increase the tax.

Ms. Swise explained that an ordinance on the books in the City would require any seller or title company to check for liens to the City. An ordinance in place would require sellers and buyers to be aware that there might not be good title. An ordinance would state that the seller cannot sell unless they get a transfer tax stamp from the city, but it can only be done by referendum. A notice would have to be published of a public hearing at a regular meeting 10 day sin advance.

Councilmember Orrick supported putting the tax out for referendum.

Council continued the discussion regarding where the revenue would go in the budget, streamlining the process of getting liens recorded, past wastewater fees and demo fees. Mr. Marston added that the revenue could be allocated to the code enforcement line item to offset expenditures.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Human Resources Director, Ms. Diana Pavley-Rock updated Council on the City Manager job applicants.

Councilmember Cloyd requested a copy of the resumes for the City Manager position and a public meeting to do questions along with phone interviews.

Ms. Pavley-Rock also informed Council of the option of using an outside firm and putting out a request for qualifications. Ms. Pavely-Rock recommended waiting another week and base the decision then if an outside firm was needed.

Councilmember Orrick and Councilmember Cloyd spoke against using an outside firm for hiring.

Police Chief Dossey and Councilmember Nutter spoke about the excellent Pekin High School football program and how it brought the community together.

Councilmember Cloyd explained that the loud noise some might of heard was Powerton's boiler tripping.

**EXECUTIVE SESSION 5 ILCS 120/2 (C) 5. PURCHASE OF PROPERTY
AND 1. PERSONNEL**

A motion was made by Councilmember Orrick seconded by Councilmember Abel to move into Executive Session to discuss 5 ILCS 120/2(c) 5. Purchase of Property and 1. Personnel at 8:01 PM. Motion carried voice vote.

Mayor Luft announced that no action would be taken after Executive Session.

ADJOURN

There being no further business of the Council, a motion was made by Councilmember Orrick seconded by Councilmember Nutter to adjourn the meeting. Motion carried viva voce. Mayor Luft adjourned the meeting at 9:08 PM.

Minutes Acceptance: Minutes of Nov 14, 2022 5:30 PM (Approval of Minutes)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: November 28, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Real Estate Transfer Tax

REQUIRED SIGNATURES

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

City Manager:
Date:

Real Estate Transfer Tax



What is a Real Estate Transfer Tax Stamp?

- It is a charge levied on the transfer of ownership or title to property from one individual or entity to another.
- A transfer tax can be imposed by a state, county or municipality.
- The seller is typically liable for the real estate transfer tax.
- It is not uncommon for an agreement to be reached for the buyer to pay the tax/fee.



How much can be taxed?

- Currently the State of Illinois has an impact of \$.50/\$500
- All Counties are at \$.25/\$500
- Peoria \$2.50/\$1,000
- Some communities in Illinois (up north) charge up to \$10/\$1,000
- There is a variety of tax rates depending on the community.
- Some charge a flat rate.

Pekin Proposal (Before Council)

- Staff is proposing \$.25/\$1,000
- Equates to \$25 per \$100,000.00
- A \$200,000 home sale would equate to \$50 paid at closing
- Require the issuance of a real estate transfer stamp, issued by the City Clerk.
- No transfer stamp issued if there are any open and unresolved proceedings pursuant to Chapter 2, Article V of the Pekin City Code, **or where the grantor/seller owes any outstanding fees, fines, or taxes to the City of Pekin**
- Also applies to wastewater billing, parking and impound fee's.

What is Chapter 2 Article V of Pekin City Code? What does this proposed ordinance include?

- This is the section of the Pekin City Code that addresses Administrative Adjudication of Non Vehicular Code Violations.
- Section 7-1-10-5(b) gives the City Clerk authority to NOT issue a transfer tax stamp until the property owner or buyer settle all outstanding debts owed to the City.
- Also applies to parking tickets, Impounds, and delinquent waste water billing.
- Currently any proceeds go to general fund.
- Exceptions for 35 ILCS 200/31-1. This statute outlines exemptions.

Current Outstanding Debt Owed to City

- Note: Our Adjudication Process / DACRA was implemented in 2016. At that time the police department cleaned up the processes, as they pertain to parking tickets and local ordinance tickets. So all information that we deemed to be accurate is from 2016 to present.
- The ordinances that would apply to the issuance of the Tax Stamp are the following: Any ordinance tickets including property maintenance tickets. Also includes impounds and parking tickets along with animal tickets. “Any outstanding fees, fines, or taxes to the city.”
- For Tow and Impound currently outstanding is **\$201,350.00**
- For Parking Tickets currently outstanding is **\$294,380**

We also must take into consideration LIENS

- Currently for property that the City enforces clean up, once the work is done the City will invoice the property owner of record.
- We have spent a tremendous amount of time re-organizing this process and “cleaning” up the lien process.
- We currently do the work and once we receive the invoice from the contractor, (whether demolition, grass mowing, or basic property cleanup) the City pays the invoice to the contractor, and then in return the City will invoice the property owner of record.
- After 30 days, if the property owner fails to pay on the invoice the City will then file a lien on the property. (With exception of mowing, slightly different process)

Costs associated with cleanups

- Demolitions run approx. \$9,000 to \$20,000 (varies)
- Property cleanups are approximately \$4,000 to \$10,000 (depending on size and amount).
- Asbestos Abatement require special paperwork, but there are landfill fee's and other costs associated with this.
- Ongoing training costs, and licensures of staff.

What Is Outstanding on LIENS?

- Properties currently LIENED \$48,756.75 (13 properties through the new process)
- Older outstanding Lien Amounts \$487,273.14 (obtained from finance)
- We have collected to date through the new invoice process \$16,927.50 (this is not figured in to the debt to the City. Rather to show the process is working)
- For mowing, the City does not file those LIENS until the end of the year, which is forthcoming. We are looking to place liens amounting to approximately \$120,000.00 very soon, which adds to the debt total.

Wastewater

- Wastewater advised that as of the most current report from **October 31, 2022** there was **\$1,219,827.20** outstanding in unpaid wastewater bills.
- NOTE: Keep in mind that this is what is outstanding and is ever changing. The proposed transfer tax stamp would be a tool to recoup some of this outstanding debt.

Why Staff is Asking for This Referendum/Ordinance.

- Clearly there is a lot of outstanding Debt owed to the City on ordinance infractions. This includes property cleanup and demolition, as well as waste water delinquency.
- We currently utilize the Illinois Debt Recovery Program (IDRP). As it pertains to local ordinance tickets. This is but one tool in the toolbox. Due to Covid there have been delays in this program collecting money.
- Use of the Real Estate Transfer Tax Stamp would allow the City another tool to collect these debts.
- This would be similar to how we set up the adjudication process. The intention is to shift the burden from the tax payer to the violator.
- Is a mechanism that **alerts** us to the sale of property, and allows us to search our records for any outstanding debt.
- Ensures the buyer that the title is free and clear from any liens or issues regarding the property.
- The seller would have to have the tax stamp to present to the title company for the sale to be completed.
- The seller would have to settle the debt with the City, or they can negotiate with the buyer on this matter. Either way the City would have the outstanding debt settled.

Process Moving Forward

- Tonight is the start of that process, which is the public hearing. As a matter of record, notice was properly posted in the newspaper.
- Pursuant to **65 ILCS 5/8-3-19** this has to go out to a referendum. This was discussed at the last council meeting. There has been question by some community members if this is necessary. It is required by statute.
- If Council, after this public hearing, votes to move this to a question / referendum posed to the public, then staff will draft the question to be placed on the ballot.
- Intention is to have this to the Council for the **December 12th** meeting for vote.
- This has to be provided to the county in January to make the April ballot.
- Once on the ballot, if approved by the public, then the matter will come back to Council for final approval / adoption. (again this all hinges on the public vote as it applies to the referendum).

Some Questions / Concerns raised by Council and the community

- Council cannot raise this tax (if passed) without it going back to referendum. This gives the public further input in the future.
- *One comment made suggested in essence writing the ordinance in a way that would in keep future councils from being able to raise this tax, or “handcuff” future councils on changes.*
- *Staff would recommend not to do this. We do not know what the future will hold, or what if any need future councils may need to address. By doing this we would be restricting the needs of the future. I don’t think this council would have liked if previous councils restricted them.*
- Earmarking the money recovered has been suggested.
- *While staff is not opposed to what the council suggested on this, Staff encourages the Council to seriously consider if this is what they want to do. Again, as mentioned above this limits your ability to utilize that money for any future growth or potential. Staff believes this should be discussed further to best utilize any recovered income.*
- Also of note, while we see what the outstanding debt is, we don’t just automatically capture this lump sum. This will be a long term recovery process we are implementing.

Questions Cont

- One person has said if the goal isn't for the city to add revenue, then they (the City) should do it for free. They (The City) make enough taxes to pay for the tear down of the houses. I can also see the city not allowing a sale when it isn't their business.
- *While we can understand what this individual is stating, staff would offer that we are in essence already doing it for free. If an individual "chooses" not to pay for the care / maintenance of their property the City is utilizing **YOUR** tax dollars now to clean up the properties. We receive numerous complaints daily about properties in dilapidated condition and we take action. We budget for this. This is an effort to recoup your tax dollars. We are trying to shift the burden from the tax payer to the violator.*
- We further realize that realtors are weighing in with their opinion(s) on this just being a tax, and comparing us to Peoria. We have set a low point (.25/\$1,000) and we already know that the people have to vote to first implement this option, and second if there is ever a request to increase it (should it pass), it would have to go to the people to vote again (for any change or increase). ***There is no cash grab here.*** We are looking to recoup the citizens tax dollars from those, typically those who do not live here. Also those who choose or refuse to take care of their property or pay their debt(s) relying on the tax payer the burden of their responsibility.

Questions Cont

- **Lein Searches.** Some are comparing this to a “tax scam” but rather a effort to hold those accountable who snub their responsibility. Will the \$25 be waived (on a \$100,000 sale) if they owe nothing?
- ***This is a good question.*** *This would have to be a question for our legal, but staff would not be opposed to waiving a fee if a citizen is in good standing, having no outstanding debt. This would be in essence a reward to the property owner if things are in order. The real question is legally can this be done?*
- *One concern that comes to mind with this question is disparity. It is easier to simply apply this to all so that there is no finger pointing or accusation of disparity.*
- **Title Searches revealing leins. Someone mentioned this, in a way suggesting that the City is not following through on matters.**
- *This is simply not true. Title Searches are done, but the City has experienced numerous occasions where lien searches were either not done or were somehow missed on property transfers. Also how many times do the property transfers take place when the City is in the process of placing a lien on the property? There are many variables that play into this, but having this ordinance in place enables us the opportunity to search our records to issue the tax stamp and verify that everything is in order.*

Questions / info to consider

- One individual had purchased a property under a contract for deed. When they went to get the water turned on they found that there was approximately \$2800 in waste water that was owed. That unsuspecting individual incurred that cost. Had we had this ordinance in place the sale could have been negotiated further by this person.
- This waste water delinquency was not yet ready to go to the lien process. It is however, an example of how by the issuance of a real estate transfer tax stamp we would catch this before it goes to the title company for closing.
- A resident who is communicating with us used the past five weeks of local corporate limit sales to calculate that the City would be making roughly \$19,000 annually off of this tax. This is indicative that this is not a revenue generator as some state.
- Staff did reach out to Tazewell County and found property Transfers/sales for this year. When calculating these we come up with about \$25,344 annually on average. Which confirms the above number is close. Again, verifying this is not a revenue generator.
- Also this is not a tax that is annual like property taxes. This is applied only to those who are selling and transfer property. So it does not necessarily apply to everyone.

Questions / Points

- **Why not a fixed cost?**
- *We mentioned earlier that staff is not opposed to this, but what if the tax sale is less than \$100,000. What if we set it at \$25 flat rate? If you sold your property for \$25,000 at what staff proposes at \$.25 per \$1,000 a resident would anticipate paying roughly \$6.25. By keeping it at a fraction the ordinance is in the best interest of the resident selling. If we do the flat rate they would pay more. So in essence we are flipping the amount to the larger sale favor.*
- **The question is asked about how this is enforced on the local realtors, and how where this occurs in the sales process.**
- *It is not an enforcement action against the realtor, but a change in the closing process. When an individual enters into a contract for sale of a property, this is all information that is included in the final documents of the sale. The closing process that takes place at the title company. They already include the state and county transfer tax and would simply add the City of Pekin to that process. By Pekin issuing the Transfer Tax Stamp, this is proof to the title company and buyer that all matters were searched at Pekin and that they are free and clear with the sale. It is in essence a protection to the buyer.*

Questions

- In speaking with the board of realtors, it was not made abundantly clear how this would impact them, though we asked.
- It was suggested by the board that there were other means for us to take action, such as the Division 31 of the Illinois Municipal Code.
- This is the “Control Over Building and Construction – Unsafe Properties”
- *We already do this. This is the demolition process or the property clean up process we utilize when we take action. This allows us to place the lien and foreclose on the property.*
- This is a great tool, the issue is the City of Pekin has many properties that we can foreclose on if we chose to. Pros and Cons to this.

In Conclusion

- Staff wants to be clear that we are not suggesting this to add another “tax” to our citizens. We are charged with trying to make our processes more efficient and effective so we are providing the best service to our community.
- This suggestion makes sense as we have identified an issue that is concerning. There seems to be a lack of responsibility and accountability of those who choose to be a burden to the tax payers. This proposal would offer a solution to collect from those prior to the selling of their property in Pekin in an effort to make our community whole.
- Many of the issues we are facing are not at the hands of those who live within the community, but rather with those who do not live in Pekin, and own properties they simply do not maintain, or are a continual nuisance to the community.
- Those who are selling and owe no debt will be minimally impacted.
- This is a continued effort to shift the burden from the tax payer on to the violator.



REQUEST FOR COUNCIL ACTION

Agenda Date: November 28, 2022
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru November 28, 2022

REQUIRED SIGNATURES

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

City Manager:
Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 11/18/2022 - 10:31AM
 Batch: 00017.11.2022 - missy 1 11-25-22-2



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						
Midwest Communications-MW1 13542									
11182022	11/18/2022	2,217.00	0.00	11/18/2022				No	0
208-208-597700 Sponsorships					MWC advertising/radio christmas on court				
11182022 Total:		2,217.00							
Midwest Communications-		2,217.00							
Report Total:		2,217.00							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 11/22/2022 - 2:49PM
 Batch: 00015.11.2022 - missy 1 11-25-22



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Ace Hardware									
10911									
35228/3	11/14/2022	27.90	0.00	11/28/2022				No	0
100-068-522400	General Supplies			keys for street dept					
	35228/3 Total:	27.90							
	Ace Hardware Total:	27.90							
Advance Auto Parts									
12965									
*** 1588	11/4/2022	26.24	0.00	11/28/2022				No	0
100-068-534200	Buildings And Grounds Rep			fuel filters for generator					
	1588 Total:	26.24							
1790	11/8/2022	5.59	0.00	11/28/2022				No	0
100-034-534000	Automotive Expense			conduit for Ladder 3					
	1790 Total:	5.59							
1794	11/8/2022	15.52	0.00	11/28/2022				No	0
100-034-534000	Automotive Expense			sway bar link for fire plow					
	1794 Total:	15.52							
*** 9096	11/2/2022	15.74	0.00	11/28/2022				No	0
100-068-534200	Buildings And Grounds Rep			oil for generator					
	9096 Total:	15.74							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 9198	11/8/2022	13.33	0.00	11/28/2022				No	0
100-034-534000 Automotive Expense				tire/bumper paint					
9198 Total:		13.33							
9200	11/8/2022	23.70	0.00	11/28/2022				No	0
100-034-534000 Automotive Expense				oil filter for stock					
9200 Total:		23.70							
*** 9374	11/16/2022	26.60	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				mini bulbs for stock					
9374 Total:		26.60							
Advance Auto Parts Total:		126.72							
Alexis Fire Equipment Co. 11112									
0074433in	11/14/2022	666.95	0.00	11/28/2022				No	0
100-034-534000 Automotive Expense				windshield					
0074433in Total:		666.95							
Alexis Fire Equipment Co.		666.95							
All Small Engine N More LLC 13945									
3767	10/31/2022	915.00	0.00	11/28/2022				No	0
501-501-557200 License And Inspection Fees				15 bus inspections					
3767 Total:		915.00							
3797	10/31/2022	732.00	0.00	11/28/2022				No	0
501-501-557200 License And Inspection Fees				12 bus inspections					
3797 Total:		732.00							
3820	11/15/2022	244.00	0.00	11/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
501-501-557200 License And Inspection Fees				4 bus inspections					
3820 Total:		244.00							
All Small Engine N More L		1,891.00							
Allegra Print & Imaging 10016									
67018	11/14/2022	123.85	0.00	11/28/2022				No	0
100-034-551000 Printing And Publications				overtime cards printed					
67018 Total:		123.85							
Allegra Print & Imaging To		123.85							
Amazon Capital Services 10020									
1JQCK9CMJ9M7	11/1/2022	183.93	0.00	11/28/2022				No	0
100-009-599802 Computer Hardware				usb cables					
1JQCK9CMJ9M7 Total:		183.93							
1NMMHY7YGVV9	11/1/2022	400.06	0.00	11/28/2022				No	0
100-009-599802 Computer Hardware				2 head phones					
1NMMHY7YGVV9 Total:		400.06							
1QXDRW3JJNJQ	11/1/2022	239.96	0.00	11/28/2022				No	0
100-009-522400 General Supplies				hudeco insnap frames					
1QXDRW3JJNJQ Total:		239.96							
Amazon Capital Services T		823.95							
Ameren Illinois Company 12269									
1270092007	11/3/2022	109.60	0.00	11/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
525-525-550100 Utilities				13906 airport ln/elec vault 10/3-11/01/22					
1270092007 Total:		109.60							
Ameren Illinois Company T		109.60							
American Water 12288									
4000247406	11/1/2022	1,069.12	0.00	11/28/2022				No	0
231-029-560701 American Water Consmptn Repts				october 2022 service					
4000247406 Total:		1,069.12							
American Water Total:		1,069.12							
Arlington/Roe & Co., Inc. 13142									
inv1708923	11/10/2022	3,540.00	0.00	11/28/2022				No	0
525-525-518100 Liability Insurance Premiums				liability insurance premium fee 1/1/23-1/1/24					
inv1708923 Total:		3,540.00							
Arlington/Roe & Co., Inc.		3,540.00							
Arrow Energy 14369									
138922	10/19/2022	21,134.80	0.00	11/28/2022				No	0
525-525-556200 Cost of Gas Sold				aviation fuel 100LL					
138922 Total:		21,134.80							
Arrow Energy Total:		21,134.80							
Atlas Supply Company 10038									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
031360	11/7/2022	1,124.81	0.00	11/28/2022				No	0
100-034-522400 General Supplies				hand soap, paper towels and cleaning brushes					
031360 Total:		1,124.81							
Atlas Supply Company Tot		1,124.81							
Beck Oil Company of Illinois									
14623									
103122	11/2/2022	336.00	0.00	11/28/2022				No	0
100-761-534000 Automotive Expense				october 2022 squad car washes					
103122 Total:		336.00							
Beck Oil Company of Illin		336.00							
Benson's									
12783									
ab1urf	10/18/2022	315.00	0.00	11/28/2022				No	0
100-068-534200 Buildings And Grounds Rep				repair to ice maker at fire station 3					
ab1urf Total:		315.00							
Benson's Total:		315.00							
Big Rays Express									
14503									
27160	11/4/2022	58.45	0.00	11/28/2022				No	0
100-761-534000 Automotive Expense				oil change squad 5171					
27160 Total:		58.45							
Big Rays Express Total:		58.45							

BoundTree Medical

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
11262									
84760407	11/14/2022	335.56	0.00	11/28/2022				No	0
100-034-522500	Emergency Medical Supplie			emergency medical equipment					
	84760407 Total:	335.56							
84762026	11/15/2022	224.10	0.00	11/28/2022				No	0
100-034-522500	Emergency Medical Supplie			emergency medical equipment					
	84762026 Total:	224.10							
	BoundTree Medical Total:	559.66							
Brightspeed									
10111									
*** 304021116	11/10/2022	40.07	0.00	11/28/2022				No	0
100-009-550300	Telephone			fax line for street dept					
	304021116 Total:	40.07							
*** 304025584	11/10/2022	172.95	0.00	11/28/2022				No	0
100-009-550300	Telephone			fire dept phones 10/10-12/9/22					
	304025584 Total:	172.95							
*** 304062244	10/25/2022	68.05	0.00	11/28/2022				No	0
100-009-550300	Telephone			fire station 2 copper wire 10/25-11/24/22					
	304062244 Total:	68.05							
	Brightspeed Total:	281.07							
Britton Electronics									
10083									
2229417	11/11/2022	1,495.54	0.00	11/28/2022				No	0
231-030-534400	Equipment Repairs			repairs at hickory hill liftstation 11/1/22					
	2229417 Total:	1,495.54							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Britton Electronics Total:		1,495.54							
C.J.L. Landscaping Inc 14738									
2640	10/13/2022	11,026.96	0.00	11/28/2022	CTV0-00V	expense		No	0
445-041-584000 Construction				court st median landscaping					
2640 Total:		11,026.96							
C.J.L. Landscaping Inc Tot		11,026.96							
Calpine Energy Solutions 10590									
*** 2232000172037	11/16/2022	78.29	0.00	11/28/2022				No	0
240-240-550600 Electricity For Signal Lights				traffic lights 8/17-9/18/22					
*** 2232000172037	11/16/2022	4,806.61	0.00	11/28/2022				No	0
240-240-550500 Electricity For Street Lights				street lights 8/16-9/15/22					
*** 2232000172037	11/16/2022	844.92	0.00	11/28/2022				No	0
231-030-550100 Utilities				liftstations 8/11-9/25/22					
*** 2232000172037	11/16/2022	905.56	0.00	11/28/2022				No	0
100-068-550100 Utilities				1130 koch st unit A 8/25-10/1/22					
*** 2232000172037	11/16/2022	4,661.44	0.00	11/28/2022				No	0
100-068-550100 Utilities				various public properties 8/29-10/4-22					
*** 2232000172037	11/16/2022	22,394.25	0.00	11/28/2022				No	0
231-031-550100 Utilities				606 s front st and FBOP 8/22-10/1/22					
*** 2232000172037	11/16/2022	1,895.52	0.00	11/28/2022				No	0
525-525-550100 Utilities				13906 airport ln various meters 9/1-10/3/22					
*** 2232000172037	11/16/2022	582.42	0.00	11/28/2022				No	0
100-032-550100 Utilities				1208 & 1140 koch st 8/15-10/1/22					
*** 2232000172037	11/16/2022	950.03	0.00	11/28/2022				No	0
501-501-550100 Utilities				1130 koch st unit b 8/14-10/1/22					
*** 2232000172037	11/16/2022	1,855.43	0.00	11/28/2022				No	0
100-034-550100 Utilities				3232 court & 272 derby 8/14-9/18/22					
*** 2232000172037	11/16/2022	950.03	0.00	11/28/2022				No	0
699-069-550100 Utilities				1130 koch st unit b 8/14-10/1/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
223200017203786 Total:		39,924.50							
Calpine Energy Solutions T		39,924.50							
Casey Transportation Services, Inc 13206 20227378	11/6/2022	2,419.89	0.00	11/28/2022				No	0
100-032-535000 Material And Hauling				delivery of washed chips					
20227378 Total:		2,419.89							
Casey Transportation Servi		2,419.89							
Central Illinois Consulting, Inc. 13196 2487	9/30/2022	4,750.00	0.00	11/28/2022				No	0
100-990-569000 Other Contractual Service				legal descriptions for TIF 4 and 5					
2487 Total:		4,750.00							
Central Illinois Consulting		4,750.00							
Centre State International Trucks, Inc. 10109 01p76664	11/14/2022	183.86	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				slack adjuster/bushing for sw7					
01p76664 Total:		183.86							
01p76710	11/16/2022	385.68	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				brakes for sw7 and stock					
01p76710 Total:		385.68							
01p76721	11/16/2022	230.35	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				icp pressure switch for 406					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	01p76721 Total:	230.35							
	Centre State International T	799.89							
CINTAS Corporation 10115 4137015676	11/10/2022	216.59	0.00	11/28/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 11/10/22					
	4137015676 Total:	216.59							
	CINTAS Corporation Total	216.59							
City Solutions Consulting LLC 14124 97	11/21/2022	3,200.00	0.00	11/28/2022				No	0
208-208-560500 Consulting Services				consulting fees 11/9-11/21/22					
	97 Total:	3,200.00							
	City Solutions Consulting	3,200.00							
Comcast Cable 11073 *** 203130001183	11/2/2022	89.55	0.00	11/28/2022				No	0
100-990-569000 Other Contractual Service				cable at 111 s capitol st 11/8-12/7/22					
	203130001183 Total:	89.55							
*** 203130107121	10/26/2022	43.78	0.00	11/28/2022				No	0
501-501-569000 Other Contractual Service				cable for bus department 11/1-11/30/22					
	203130107121 Total:	43.78							
*** 203130447667	11/4/2022	207.85	0.00	11/28/2022				No	0
100-032-569000 Other Contractual Service				2820 court st camera 11/11-12/10/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
203130447667 Total:		207.85							
*** 203130449291	11/1/2022	126.85	0.00	11/28/2022				No	0
100-032-569000 Other Contractual Service				1340 park ave camera 11/8-12/7/22					
203130449291 Total:		126.85							
*** 203130449325	11/2/2022	126.85	0.00	11/28/2022				No	0
100-032-569000 Other Contractual Service				1500 s 2nd camera 11/9-12/8/22					
203130449325 Total:		126.85							
*** 203130641400	11/1/2022	126.85	0.00	11/28/2022				No	0
100-032-569000 Other Contractual Service				2600 s 2nd st camera 11/9-12/5/22					
203130641400 Total:		126.85							
Comcast Cable Total:		721.73							
Confidential Security Corp 10891									
98198	10/31/2022	2,038.26	0.00	11/28/2022				No	0
100-009-538000 Maintenance Agreements				distruction of hardware					
98198 Total:		2,038.26							
Confidential Security Corp		2,038.26							
Constellation Newenergy/Gas Division 13810									
*** 3608576	11/9/2022	670.73	0.00	11/28/2022				No	0
100-068-550100 Utilities				1130 koch st garage & 111 s capitol 10/2022					
*** 3608576	11/9/2022	562.68	0.00	11/28/2022				No	0
100-068-550100 Utilities				1130 koch unit A 10/2022					
*** 3608576	11/9/2022	261.81	0.00	11/28/2022				No	0
501-501-550100 Utilities				1130 koch unit b 10/2022					
*** 3608576	11/9/2022	261.81	0.00	11/28/2022				No	0
699-069-550100 Utilities				1130 koch unit b 10/2022					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 3608576	11/9/2022	452.21	0.00	11/28/2022				No	0
100-034-550100 Utilities				various fire stations 10/2022					
*** 3608576	11/9/2022	672.77	0.00	11/28/2022				No	0
100-032-550100 Utilities				1208 koch 10/2022					
*** 3608576	11/9/2022	443.93	0.00	11/28/2022				No	0
525-525-550100 Utilities				13906 airport unit c and hanger 1 10/2022					
*** 3608576	11/9/2022	6,453.33	0.00	11/28/2022				No	0
231-031-550100 Utilities				606 s front & 1508 edgewater 10/2022					
3608576 Total:		9,779.27							
Constellation Newenergy/G		9,779.27							
Conway Shield 14482									
0499611	11/10/2022	164.50	0.00	11/28/2022				No	0
100-034-518900 Uniform Allowance				duty pants for new hires (3)					
0499611 Total:		164.50							
Conway Shield Total:		164.50							
Core & Main 10255									
*** r852359	11/7/2022	286.81	0.00	11/28/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				pvc pipes for repairs and red/yellow dye tablets					
*** r852359	11/7/2022	286.81	0.00	11/28/2022				No	0
231-033-564100 Drainage Improvements				pvc pipes for repairs and red/yellow dye tablets					
r852359 Total:		573.62							
Core & Main Total:		573.62							
Dell Marketing L.P. 11271									
10624262737	10/24/2022	60,475.54	0.00	11/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-009-538000 Maintenance Agreements				microsoft EA agreement					
10624262737 Total:		60,475.54							
Dell Marketing L.P. Total:		60,475.54							
Dennison Chevrolet 10154									
315729cvw	11/10/2022	161.33	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				cable kit/clip for sw2					
315729cvw Total:		161.33							
315824cvw	11/14/2022	11.42	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				cable kit/clip for sw2					
315824cvw Total:		11.42							
Dennison Chevrolet Total:		172.75							
Doman, Erica 14784									
p079 & te	11/18/2022	2,000.00	0.00	11/28/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2122 court st					
p079 & te Total:		2,000.00							
Doman, Erica Total:		2,000.00							
Dragon Dumps 13654									
221799	11/3/2022	1,616.21	0.00	11/28/2022				No	0
223-023-569000 Other Contractual Service				clean up pekin haul to landfill					
221799 Total:		1,616.21							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Dragon Dumps Total:		1,616.21							
Evidence Destruction Services 13969									
pkn3	11/16/2022	375.00	0.00	11/28/2022	poli-warr	expense		No	0
100-761-569000 Other Contractual Service				evidence disposal					
pkn3 Total:		375.00							
Evidence Destruction Serv		375.00							
Fastenal Company 10181									
ilpek171189	10/28/2022	143.17	0.00	11/28/2022				No	0
223-023-522400 General Supplies				ice studs for sw drivers					
ilpek171189 Total:		143.17							
Fastenal Company Total:		143.17							
FirsTech Inc. 12035									
*** 12917	10/31/2022	37.50	0.00	11/28/2022				No	0
231-029-569000 Other Contractual Service				october 2022 service					
*** 12917	10/31/2022	37.50	0.00	11/28/2022				No	0
223-023-569000 Other Contractual Service				october 2022 service					
12917 Total:		75.00							
FirsTech Inc. Total:		75.00							
Flow Municipal Service Provider LLC 13897									
1953	10/23/2022	3,750.00	0.00	11/28/2022				No	0
100-034-599801 Computer Software				fire app license fee					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1953 Total:	3,750.00							
	Flow Municipal Service Pr	3,750.00							
Gallery Ford Pekin 10683 2155	11/10/2022	108.88	0.00	11/28/2022				No	0
100-034-534000 Automotive Expense				lever kit for fire dept plow truck					
	2155 Total:	108.88							
	Gallery Ford Pekin Total:	108.88							
GFI Digital 13867									
*** 2385486	11/10/2022	347.96	0.00	11/28/2022				No	0
100-001-538000 Maintenance Agreements				copier usage for 11/10/22					
*** 2385486	11/10/2022	696.57	0.00	11/28/2022				No	0
100-990-538000 Maintenance Agreements				copier usage for 11/10/22					
*** 2385486	11/10/2022	60.31	0.00	11/28/2022				No	0
100-006-538000 Maintenance Agreements				copier usage for 11/10/22					
*** 2385486	11/10/2022	141.49	0.00	11/28/2022				No	0
100-763-538000 Maintenance Agreements				copier usage for 11/10/22					
*** 2385486	11/10/2022	245.59	0.00	11/28/2022				No	0
100-763-538000 Maintenance Agreements				copier usage for 11/10/22					
*** 2385486	11/10/2022	334.87	0.00	11/28/2022				No	0
100-764-538000 Maintenance Agreements				copier usage for 11/10/22					
*** 2385486	11/10/2022	78.28	0.00	11/28/2022				No	0
100-032-538000 Maintenance Agreements				copier usage for 11/10/22					
*** 2385486	11/10/2022	258.87	0.00	11/28/2022				No	0
501-501-538000 Maintenance Agreements				copier usage for 11/10/22					
	2385486 Total:	2,163.94							
	GFI Digital Total:	2,163.94							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
GFL Environmental Services USA, Inc.									
14249									
p60005200556	9/30/2022	5,055.52	0.00	11/28/2022				No	0
231-031-536400 Sludge Removal				sludge disposal 09/16-09/30/22					
p60005200556 Total:		5,055.52							
p60005200633	10/15/2022	3,792.35	0.00	11/28/2022				No	0
231-031-536400 Sludge Removal				sludge disposal 10/03-10/14/22					
p60005200633 Total:		3,792.35							
p60005200704	10/31/2022	5,165.41	0.00	11/28/2022				No	0
231-031-536400 Sludge Removal				sludge disposal 10/17-10/31/22					
p60005200704 Total:		5,165.41							
p90005199456	11/15/2022	3,492.81	0.00	11/28/2022				No	0
223-026-566502 Recycling Expense				recycle curbside fee 11/1-11/15/22					
p90005199456 Total:		3,492.81							
GFL Environmental Servic		17,506.09							
Golf Green Lawn Care									
14121									
1001448	10/28/2022	80.00	0.00	11/28/2022				No	0
100-068-538000 Maintenance Agreements				spray weed control at 111 s capitol st 10/28/22					
1001448 Total:		80.00							
1003104	11/4/2022	91.25	0.00	11/28/2022				No	0
100-068-538000 Maintenance Agreements				spray weed control at 1000 n 14th 11/4/22					
1003104 Total:		91.25							
1004709	11/4/2022	80.00	0.00	11/28/2022				No	0
100-068-538000 Maintenance Agreements				fertilizer at 111 s capitol st 11/4/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
1004709 Total:		80.00							
Golf Green Lawn Care Tot		251.25							
Gonzales, Adrian 13232 expense-1122	11/18/2022	30.00	0.00	11/28/2022				No	0
100-761-519000 Training And Education				blood alchol operator testing 11/29-11/30/22					
expense-1122 Total:		30.00							
Gonzales, Adrian Total:		30.00							
Gutters by Tunyuck 14510 841342	11/7/2022	3,500.00	0.00	11/28/2022				No	0
100-766-536100 Property Cleanup Fees				mowing properties 11/1-11/7/22					
841342 Total:		3,500.00							
841343	11/7/2022	285.00	0.00	11/28/2022				No	0
100-766-536100 Property Cleanup Fees				partial board up at 2700 pine st					
841343 Total:		285.00							
Gutters by Tunyuck Total:		3,785.00							
Harbor Freight Tools 10250 431761	11/3/2022	46.94	0.00	11/28/2022				No	0
231-031-529000 Equipment				jumbo punch and chisel					
431761 Total:		46.94							
Harbor Freight Tools Total		46.94							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Harris Pest Control 10251									
120146	11/3/2022	215.00	0.00	11/28/2022				No	0
231-031-566600 Pest Control				pest spraying at 606 front st and prison					
120146 Total:		215.00							
Harris Pest Control Total:		215.00							
Hawkins Inc. 12742									
6326147	10/31/2022	5,732.00	0.00	11/28/2022				No	0
231-031-522200 Chemical Supplies				polymer for sludge treatments					
6326147 Total:		5,732.00							
Hawkins Inc. Total:		5,732.00							
Heart Technologies Inc 10258									
10260124	9/16/2022	4,494.70	0.00	11/28/2022				No	0
100-068-529000 Equipment				service cameras at river front					
10260124 Total:		4,494.70							
Heart Technologies Inc Tot		4,494.70							
Heart Technologies, Inc 12949									
32733833	10/31/2022	11,083.64	0.00	11/28/2022				No	0
100-009-550300 Telephone				phone lease 10/22					
32733833 Total:		11,083.64							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Heart Technologies, Inc To	11,083.64							
Herr Petroleum Corporation 12712									
d39636	11/1/2022	23,491.21	0.00	11/28/2022				No	0
699-000-160100 Fuel Inventory				fuel delivery 11/1/22					
	d39636 Total:	23,491.21							
d39832	11/7/2022	31,371.59	0.00	11/28/2022				No	0
699-000-160100 Fuel Inventory				fuel delivery 11/7/22					
	d39832 Total:	31,371.59							
	Herr Petroleum Corporatio	54,862.80							
i3 Broadband 12074									
25754071	10/1/2022	5,865.03	0.00	11/28/2022				No	0
100-009-550300 Telephone				I3 phones and internet 10/1-10/31/22					
	25754071 Total:	5,865.03							
26096801	11/1/2022	6,726.43	0.00	11/28/2022				No	0
100-009-550300 Telephone				I3 phones and internet 11/1-11/30/22					
	26096801 Total:	6,726.43							
	i3 Broadband Total:	12,591.46							
IL American Water 10291									
*** 210000997451	11/3/2022	88.21	0.00	11/28/2022				No	0
100-068-550100 Utilities				1000 n 14th st 10/5-11/2/22					
	210000997451 Total:	88.21							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 210001081786	11/4/2022	22.30	0.00	11/28/2022				No	0
100-068-550100 Utilities				400 s 7th st yd hy 10/6-11/3/22					
210001081786 Total:		22.30							
*** 210001171146	11/8/2022	235.68	0.00	11/28/2022				No	0
100-068-550100 Utilities				1130 koch st 10/8-11/7/22					
210001171146 Total:		235.68							
*** 210001172927	11/2/2022	97.24	0.00	11/28/2022				No	0
100-068-550100 Utilities				111 s capitol st fire protection 11/2-12/1/22					
210001172927 Total:		97.24							
*** 210001359625	11/4/2022	22.30	0.00	11/28/2022				No	0
100-068-550100 Utilities				925 court st yd hy 10/6-11/3/22					
210001359625 Total:		22.30							
*** 210002547388	11/8/2022	100.05	0.00	11/28/2022				No	0
100-068-550100 Utilities				272 derby st 10/7-11/4/22					
210002547388 Total:		100.05							
*** 210003041258	11/8/2022	22.30	0.00	11/28/2022				No	0
100-068-550100 Utilities				1118 derby st yd hy 10/8-11/7/22					
210003041258 Total:		22.30							
*** 210003090717	11/8/2022	71.66	0.00	11/28/2022				No	0
100-068-550100 Utilities				1208 koch st 10/8-11/7/22					
210003090717 Total:		71.66							
*** 210003283755	11/11/2022	27.33	0.00	11/28/2022				No	0
100-068-550100 Utilities				1842 court st yd hy 10/13-11/10/22					
210003283755 Total:		27.33							
*** 210003326348	11/2/2022	22.30	0.00	11/28/2022				No	0
100-068-550100 Utilities				800 mary st yd hy 10/4-11/1/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
210003326348 Total:		22.30							
*** 210003750453	11/11/2022	27.33	0.00	11/28/2022				No	0
100-068-550100 Utilities				1613 valle vista blvd yd hy 10/12-11/9/22					
210003750453 Total:		27.33							
2200001944051	11/11/2022	216.59	0.00	11/28/2022				No	0
100-068-550100 Utilities				1200 koch st 10/8-11/7/22					
2200001944051 Total:		216.59							
IL American Water Total:		953.29							
IL Dept of Employment Security 10322									
*** 0578820432	11/7/2022	19,403.78	0.00	11/28/2022				No	0
501-501-518200 Unemployment Insurance				unemployment insurance tax payment					
*** 0578820432	11/7/2022	513.00	0.00	11/28/2022				No	0
100-032-518200 Unemployment Insurance				unemployment insurance tax payment					
*** 0578820432	11/7/2022	1,484.00	0.00	11/28/2022				No	0
100-068-518200 Unemployment Insurance				unemployment insurance tax payment					
*** 0578820432	11/7/2022	1,084.00	0.00	11/28/2022				No	0
100-005-518200 Unemployment Insurance				unemployment insurance tax payment					
0578820432 Total:		22,484.78							
IL Dept of Employment Se		22,484.78							
IL Dept of Revenue 10298									
0955906384	11/16/2022	423.00	0.00	11/28/2022				No	0
525-000-218800 Sales Tax Payable				october 2022 fuel sales tax					
0955906384 Total:		423.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
IL Dept of Revenue Total:		423.00							
Illinois Association For Pupil Transportation									
14779									
2022-23	11/18/2022	65.00	0.00	11/28/2022				No	0
501-501-551600 Dues And Subscriptions	IAPT membership dues for saskia courtney								
2022-23 Total:		65.00							
2022-23-1	11/18/2022	65.00	0.00	11/28/2022				No	0
501-501-551600 Dues And Subscriptions	IAPT membership dues for ryan gilles								
2022-23-1 Total:		65.00							
Illinois Association For Pu		130.00							
Illinois Civil Contractors, Inc.									
11176									
*** 1	11/18/2022	69,838.22	0.00	11/28/2022				No	0
445-041-584000 Construction	sidewalk repairs 10/1-11/18/22								
1 Total:		69,838.22							
Illinois Civil Contractors, I		69,838.22							
IML									
14766									
1185	11/9/2022	35.00	0.00	11/28/2022				No	0
100-005-551000 Printing And Publications	job posting 11/8/22								
1185 Total:		35.00							
IML Total:		35.00							
Innovative Medical Therapies LLC									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14507									
1118	11/3/2022	150.00	0.00	11/28/2022				No	0
501-501-559000 Medical Expense/supplies				physical for GR					
1118 Total:		150.00							
Innovative Medical Therap		150.00							
Interstate Batteries of Centra									
10330									
20016815	10/20/2022	131.55	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				battery for truck 416					
20016815 Total:		131.55							
20017124	11/3/2022	899.50	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				10 bus batteries for stock					
20017124 Total:		899.50							
*** 20017518	11/17/2022	179.90	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				batteries for stock					
*** 20017518	11/17/2022	179.90	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				batteries for stock					
20017518 Total:		359.80							
Interstate Batteries of Cent		1,390.85							
Interstate Billing Service, Inc									
12346									
3030089563	11/9/2022	355.95	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				starter for #422					
3030089563 Total:		355.95							
3030168553	11/15/2022	816.72	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				brake chambers and slack adjusters sw7 and stock					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
3030168553 Total:		816.72							
Interstate Billing Service, I		1,172.67							
IT360, Inc. 12267 36199	11/1/2022	100.00	0.00	11/28/2022				No	0
100-009-538000 Maintenance Agreements				security awareness training					
36199 Total:		100.00							
IT360, Inc. Total:		100.00							
IWIRC 10335 371057	10/24/2022	44.00	0.00	11/28/2022				No	0
501-501-559000 Medical Expense/supplies				drug test for MJ					
371057 Total:		44.00							
371088	10/20/2022	44.00	0.00	11/28/2022				No	0
501-501-559000 Medical Expense/supplies				drug test for DM					
371088 Total:		44.00							
371172	10/31/2022	74.00	0.00	11/28/2022				No	0
501-501-559000 Medical Expense/supplies				drug test for BP					
371172 Total:		74.00							
IWIRC Total:		162.00							
Jansen, Gregory T 14781 c9402521	11/18/2022	7,925.00	0.00	11/28/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition 2220 & 2222 court					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
c9402521 Total:		7,925.00							
c9402521-1	11/18/2022	3,770.00	0.00	11/28/2022	CT8T-00oV	land		No	0
445-041-580200 Purchase Of Property				court st land acquistion 2218 court st					
c9402521-1 Total:		3,770.00							
Jansen, Gregory T Total:		11,695.00							
Kaman Fluid Power 13536									
117141001	3/7/2022	440.24	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				hose made for sw13					
117141001 Total:		440.24							
132753001	4/6/2022	311.79	0.00	11/28/2022				No	0
100-034-534000 Automotive Expense				hoses made for ladder 3					
132753001 Total:		311.79							
*** 161308001	6/7/2022	17.09	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				fitting for street dept 406					
161308001 Total:		17.09							
168779001	6/22/2022	171.11	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				hose made for pelican sweeper 430					
168779001 Total:		171.11							
*** 170189001	6/24/2022	830.84	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				2 hoses made for RC1 and for stock					
170189001 Total:		830.84							
Kaman Fluid Power Total:		1,771.07							

Key Equipment

AP-To Be Paid Proof List (11/22/2022 - 2:49 PM)

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*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List 11-25-22 (3291 : 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					
10353									
stl202619	10/14/2022	1,745.33	0.00	11/28/2022				No	0
231-033-534000 Automotive Expense				100 hour maintenance for pelican sweeper					
stl202619 Total:		1,745.33							
Key Equipment Total:		1,745.33							
Kimball Midwest									
11679									
100473853	11/9/2022	341.50	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				hydraulic couplers					
100473853 Total:		341.50							
100487829	11/14/2022	86.16	0.00	11/28/2022				No	0
100-032-522400 General Supplies				windshield deicer					
100487829 Total:		86.16							
100487994	11/14/2022	273.20	0.00	11/28/2022				No	0
100-032-522400 General Supplies				hydraulic couplers					
100487994 Total:		273.20							
100489203	11/14/2022	129.90	0.00	11/28/2022				No	0
100-032-522400 General Supplies				bolts					
100489203 Total:		129.90							
100492177	11/15/2022	494.50	0.00	11/28/2022				No	0
100-032-522400 General Supplies				hex nuts, washers for shop					
100492177 Total:		494.50							
Kimball Midwest Total:		1,325.26							
Laser Electric Inc									
10367									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
22200a	11/16/2022	97,496.00	0.00	11/28/2022				No	0
445-041-584000 Construction					traffic signal detection upgrades/gridsmart				
22200a Total:		97,496.00							
Laser Electric Inc Total:		97,496.00							
Lenz Oil Service Inc 10373									
19961	11/8/2022	5,151.25	0.00	11/28/2022				No	0
100-032-522400 General Supplies					oil for dura patch				
19961 Total:		5,151.25							
Lenz Oil Service Inc Total:		5,151.25							
LHF Compost, Inc. 11829									
1710142	11/11/2022	3,636.07	0.00	11/28/2022				No	0
223-025-566501 Compost Site Expense					yw fee 11/7-11/11/22				
1710142 Total:		3,636.07							
LHF Compost, Inc. Total:		3,636.07							
Love, Dustin 14608									
expense-1122	11/18/2022	30.00	0.00	11/28/2022				No	0
100-761-519000 Training And Education					blood alcohol operator testing 11/29-11/30/22				
expense-1122 Total:		30.00							
Love, Dustin Total:		30.00							

Lund Industries

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
14786									
102457	11/9/2022	1,740.70	0.00	11/28/2022				No	0
100-761-534000	Automotive Expense			printer mounts for squad cars					
	102457 Total:	1,740.70							
	Lund Industries Total:	1,740.70							
Lynn Peavey Company									
10929									
395215	11/10/2022	66.55	0.00	11/28/2022				No	0
100-761-522400	General Supplies			evidence supplies red evidence tape (5)					
	395215 Total:	66.55							
395216	11/10/2022	168.12	0.00	11/28/2022				No	0
100-761-522400	General Supplies			evidence supplies red evidence tape (10)					
	395216 Total:	168.12							
	Lynn Peavey Company Tot	234.67							
Macqueen Emergency									
10230									
p01244	11/8/2022	747.45	0.00	11/28/2022				No	0
100-034-534000	Automotive Expense			2 headlights for Ladder 1					
	p01244 Total:	747.45							
p01260	11/16/2022	61.86	0.00	11/28/2022				No	0
100-034-534000	Automotive Expense			filters for truck repairs					
	p01260 Total:	61.86							
	Macqueen Emergency Tota	809.31							

Major, Justin

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14785									
c9402521	11/21/2022	1,675.00	0.00	11/28/2022	CTV0-00V	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition at 2114 court st					
c9402521 Total:		1,675.00							
Major, Justin Total:		1,675.00							
Martin Hood									
14700									
182046	10/31/2022	7,683.25	0.00	11/28/2022				No	0
100-990-599999 Contingency				professional services for october 2022					
182046 Total:		7,683.25							
Martin Hood Total:		7,683.25							
Maurer-Stutz Inc									
10402									
43187	10/31/2022	1,835.90	0.00	11/28/2022				No	0
270-270-560500 Consulting Services				downtown parking lots design					
43187 Total:		1,835.90							
Maurer-Stutz Inc Total:		1,835.90							
McKesson Medical-Surgical Inc. MMSGS									
10431									
20034899	11/14/2022	978.40	0.00	11/28/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
20034899 Total:		978.40							
20034914	11/14/2022	152.50	0.00	11/28/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
20034914 Total:		152.50							
20034977	11/14/2022	154.89	0.00	11/28/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
20034977 Total:		154.89							
McKesson Medical-Surgic		1,285.79							
McMillan, Sue 10407									
*** expense-1022	11/21/2022	64.75	0.00	11/28/2022				No	0
100-001-599000 Miscellaneous				flowers for lusher					
*** expense-1022	11/21/2022	52.44	0.00	11/28/2022				No	0
100-004-520200 Office Supplies				supplies at staples for binders					
*** expense-1022	11/21/2022	47.40	0.00	11/28/2022				No	0
100-004-551000 Printing And Publications				record release of mortgage bess 916 winter					
expense-1022 Total:		164.59							
expense-1022-1	11/21/2022	26.00	0.00	11/28/2022				No	0
100-004-519000 Training And Education				annual CIMCO meeting/election of officers					
expense-1022-1 Total:		26.00							
expense-1022-2	11/21/2022	14.38	0.00	11/28/2022				No	0
100-004-518700 Mileage				filte treasurers report in peoria and tazewell counties					
expense-1022-2 Total:		14.38							
McMillan, Sue Total:		204.97							
McNeilus Truck & Manufacturing 10410									
5683439	11/11/2022	202.64	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				hydraulic pipe for sw7					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
5683439 Total:		202.64							
McNeilus Truck & Manufa		202.64							
Menards 10414 35537	10/31/2022	50.39	0.00	11/28/2022				No	0
100-007-522400 General Supplies				marking paint					
35537 Total:		50.39							
36146	11/8/2022	53.96	0.00	11/28/2022				No	0
231-031-522400 General Supplies				plugs for floor drains					
36146 Total:		53.96							
*** 36230	11/9/2022	5.98	0.00	11/28/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				wire lock for signs					
*** 36230	11/9/2022	9.52	0.00	11/28/2022				No	0
231-030-522400 General Supplies				lime stake flags					
36230 Total:		15.50							
36243	11/9/2022	18.01	0.00	11/28/2022				No	0
231-031-522400 General Supplies				nuts and threaded rod					
36243 Total:		18.01							
36327	11/10/2022	90.93	0.00	11/28/2022				No	0
100-034-534000 Automotive Expense				plugs for trucks					
36327 Total:		90.93							
36331	11/10/2022	59.99	0.00	11/28/2022				No	0
100-068-522400 General Supplies				grass seed for park ave					
36331 Total:		59.99							
36753	11/16/2022	99.99	0.00	11/28/2022				No	0
100-068-534200 Buildings And Grounds Rep				space heater for street dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	36753 Total:	99.99							
	Menards Total:	388.77							
MES Inc 10415 so1654323	11/9/2022	785.00	0.00	11/28/2022				No	0
100-034-529000 Equipment				ventis mx4 machine					
	so1654323 Total:	785.00							
	MES Inc Total:	785.00							
Midwest Construction Services, Inc. 11453 2200233	10/31/2022	660.36	0.00	11/28/2022				No	0
100-032-529000 Equipment				12 barricades					
	2200233 Total:	660.36							
	Midwest Construction Serv	660.36							
Midwest Transit Equipment 10421 r35100662601	9/30/2022	116.49	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				labor for bus 1930					
	r35100662601 Total:	116.49							
r35100663001	9/30/2022	49.93	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				labor for bus 1937					
	r35100663001 Total:	49.93							
r35100663801	9/30/2022	83.21	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				labor for bus 1963					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	r35100663801 Total:	83.21							
r35100665701	10/28/2022	360.02	0.00	11/28/2022				No	0
501-501-534000	Automotive Expense			new camera head for bus 1907					
	r35100665701 Total:	360.02							
r35100669001	11/14/2022	900.60	0.00	11/28/2022				No	0
501-501-534000	Automotive Expense			replaced sensor on bus 1949					
	r35100669001 Total:	900.60							
x10106425901	11/7/2022	158.62	0.00	11/28/2022				No	0
501-501-534000	Automotive Expense			belt for bus 1207					
	x10106425901 Total:	158.62							
x10106434701	11/7/2022	209.71	0.00	11/28/2022				No	0
501-501-534000	Automotive Expense			coolant tube for bus 1960					
	x10106434701 Total:	209.71							
x10106435101	11/7/2022	152.61	0.00	11/28/2022				No	0
501-501-534000	Automotive Expense			steering gear/arm bus 1933					
	x10106435101 Total:	152.61							
x10106435201	11/7/2022	153.98	0.00	11/28/2022				No	0
501-501-534000	Automotive Expense			laminated glass for bus 1934					
	x10106435201 Total:	153.98							
x10106435301	11/7/2022	42.25	0.00	11/28/2022				No	0
501-501-534000	Automotive Expense			prop for rear emergency door bus 1945					
	x10106435301 Total:	42.25							
x10106436801	11/7/2022	76.33	0.00	11/28/2022				No	0
501-501-534000	Automotive Expense			defroster fan for 1939					
	x10106436801 Total:	76.33							

AP-To Be Paid Proof List (11/22/2022 - 2:49 PM)

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List 11-25-22 (3291 : 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		
x10106440501	11/7/2022	27.82	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				microphone for bus 1961					
x10106440501 Total:		27.82							
x10106440601	11/4/2022	76.33	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				door switch bus 1913					
x10106440601 Total:		76.33							
x1010644701	11/7/2022	42.98	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				glass mirror for 1962					
x1010644701 Total:		42.98							
Midwest Transit Equipmen		2,450.88							
Miller Hall & Triggs									
10423									
*** 25	11/8/2022	20,077.00	0.00	11/28/2022				No	0
100-003-560600 Corporate Counsel Fees				general legal matters 10/2022					
*** 25	11/8/2022	819.00	0.00	11/28/2022				No	0
100-003-561001 Legal Services - Police Labor				simmon case 10/2022					
*** 25	11/8/2022	4,299.50	0.00	11/28/2022				No	0
100-003-560600 Corporate Counsel Fees				ordinance violations 10/2022					
*** 25	11/8/2022	1,357.25	0.00	11/28/2022				No	0
100-003-560600 Corporate Counsel Fees				liquor commission 10/2022					
*** 25	11/8/2022	66.00	0.00	11/28/2022				No	0
100-003-561002 Legal Services - Fire Labor				fire matters 10/2022					
*** 25	11/8/2022	1,450.00	0.00	11/28/2022				No	0
100-003-560600 Corporate Counsel Fees				zba/planning commission 10/2022					
*** 25	11/8/2022	1,932.00	0.00	11/28/2022				No	0
100-003-561003 Legal Services - Teamsters				general labor matters 10/2022					
*** 25	11/8/2022	473.00	0.00	11/28/2022				No	0
100-003-561001 Legal Services - Police Labor				police matters 10/2022					
*** 25	11/8/2022	132.00	0.00	11/28/2022				No	0
699-069-569000 Other Contractual Service				general unit matters 10/2022					
*** 25	11/8/2022	242.00	0.00	11/28/2022				No	0
525-525-560600 Corporate Counsel Fees				airport legal matters 10/2022					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
25 Total:		30,847.75							
Miller Hall & Triggs Total:		30,847.75							
Missouri Network Alliance 14626 45289	11/1/2022	9,089.50	0.00	11/28/2022				No	0
100-009-550300 Telephone				fiber from blue bird					
45289 Total:		9,089.50							
Missouri Network Alliance		9,089.50							
MyFleetCenter.Com 13381 15481	11/17/2022	95.52	0.00	11/28/2022				No	0
100-007-534000 Automotive Expense				oil change on 2013 F150 engineering dept					
15481 Total:		95.52							
MyFleetCenter.Com Total:		95.52							
NAPA Auto Parts of Pekin 10441 520542	11/7/2022	10.32	0.00	11/28/2022				No	0
100-034-534000 Automotive Expense				plug end terminals for engine 5					
520542 Total:		10.32							
520543	11/7/2022	6.99	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				hydro adapters for truck 406					
520543 Total:		6.99							
520748	11/8/2022	6.99	0.00	11/28/2022				No	0
100-034-529000 Equipment				push bt for saw/fire dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
520748 Total:		6.99							
521228	11/14/2022	132.38	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				hose fitting and ends for truck 423 street dept					
521228 Total:		132.38							
NAPA Auto Parts of Pekin		156.68							
Neaveill, Tyler 13154 expense-1122	11/21/2022	30.00	0.00	11/28/2022				No	0
100-761-519000 Training And Education				blood alcohol operator testing 11/29-11/30/22					
expense-1122 Total:		30.00							
Neaveill, Tyler Total:		30.00							
On-Target Solutions Group 13391 3363	10/24/2022	590.00	0.00	11/28/2022				No	0
100-761-519000 Training And Education				internal affairs training for jones and hutchinson					
3363 Total:		590.00							
On-Target Solutions Group		590.00							
Pace Analytical Services 10473 i9517605	6/30/2022	5,320.39	0.00	11/28/2022				No	0
231-031-561300 Testing Fees And Expenses				lab testing 5/23-6/17-22					
i9517605 Total:		5,320.39							
i9534261	10/31/2022	2,636.37	0.00	11/28/2022				No	0
231-031-561300 Testing Fees And Expenses				lab testing 9/26-10/12/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
i9534261 Total:		2,636.37							
Pace Analytical Services To		7,956.76							
Pekin Public Library 10488									
11152022	11/21/2022	75,265.87	0.00	11/28/2022				No	0
100-990-496200 PPRT Tax Clearing Acct				EOM october 2022 personal property replacement tax					
11152022 Total:		75,265.87							
Pekin Public Library Total:		75,265.87							
Public Agency Training Council 11592									
264907	10/25/2022	695.00	0.00	11/28/2022				No	0
100-761-519000 Training And Education				hostage negotiations training/ward					
264907 Total:		695.00							
Public Agency Training Co		695.00							
Rainbo Oil Co 10534									
*** 9157284	11/4/2022	259.73	0.00	11/28/2022				No	0
501-501-534000 Automotive Expense				bulk antifreeze/window wash and core					
*** 9157284	11/4/2022	409.98	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				bulk antifreeze/window wash and def					
*** 9157284	11/4/2022	409.99	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				bulk antifreeze/window wash and def					
9157284 Total:		1,079.70							
Rainbo Oil Co Total:		1,079.70							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Ranney, Seth 11321									
*** expense-1122	11/16/2022	41.00	0.00	11/28/2022				No	0
100-761-592604 Emergency Services Team				fix broke key that broke off lock of gunbox					
expense-1122 Total:		41.00							
Ranney, Seth Total:		41.00							
Ray O'Herron Co Inc 10539									
2233152	11/14/2022	507.42	0.00	11/28/2022				No	0
100-034-529000 Equipment				coat/ jacket for new hires/steinbach/darrow/ cummings					
2233152 Total:		507.42							
Ray O'Herron Co Inc Total		507.42							
Roanoke Concrete Products 10553									
222220	11/2/2022	395.00	0.00	11/28/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary pipe repair on hilltop dr					
222220 Total:		395.00							
222297	11/3/2022	255.50	0.00	11/28/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				white rock no ash for sanitary pipe 707 prince					
222297 Total:		255.50							
Roanoke Concrete Product		650.50							
SAFEBuilt, LLC 14115									
0093721in	10/31/2022	8,500.00	0.00	11/28/2022				No	0
100-793-569000 Other Contractual Service				building inspections for october 2022					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	0093721in Total:	8,500.00							
	SAFEBuilt, LLC Total:	8,500.00							
Schwartz Electric 10579 17140	11/11/2022	3,307.50	0.00	11/28/2022				No	0
100-990-599999 Contingency				julie locates 10/26-11/8/22					
	17140 Total:	3,307.50							
	Schwartz Electric Total:	3,307.50							
Scottsdale Brothers LLC 14780 c9402521	11/21/2022	3,375.00	0.00	11/28/2022	CTV0-00V	land		No	0
445-041-580200 Purchase Of Property				court st land acquisition at 2400 court					
	c9402521 Total:	3,375.00							
	Scottsdale Brothers LLC T	3,375.00							
Seico Inc 10587 50171	10/25/2022	754.00	0.00	11/28/2022				No	0
100-763-522400 General Supplies				200 access cards					
	50171 Total:	754.00							
	Seico Inc Total:	754.00							
SHI International Corp 12297 b15978495	10/14/2022	852.00	0.00	11/28/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-009-538000 Maintenance Agreements				CISCO maintenance 10/11/22-10/10/23					
b15978495 Total:		852.00							
SHI International Corp Tot		852.00							
Springfield Electric Supply 11502									
s010154458001	10/7/2022	70.30	0.00	11/28/2022				No	0
525-525-534400 Equipment Repairs				airfield lighting bulbs replacement					
s010154458001 Total:		70.30							
Springfield Electric Supply		70.30							
Stafford, Jason 13914									
expense-1122	11/21/2022	15.00	0.00	11/28/2022				No	0
501-501-554200 Meals/Lodging				bus charter to normal II 11/12/22					
expense-1122 Total:		15.00							
Stafford, Jason Total:		15.00							
T Shirt House 10628									
97946	11/10/2022	108.00	0.00	11/28/2022				No	0
100-764-554300 Uniforms And Tools				embroidery on uniform jackets/records dept					
97946 Total:		108.00							
T Shirt House Total:		108.00							
Tazewell County Animal Control 10637									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
102208	11/7/2022	3,828.91	0.00	11/28/2022				No	0
100-761-566700 Care Of Stray Animals				month of october 2022					
102208 Total:		3,828.91							
Tazewell County Animal C		3,828.91							
TCI Companies, Inc 10661									
w69259	11/6/2022	275.00	0.00	11/28/2022				No	0
231-030-569000 Other Contractual Service				located sewer lateral at 1006 irene					
w69259 Total:		275.00							
TCI Companies, Inc Total:		275.00							
Thomson Reuters 12771									
847290081	11/1/2022	242.42	0.00	11/28/2022				No	0
100-009-538000 Maintenance Agreements				clear law inserts 10/1-10/31/22					
847290081 Total:		242.42							
Thomson Reuters Total:		242.42							
Topless Tree Service 14332									
2025	11/13/2022	1,188.00	0.00	11/28/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed stump at 328 broadway 11/9/22					
2025 Total:		1,188.00							
Topless Tree Service Total:		1,188.00							
Tractor Supply Co									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10659									
301200159703	10/11/2022	32.99	0.00	11/28/2022				No	0
100-032-529000 Equipment				post pounder					
301200159703 Total:		32.99							
Tractor Supply Co Total:		32.99							
Tradecraft Training LLC									
14787									
11042022	11/4/2022	100.00	0.00	11/28/2022				No	0
100-763-519000 Training And Education				connected car investigations/virtual training/beecher					
11042022 Total:		100.00							
Tradecraft Training LLC To		100.00							
Truck Centers Inc									
10664									
f14038193401	11/10/2022	18.34	0.00	11/28/2022				No	0
223-026-534000 Automotive Expense				toggle switch for RC1					
f14038193401 Total:		18.34							
f14038243301	11/16/2022	615.20	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				header bolt for sw stock					
f14038243301 Total:		615.20							
f14038374101	11/3/2022	130.83	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				accelerator pedal for sw13					
f14038374101 Total:		130.83							
f14038436701	11/10/2022	22.56	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				quick release valve sw11					
f14038436701 Total:		22.56							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
f14038439801	11/10/2022	156.72	0.00	11/28/2022				No	0
223-023-534000 Automotive Expense				air dryer cartridge/stock					
f14038439801 Total:		156.72							
r14007542301	11/10/2022	1,785.23	0.00	11/28/2022				No	0
100-032-534000 Automotive Expense				labor/parts for truck 23					
r14007542301 Total:		1,785.23							
Truck Centers Inc Total:		2,728.88							
Uline									
11578									
783218282	11/7/2022	533.06	0.00	11/28/2022				No	0
501-501-529000 Equipment				mail drop box for trip sheets					
783218282 Total:		533.06							
81972150	11/16/2022	1,544.59	0.00	11/28/2022				No	0
501-501-529000 Equipment				174 garbage cans for buses					
81972150 Total:		1,544.59							
Uline Total:		2,077.65							
UniFirst First Aid & Safety									
10749									
a127584	11/17/2022	183.31	0.00	11/28/2022				No	0
501-501-569000 Other Contractual Service				replenish 1st aid cabinet					
a127584 Total:		183.31							
UniFirst First Aid & Safety		183.31							
United Ready Mix Inc									
11485									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
56093	10/31/2022	420.05	0.00	11/28/2022				No	0
231-033-564100 Drainage Improvements				white wash rock for catch basin repairs sierra dr					
56093 Total:		420.05							
United Ready Mix Inc Tota		420.05							
Unity School Bus Parts 14788									
0534871in	11/11/2022	214.49	0.00	11/28/2022				No	0
501-501-529000 Equipment				16 garbage cans for buses					
0534871in Total:		214.49							
Unity School Bus Parts To		214.49							
University of Illinois 11803									
upi11238	10/31/2022	125.00	0.00	11/28/2022				No	0
100-761-519000 Training And Education				master ACT training/damrom					
upi11238 Total:		125.00							
University of Illinois Total:		125.00							
Verizon 14122									
9918933678	10/23/2022	87.68	0.00	11/28/2022				No	0
100-009-550300 Telephone				police dept cell 9/24-10/23/22					
9918933678 Total:		87.68							
9918933680	10/23/2022	1,035.70	0.00	11/28/2022				No	0
100-009-550300 Telephone				fire dept cell 9/24-10/23/22					
9918933680 Total:		1,035.70							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
9919723827	11/3/2022	4,038.80	0.00	11/28/2022				No	0
100-009-550300 Telephone				city hall cell 10/4-11/3/22					
9919723827 Total:		4,038.80							
9919723828	11/3/2022	1,858.70	0.00	11/28/2022				No	0
100-009-550300 Telephone				fire dept cell 10/4-11/3/22					
9919723828 Total:		1,858.70							
9919723830	11/3/2022	1,910.54	0.00	11/28/2022				No	0
501-501-555000 Radio Expense				cell phone for buses					
9919723830 Total:		1,910.54							
Verizon Total:		8,931.42							
Ward, Michael 10692 expense-1222	11/21/2022	1,131.84	0.00	11/28/2022				No	0
100-761-519000 Training And Education				hostage negotiations phase III 12/4-12/10/22					
expense-1222 Total:		1,131.84							
Ward, Michael Total:		1,131.84							
Waste Management 12524									
000144820701	11/1/2022	4,211.95	0.00	11/28/2022				No	0
231-031-536400 Sludge Removal				10 yard dumpster service 10/17-10/31/22					
000144820701 Total:		4,211.95							
318806920704	11/3/2022	1,303.69	0.00	11/28/2022				No	0
231-031-536400 Sludge Removal				2 yard dumpster service 11/1/22					
318806920704 Total:		1,303.69							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	Waste Management Total:	5,515.64							
Wayne Litwiller Excavating Inc 10695									
79735	11/7/2022	12,500.00	0.00	11/28/2022				No	0
100-766-536100 Property Cleanup Fees				demo/fire damage clean up 248 derby					
	79735 Total:	12,500.00							
	Wayne Litwiller Excavatin	12,500.00							
WebDesign309.com/309 Marketing 14719									
17865	9/16/2022	8,000.00	0.00	11/28/2022				No	0
501-501-569000 Other Contractual Service				hiring campaign & marketing					
	17865 Total:	8,000.00							
	WebDesign309.com/309 M	8,000.00							
	Report Total:	721,909.13							

Attachment: To Be Paid Proof List 11-25-22 (3291 : Accounts Payable To Be Paid Proof List thru

**REQUEST FOR COUNCIL ACTION**

Agenda Date: November 28, 2022
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Animal Control - October 2022

REQUIRED SIGNATURES

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

City Manager:
Date:

Tazewell County Animal Control

INVOICE

21314 IL Route 9
 PO Box 158
 Tremont, IL 61568
 Phone: (309)925-3370
 Fax: (309) 925-3633

INVOICE #	DATE
10-2208	11/07/2022

BILL TO

City of Pekin
 111 S. Capitol St. Room 242
 Pekin, IL 61554

DESCRIPTION	AMOUNT
City Contract Fee – October Services Rendered 10/01/2022 – 11/01/2022	\$3,828.91
Thank you!	TOTAL \$ 3,828.91

Attachment: Animal Control Billing - October 2022 (3287 : Animal Control - October 2022)

Tazewell County Animal Control**Case Intake Register 10-01-2022 to 10-31-2022**

Record count on this entire report: 138

Run Date: 11-09-2022 10:21:53 AM by Libby Aeschleman

FAX: (309) 925-3633

Group By Municipality
Order By Municipality
Page Number: 11 of 19

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
10-07-2022 2	10-07-2022	Stray/Aco Pickup Pickup location: Summer/derby, Pekin, IL 61554	Naylor, Anthony	Gary Boswell	#197268/M/Dog/Coonhound Buddy/Large/Adult/Brindle	12340
10-22-2022 5	10-22-2022	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Naylor, Anthony	Anna Livengood	#161728/M/Dog/Pit Bull Duke/Medium/Adult/Blue/Brindle	12420
10-19-2022 2	10-19-2022	Stray/Aco Pickup Pickup location: 1228 Summer St, Pekin, IL 61554	Naylor, Anthony	Crystal And Lucas...	#157720/F/Dog/Pit Bull Bella/Blue/White	12405
10-28-2022 8	10-28-2022	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Vonrohr, Jordan	Teri Pearson	#162739/F/Dog/Pit Bull Leah/Large/Adult/Black/Tan	12450
10-28-2022 7	10-28-2022	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Vonrohr, Jordan	Teri Pearson	#161551/F/Dog/Pit Bull Bella/Large/Adult/Black/Brown	12450
10-14-2022 5	10-14-2022	Quarantine/Aco Pickup Pickup location: 1202 S Capitol St, Pekin, IL 61554	Vonrohr, Jordan	Erika Coffey	#173692/F/Dog/Pit Bull Piper/Large/Adult/Chocolate/White	12380
10-18-2022 18	10-18-2022	Euthanasia Request Bite/Aco Pickup Pickup location: 1417 Lake St, Pekin, IL 61554	Vonrohr, Jordan	William And Sonia...	#190699/M/Dog/Miniature Pinscher Presley/Black/Brown	12401
10-09-2022 4	10-09-2022	Wildlife/Aco Pickup Pickup location: 217 Cooper, Pekin, IL 61554	Yocum, Joey Warren		#210895/U/Other/Raccoon Gumpy/Medium	12348
10-11-2022 3	10-11-2022	Unwanted/Aco Pickup Pickup location: 3 Starcewich Court, Pekin, IL 61554	Vonrohr, Jordan		#211028/M/Cat/Dsh Bruce/Large/Adult/Black	12358
10-20-2022 10	10-20-2022	Confiscated/Aco Pickup Pickup location: 206 Washington, Pekin, IL 61554	Naylor, Anthony		#211517/F/Dog/Chihuahua Daisy/Tan	12415
10-27-2022 6	10-27-2022	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Jeremy Schisler	#211902/M/Cat/Dsh Castio	
10-22-2022 4	10-22-2022	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Naylor, Anthony	Jennifer Welsh	#211579/F/Dog/Terrier Ghost/millie/White/Brown	12419
10-28-2022 1	10-28-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211909/M/Dog/Pit Bull Jason/Large/Adult/Gray/White	
10-20-2022 4	10-20-2022	Confiscated/Aco Pickup Pickup location: 347 Derby St, Pekin, IL 61554	Vonrohr, Jordan	Trisha Cornwall	#211470/F/Dog/Pit Bull Jane/Large/Adult/Black/White	12412
10-11-2022 2	10-11-2022	Stray/Aco Pickup Pickup location: 2306 Court St, Pekin, IL 61554	Vonrohr, Jordan		#211027/U/Cat/Dsh Court/Large/Adult/White/Black	12357
10-18-2022 19	10-18-2022	Euthanasia Request Bite/Owner... Pickup location: Not specified or see notes		William And Sonia...	#204953/M/Dog/Yorkshire Terrier Baby Boy/Black/Brown	
10-04-2022 2	10-04-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes		Paige Railey	#198377/F/Cat/Dsh Kitty/Large/Adult/Gray/White	
10-17-2022 1	10-17-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes		Paige Railey	#198377/F/Cat/Dsh Kitty/Large/Adult/Gray/White	

Tazewell County Animal Control

Record count on this entire report: 138

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FAX: (309) 925- 3633

Case Intake Register 10-01-2022 to 10-31-2022Group By Municipality
Order By Municipality
Page Number: 12 of 19

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
10-20-2022 5	10-20-2022	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Jacob Austiff	#211509/M/Dog/Labrador Retriever Diesel/Large/Adult/Brindle	12415
10-20-2022 7	10-20-2022	Confiscated/Aco Pickup Pickup location: 206 Washington, Pekin, IL 61554	Naylor, Anthony	Stevie Gordon	#211514/F/Dog/Pit Bull Katrina/Black/White	12415
10-20-2022 8	10-20-2022	Confiscated/Aco Pickup Pickup location: 206 Washington, Pekin, IL 61554	Naylor, Anthony	Stevie Gordon	#211515/F/Dog/Chihuahua Flower/Tan	12415
10-20-2022 9	10-20-2022	Confiscated/Aco Pickup Pickup location: 206 Washington, Pekin, IL 61554	Naylor, Anthony	Stevie Gordon	#211516/F/Dog/Chihuahua Pookie/Tan	12415
10-20-2022 6	10-20-2022	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Elizabeth Miller	#211513/F/Cat/Dsh Kiwi/Large/Adult/Tortoise Shell/Calico	
10-12-2022 3	10-12-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211107/U/Cat/Dsh Dennison/Small/Kitten/Black	
10-12-2022 4	10-12-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211108/F/Cat/Dsh Dani/Small/Kitten/Dilute/Tortoise Shell	
10-12-2022 5	10-12-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211109/F/Cat/Dsh Allison/Small/Kitten/Dilute/Tortoise Shell	
10-12-2022 6	10-12-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211111/F/Cat/Dsh Love/Large/Adult/Black/White	
10-12-2022 7	10-12-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211112/U/Cat/Dsh Evo/Large/Adult/Tabby/White	
10-12-2022 8	10-12-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211113/U/Cat/Dsh Arnold/Large/Kitten/Tabby/White	
10-12-2022 9	10-12-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211114/U/Cat/Dsh Palmer/Large/Kitten/Brown/Tabby	
10-12-2022 10	10-12-2022	Unwanted/Aco Pickup Pickup location: 528 Hennetta, 10, Pekin, IL 61554	Naylor, Anthony	Shawna Wertz	#211115/F/Dog/Mastiff Athena/Large/Puppy/Tan	12374
10-13-2022 1	10-13-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211149/F/Cat/Dsh Blair/Medium/Kitten/Black/White	
10-13-2022 2	10-13-2022	Stray/Aco Pickup Pickup location: 2306 Court St, Pekin, IL 61554	Naylor, Anthony		#211157/F/Cat/Dsh Muse/Gray	12379
10-14-2022 1	10-14-2022	Stray/Aco Pickup Pickup location: 1006 S 2nd St, Pekin, IL 61554	Naylor, Anthony		#211161/F/Dog/Pit Bull Lily/Gray/White	12381
10-21-2022 1	10-21-2022	Stray/Aco Pickup Pickup location: 1411 Hillview, Pekin, IL 61554	Naylor, Anthony		#211574/U/Cat/Dsh Hollow/Black/White	12417
10-22-2022 1	10-22-2022	Wildlife/Aco Pickup Pickup location: 1600 S 5th St, Pekin, IL 61554	Naylor, Anthony		#211576/U/Other/Squirrel Chuckey	12418

Tazewell County Animal Control**Case Intake Register 10-01-2022 to 10-31-2022**

Record count on this entire report: 138
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 FAX: (309) 925- 3633

Group By Municipality
 Order By Municipality
 Page Number: 13 of 19

Municipality:

PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
10-22-2022 2	10-22-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211577/U/Cat/Dsh Buff/Large/Adult/Buf/White	
10-14-2022 2	10-14-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211167/M/Cat/Dsh Billy/Small/Kitten/Black	
10-14-2022 7	10-14-2022	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Vonrohr, Jordan	Shane Fischer	#211178/F/Dog/Mastiff Deor/Large/Adult/Black	12389
10-14-2022 3	10-14-2022	Stray/Aco Pickup Pickup location: 1411 Hillview Drive, Pekin, IL 61554	Naylor, Anthony		#211168/U/Cat/Dsh Slender/Black/White	12383
10-14-2022 4	10-14-2022	Stray/Aco Pickup Pickup location: 1101 S 9th, Pekin, IL 61554	Naylor, Anthony		#211169/U/Bird/Cardinal Burke	12385
10-18-2022 1	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211277/U/Cat/Dsh Flipper/Large/Adult/Gray	
10-03-2022 1	10-03-2022	Quarantine/Aco Pickup Pickup location: 1015 S Capitol St, Pekin, IL 61554	Naylor, Anthony	Carla Henrichs	#210766/F/Cat/Dsh Kitty/Black	12313
10-18-2022 4	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211338/F/Cat/Dsh Thir/3er/Small/Kitten/Gray/White	
10-06-2022 3	10-06-2022	Stray/Aco Pickup Pickup location: 18119 11 Rt 9, Pekin, IL 61554	Yocum, Joey Warren		#210833/U/Other/Coyote Ugly	12329
10-06-2022 4	10-06-2022	Stray/Aco Pickup Pickup location: 1254 Florence Avenue, A, Pekin, IL 61554	Naylor, Anthony		#210834/U/Cat/Dmh Zombie/Black	12330
10-18-2022 5	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211339/F/Cat/Dsh The First Born Son/Small/Kitten/Gray/White	
10-18-2022 6	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211340/M/Cat/Dsh The Torso/Small/Kitten/Gray	
10-18-2022 7	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211341/F/Cat/Dsh The Bound Woman/Small/Kitten/Gray/Tabby	
10-18-2022 8	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211342/F/Cat/Dsh The Withered Lover/Small/Kitten/Brown/White	
10-18-2022 9	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211343/F/Cat/Dsh The Torn Prince/Small/Kitten/Black/White	
10-18-2022 10	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211344/M/Cat/Dsh The Angry Princess/Small/Kitten/Gray/Tabby	
10-18-2022 11	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211345/F/Cat/Dsh The Pilgrimage/Small/Kitten/Gray/White	
10-18-2022 12	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211346/M/Cat/Dsh The Great Child/Small/Kitten/Gray/White	

Tazewell County Animal Control**Case Intake Register 10-01-2022 to 10-31-2022**

Record count on this entire report: 138
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 FAX: (309) 925- 3633

Group By Municipality
 Order By Municipality
 Page Number: 14 of 19

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
10-18-2022 13	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211347/F/Cat/Dsh The Dire Mother/Small/Kitten/Brown/White	
10-18-2022 14	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211348/M/Cat/Dsh The Hammer/Small/Kitten/Gray/Tabby	
10-18-2022 15	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211349/F/Cat/Dsh The Jackal/Small/Kitten/Brown/White	
10-18-2022 17	10-18-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211351/F/Cat/Dsh The Broken Heart/Small/Kitten/Black/White	
10-07-2022 3	10-07-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#210867/M/Cat/Dsh Dusk/Medium/Adult	
10-07-2022 4	10-07-2022	Stray/Aco Pickup Pickup location: 1411 Hillview, Pekin, IL 61554	Naylor, Anthony		#210884/M/Cat/Dsh Blackjack/Black	12343
10-26-2022 4	10-26-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211869/U/Cat/Dsh Charlotte/Large/Adult/Black	
10-28-2022 2	10-28-2022	Stray/Aco Pickup Pickup location: 221 Margaret St, Pekin, IL 61554	Naylor, Anthony		#211922/F/Cat/Dsh Watts/Gray/White	12442
10-28-2022 5	10-28-2022	Stray/Aco Pickup Pickup location: 1411 Hillview, Pekin, IL 61554	Naylor, Anthony		#211934/U/Cat/Dsh Raim/Black	12444
10-31-2022 3	10-31-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211971/M/Cat/Dsh Doug/Large/Adult/Gray/White	
10-04-2022 3	10-04-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#210797/F/Cat/Dsh Frenchie/Large/Adult/Calico	
10-31-2022 1	10-31-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211951/M/Dog/Husky Hudson/Large/Adult/Black/White	
10-11-2022 4	10-11-2022	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Edward Tangman	#211039/M/Cat/Dsh Dash/Large/Adult/Tabby/White	
10-11-2022 5	10-11-2022	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Edward Tangman	#211040/M/Cat/Dsh Theo/Large/Adult/Tabby/White	
10-11-2022 6	10-11-2022	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Edward Tangman	#211041/M/Cat/Dsh Reindeer/Large/Adult/White/Orange	
10-31-2022 6	10-31-2022	Stray/Aco Pickup Pickup location: 4 N 20th St, Pekin, IL 00000	Naylor, Anthony		#211975/U/Cat/Dsh Buffy/Large/Adult/Bruff/White	12459
10-14-2022 6	10-14-2022	Stray/Aco Pickup Pickup location: 111 S Capitol St, Pekin, IL 61554	Vomrohr, Jordan	Weidman, Brittny...	#206789/F/Dog/Mastiff Indical/Large/Adult/Brindle	12389
10-31-2022 7	10-31-2022	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Toni And Ronald...	#211977/F/Dog/Pit Bull Sasha/Large/Adult/Tan	

Tazewell County Animal Control**Case Intake Register 10-01-2022 to 10-31-2022**

Record count on this entire report: 138
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 FAX: (309) 925- 3633

Group By Municipality
 Order By Municipality
 Page Number: 15 of 19

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
10-25-2022 2	10-25-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211761/F/Dog/Pit Bull Thelma/Large/Adult/Brown	
10-25-2022 3	10-25-2022	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#211762/F/Dog/Pit Bull Louise/Large/Adult/Brown/White	
10-28-2022 6	10-28-2022	Confiscated/Aco Pickup Pickup location: 515 Elizabeth St, Pekin, IL 61554	Vonrohr, Jordan	Mark Webb	#141244/M/Dog/Chihuahua Boomer/Small/Adult/Cream	12446
10-11-2022 1	10-11-2022	Confiscated/Aco Pickup Pickup location: 2008 Sheridan Road, Pekin, IL 61554	Vonrohr, Jordan	Brian P Heskett	#211002/M/Dog/Boxer Scout/Large/Puppy/Brindle	12356
End of Group		Group count: 76				



REQUEST FOR COUNCIL ACTION

Agenda Date: November 28, 2022
To: Council Members
From: Bruce Marston, Interim City Manager/Finance Director

AGENDA ITEM: State of Illinois Illinois Commerce Commission Stipulated Agreement 2237

DESCRIPTION: This item is an agreement between the City of Pekin, the State of Illinois Commerce Commission, and Illinois Central Railroad Company for crossing updates at the highway rail grade railroad crossing on Koch Street. This agreement is for a proposed crossing project to install automatic flashing light signals and gates, controlled by CWT circuitry. The Illinois Central Railroad Company will complete the project utilizing funds from the Illinois Commerce Commission and the City of Pekin will bear no cost for the proposed improvements nor maintenance of these items. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount:
 Line Item:
 Budgeted Amount: N/A
 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):


Sue McMillan, City Clerk

11/23/2022

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

11/23/2022

Bruce Q Marston

Bruce Q Marston, Interim City Manager/Finance Director

11/23/2022

Date:

City Manager:

Date:

STATE OF ILLINOIS


**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Brian Vercruysse

Rail Safety Program Administrator

November 03, 2022

Mr. Nick Burwell
Manager of Public Projects
Illinois Central Railway Company
17641 S. Ashland Ave.
Homewood, IL 60430
nicholas.burwell@cn.ca

Ms. Cynthia Watters, P.E.
Bureau of Safety Programs and Engineering
Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, IL 62764
Attn: Bill Pearsall, P.E.

Mayor Mark Luft
City of Pekin
111 North Capitol St.
Pekin, IL 61554
mluft@ci.pekin.il.us

Ms. Watters, Mr. Bruwell, and Mayor Luft:

Enclosed are copies of Stipulated Agreement **2237** concerning safety improvements at the Koch Street highway-rail grade crossing (**AAR/DOT #292679H railroad milepost 10.30-B**) of the IC's track in the City of Pekin, Tazewell County, Illinois; and.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to our office or the terms of the Agreement shall be renegotiated or declared void.

Please read the entire Agreement before execution. In addition, IC must submit Project Manager Information (see Exhibit E). If any changes are required, the sheets are to be corrected and submitted to this office along with the executed Agreement.

IC is hereby notified that not less than the prevailing rate of wages, as established by the Illinois Prevailing Wage Act, shall be paid to all laborers, mechanics, and other workers who are not IC's employees but who are retained by IC to perform construction or demolition work under the attached agreement or any related (sub)contract(s). The prevailing rate of wages are revised by the Illinois Department of Labor and are available on that department's official website or by calling (217) 782-6206.

We urge all parties to act expeditiously in executing the agreement so that the Commission will be in a position to enter an early Order in this matter.

Ms. Watters, Mr. Burwell and Mr Luft.
November 03, 2022
Page Two

Thank you for your prompt attention to this matter. If you have any questions, or need additional information, please contact Luis Felix, Railroad Safety Specialist, at (217) 557-1287, or Luis.Felix@illinois.gov.

Very truly yours,



Brian Vercruysse
Rail Safety Program Administrator

Enclosure

cc: Justine Reeise, City of Pekin Public Works

LF

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2237**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), the Illinois Central Railroad Company (Company), City of Pekin (City), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through staff evaluation that inquiry should be made into the matter of improving public safety at the Koch Street highway-rail grade crossing (AAR/DOT #292679H railroad milepost 10.30-B) of the Company's track in the City of Pekin, Tazewell County, Illinois; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law (MFT) be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Replace the existing antiquated automatic flashing light signals and control circuitry with new automatic flashing light signals and gates with a bell controlled by constant warning time circuitry, and equipped with an event recorder and a remote monitoring system, by the Company.

Section 3 The Company has prepared a preliminary “detailed” cost estimate and circuit plans to accomplish the proposed safety improvements, which may be required by Commission Order. The cost estimate and circuit plans are attached and incorporated herein by reference as Exhibit B.

Section 4 The Company shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed signal improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed signal improvements should be eighteen (18) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

COST DIVISION TABLE					
IMPROVEMENT	EST. COST	GCPF	TOWNSHIP	COMPANY	IDOT
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry	\$366,502	(95%) \$348,177 ²	\$0	(5%) \$18,325 ¹	\$0
Temporary STOP Signs not required	Not Required	N/A	N/A	N/A	N/A
TOTALS	\$366,502	\$348,177²	\$0	\$18,325¹	\$0

Notes:

¹GCPF assistance for the installation of automatic warning devices at the Koch Street crossing not to exceed \$366,502; any installation costs above the total estimated amount of \$348,177 will be divided in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

²Company responsible for all future operation and maintenance costs associated with the new automatic warning devices at the Koch Street crossing.

Section 6 The City is not required to pay any portion of the cost for the proposed improvements.

Section 7 Special Provisions: The Company is responsible for all future costs associated with the operation and maintenance of the new automatic warning devices in accordance with the following parts of Title 49 - Code of Federal Regulations (CFR): 49 CFR 214 - Railroad Worker Safety; 49 CFR 228 - Hours of Service of Railroad Employees; 49 CFR 233 - Signal Systems Recording Requirements; and 49 CFR 234 Grade Crossing Signal System Safety.

The Company shall review the Project Manager Information portion of the Project Status Report sheets, attached as Exhibits E. If any changes are required, the sheet must be corrected and returned with this executed Agreement.

The Company shall, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit E regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing

information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and City Project Manager.

All bills for the automatic warning devices specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. The Department shall reimburse the Company and the Township in accordance with the State Prompt Payment Act (Illinois Compiled Statutes, 30 ILCS 540/).

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The final bill for expenditures from each party shall be clearly marked "Final Bill". The Department shall not obligate any assistance from the Grade Crossing Protection Fund for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the Grade Crossing Protection Fund should be deobligated. Upon completion of the review, the Commission shall notify the Department to deobligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 8 Billing: For all work specified in this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available to the Department. The minimum documentation that must be made available is outlined below:

- a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the project.
- e) Supervision - Copies of employee work hours charged to the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.

- i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
- k) Travel - Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 9 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 3rd day of November 2022.



Brian Vercruysse
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2237, executed by Commission Staff on November 03, 2022, concerning safety improvements at the Koch Street (AAR/DOT #292679H, railroad milepost 10.30-B) highway-rail grade crossing of the Illinois Central Railroad's track in the City of Pekin, Tazewell County, Illinois.

Executed by the Illinois Central Railroad Company this ____ day of _____202__.

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Illinois Commerce Commission Stipulated Agreement 2237, executed by Commission Staff on November 03, 2022, concerning safety improvements at the Koch Street (AAR/DOT #292679H, railroad milepost 10.30-B) highway-rail grade crossing of the Illinois Central Railroad's track in the City of Pekin, Tazewell County, Illinois.

Executed by the City of Pekin this ____ day of
____ 202 ____.

CITY OF PEKIN

BY:

Illinois Commerce Commission Stipulated Agreement 2237, executed by Commission Staff on November 03, 2022, concerning safety improvements at the Koch Street (AAR/DOT #292679H, railroad milepost 10.30-B) highway-rail grade crossing of the Illinois Central Railroad's track in the City of Pekin, Tazewell County, Illinois.

Executed by the Illinois Department of Transportation this ____day of _____202____.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Cynthia L. Walters, P.E.
Bureau Chief of Safety
Programs and Engineering

SA 2237

Exhibit A
Page 1ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**GENERAL INFORMATION:** See Location Sketch (Page 3)

RAILROAD	Illinois Central Railroad Company (IC)
USDOT#, MILEPOST	292679H, railroad milepost 10.30-B
STREET, CITY, COUNTY	Koch Street, City of Pekin, Tazewell County, Illinois
JURISDICTION (RDWY)	City of Pekin
LOCATION	Urban
ROADWAY SURFACE	Oil/Chip; 38'; Fair Condition

CROSSING DATA: Also see Location Sketch (Page 3) for roadway profile.

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
N-S	Timber/Asphalt	46	Fair

ROADWAY DATA: See Location Sketch (Page 3)

INTERSECTING ROADS:	None within 500 feet
TRAFFIC CONTROL	N/A
ADT & SPEED	2000 ADT @ 30 mph
TRAFFIC TYPE	Passenger Cars, School Buses, Hazmat Vehicles all possible.
ADVANCE WARNING	Yes
PAVEMENT MARKING	No

RAILROAD DATA: See Location Sketch (Page 3)

FREIGHT TRAFFIC	6/day @ 25 MPH
PASSENGER TRAFFIC	None
WARNING DEVICES	Automatic Flashing Light Signals (AFLS), No Gates

NOTES:

SA 2237

Exhibit A
Page 2
VISIBILITY STUDY: See Location Sketch (Page 3)

Train Speed	25	MPH
Roadway Speed	30	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	222	FEET
Along Tracks	248	FEET
Reqd. Clearing Sight Dist. (CSD) (Along Tracks)	601	FEET

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	OK	NONE	OBST	BUILDINGS OFF RR ROW
NW	OK	NONE	OBST	BUILDINGS OFF RR ROW
SE	OK	NONE	OBST	TREES OFF RR ROW
SW	OK	NONE	OBST	BUILDINGS OFF RR ROW

*Note: Automatic flashing light signals and gates (AFLS&G) eliminate the need to satisfy minimum Sight Distance criteria.

APPROACH GRADES: See Location Sketch (Page 3)

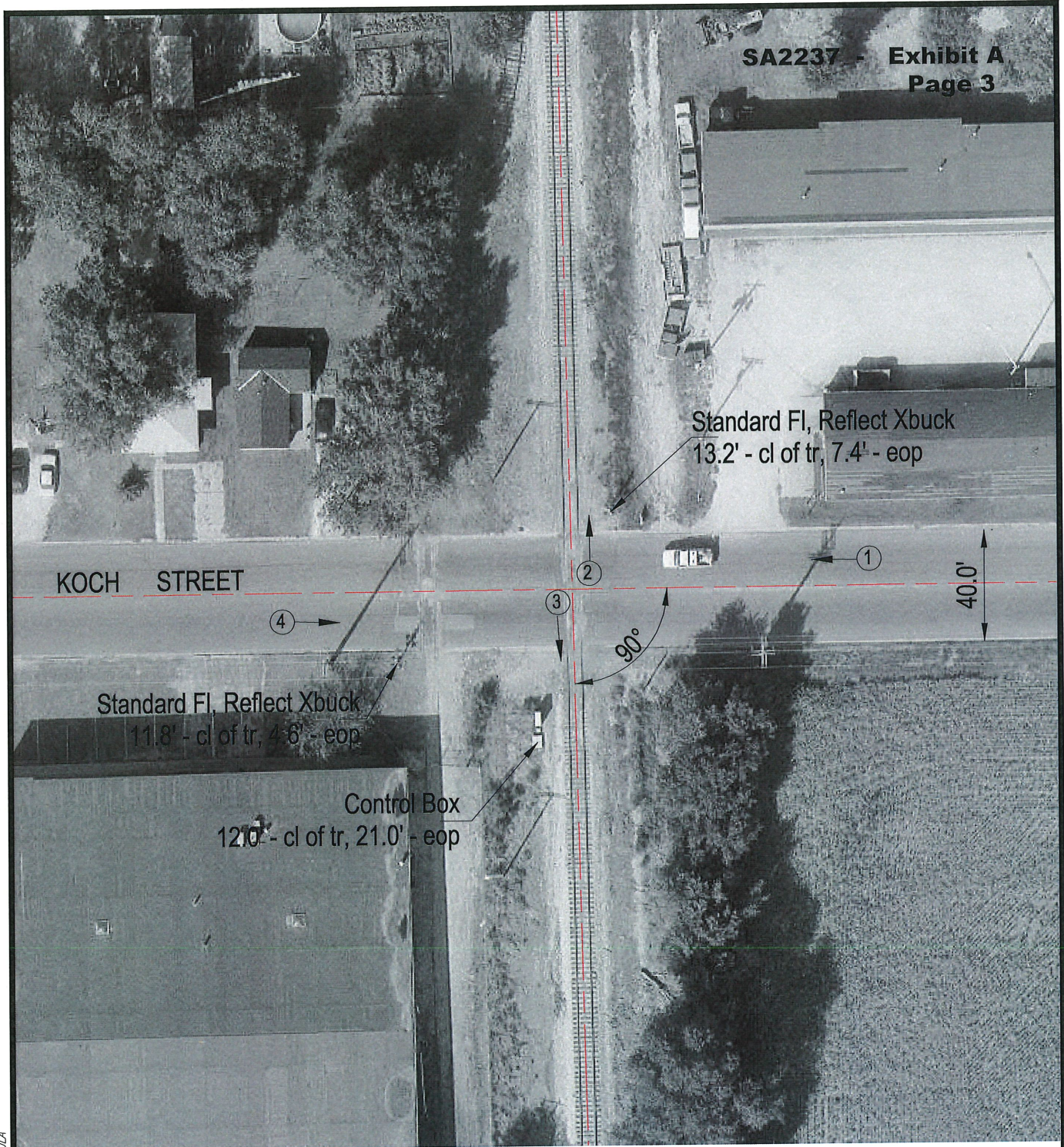
DIRECTION/West			DIRECTION/East		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
SEE	EXHIBIT	A	PAGE	3	

Distance measured from outermost rail.

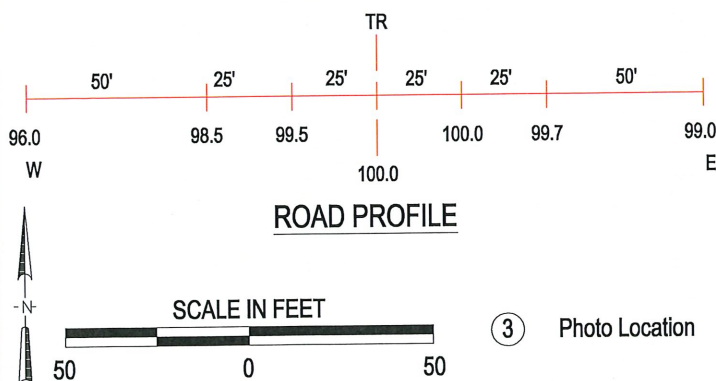
COMMENTS:

See Page 3 for a Location Sketch (Aerial Photo) of the crossing.

Staff recommends that the GCPF be used pay 95% of the cost to install new automatic flashing lights signals & gates, event recorder, remote monitor, and track circuits, and that the IC pay all remaining installation costs. Staff also recommends that IC be responsible for all future operation and maintenance costs associated with the new automatic warning devices at the Koch Street crossing.

SA2237 - Exhibit A
Page 3

J:\TAEWELL\292679H\292679H.DWG 05/22/00 03:41 JLA



Crossing #: 292679H

Location: Tazewell Co., City of Pekin (In)

Lat/Long: 40°33'10" / 89°39'19"

Railroad: IC

Street: Koch Street

Railroad Milepost: 10.30

Crossing Protection: Train Activated Devices

**SA 2237 - EXHIBIT B,
Page 1**

ILLINOIS CENTRAL RAILROAD COMPANY
A WHOLLY OWNED SUBSIDIARY OF
CANADIAN NATIONAL RAILWAY COMPANY
HIGHWAY-RAIL GRADE CROSSING SIGNAL ESTIMATE

Estimate No.: 22-1605
Date: September 21, 2022

Roadway Name: Koch St
Location: Pekin, IL
Railroad Region: Southern
Railroad Subdivision: Peoria
Railroad Milepost: 010.30
DOT Crossing No.: 292679H

Description of Work:
Install flashing light signals (LED) with gates and bell controlled by constant warning time circuitry in a new pre-wired bungalow.

SA 2237 - EXHIBIT B,

Koch St

Page 2

Pekin, IL

22-1605

MATERIAL

MISCELLANEOUS MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Backfill	100	TON	\$ 90.00	\$ 9,000.00
Signal Material	1	LOT	\$ 5,000.00	\$ 5,000.00
Generator - RedHawk Fuel Cell	1	EACH	\$ 22,000.00	\$ 22,000.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 36,000.00

CROSSING PACKAGE MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Pre-wired Aluminum Bungalow, 8'x8'	1	EACH	\$ 35,000.00	\$ 35,000.00
Electrologix XP4, 1 Track (redundant)	1	EACH	\$ 17,000.00	\$ 17,000.00
XIP-20B Interface Panel, wall mount & cable	2	EACH	\$ 500.00	\$ 1,000.00
DAU crossing monitor	1	EACH	\$ 2,200.00	\$ 2,200.00
WSDMM module	1	EACH	\$ 4,500.00	\$ 4,500.00
Modem, Cellular	1	EACH	\$ 3,500.00	\$ 3,500.00
Converter, 12VDC/12VDC	1	EACH	\$ 1,500.00	\$ 1,500.00
Antenna with 36" Pole Kit	1	EACH	\$ 1,500.00	\$ 1,500.00
Rectifier, NRS HF-MAX	2	EACH	\$ 1,800.00	\$ 3,600.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	\$ 210.00	\$ 2,310.00
Battery, Ni-Cad, SPL 340 AH	10	EACH	\$ 280.00	\$ 2,800.00
Foundation, Gate	2	EACH	\$ 1,200.00	\$ 2,400.00
LED Flasher & Gate Assembly, 2-Way	2	EACH	\$ 9,500.00	\$ 19,000.00
Gate Arm	2	EACH	\$ 900.00	\$ 1,800.00
Gatekeeper	2	EACH	\$ 2,000.00	\$ 4,000.00
Bell, Electronic	1	EACH	\$ 400.00	\$ 400.00
Shunt/Coupler Enclosure	2	EACH	\$ 1,200.00	\$ 2,400.00
Narrow-band shunt, multifrequency	2	EACH	\$ 700.00	\$ 1,400.00
Track Wire, 2c#6	400	FEET	\$ 1.80	\$ 720.00
Power Cable, 3c#2	300	FEET	\$ 7.70	\$ 2,310.00
Signal Cable, 16c(7c#6, 9c#14)	500	FEET	\$ 8.00	\$ 4,000.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 113,340.00
				=====
TOTAL MATERIAL				\$ 149,340.00

SA 2237 - EXHIBIT B,

Koch St

Page 3

Pekin, IL

22-1605

LABOR**SIGNAL LABOR**

Item	Gang Days	Cost/Day	Cost
6-man Gang	12	\$ 3,500.00	\$ 42,000.00
			=====
SUBTOTAL SIGNAL LABOR			\$ 42,000.00

MISCELLANEOUS LABOR

Item	Quantity	Units	Unit Cost	Cost
Preliminary Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Construction Engineering	1	L.S.	\$ 2,500.00	\$ 2,500.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 5,200.00

TOTAL LABOR

=====

\$ 47,200.00

OTHER

Item	Quantity	Units	Unit Cost	Cost
Contractor/Rented Equipment	1	L.S.	\$ 7,500.00	\$ 7,500.00
Directional Boring (By Others)	125	FT	\$ 41.00	\$ 5,125.00
Power Service, AC	1	L.S.	\$ 30,000.00	\$ 30,000.00
Freight on Crossing Package	1	L.S.	\$ 6,000.00	\$ 6,000.00
Construction Engineering (Contracted)	1	L.S.	\$ 9,000.00	\$ 9,000.00
Per Diem/Business Expense	1	L.S.	\$ 21,600.00	\$ 21,600.00
Sales Tax on Material	1	L.S.	\$ 7,934.00	\$ 7,934.00
				=====

TOTAL OTHER

\$ 87,159.00

TOTAL DIRECT COSTS

=====

\$ 283,699.00

SA 2237 - EXHIBIT B,

Koch St

Page 4

Pekin, IL

22-1605

FHWA ADDITIVES

Material		\$ 149,340.00	
Material Additive	5.00%		\$ 7,467.00
Signal Labor		\$ 42,000.00	
Signal Labor Additive	159.61%		\$ 67,036.00
Engineering Labor		\$ 5,000.00	
Engineering Labor Additive	159.61%		\$ 7,981.00
Accounting Labor		\$ 200.00	
Accounting Labor Additive	159.61%		\$ 319.00
Other		\$ 87,159.00	
		=====	=====
TOTAL DIRECT COSTS		\$283,699.00	
TOTAL FHWA ADDITIVES			\$ 82,803.00
			=====
GRAND TOTAL FHWA BASIS			\$ 366,502.00



**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION
PROJECT STATUS REPORT:**

TYPE: (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	
------	--

PROJECT INFORMATION:

Reporting Party:	IC
Docket/Order #; Date:	
Status Report (s) Due:	6 Month Intervals from Order Date
Ordered Completion Date:	18 Months from Order Date
Completion Report Due:	5 Days after completion of work
AAR/DOT#, Milepost:	292679H, railroad Mp. 10.30-B
Street, (in/near) City, County:	Koch Street, City of Pekin, Tazewell County
Railroad Company:	Illinois Central Railroad Company

PROJECT MANAGER INFORMATION:

Name:	Nick Burwell
Title:	Manager, Public Works
Representing:	IC
Street Address:	17641 S. Ashland Ave.
City, State, Zip:	Homewood, IL 60430
Office Phone:	(319) 236-9205
Office Fax:	
Cellular Phone:	
E-Mail Address:	nicholas.burwell@cn.ca

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

- 1) Install automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, and equipped with an event recorder and remote monitoring system at the Koch Street crossings.

STATUS OF WORK:

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact Luis Felix, Rail Safety Specialist
Phone: (277) 557-1287
Email: Luis.Felix@illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (277) 782-7660 or on the web at:

<http://www.icc.illinois.gov/forms/results.aspx?st=4>

The billing address for **Grade Crossing Protection Fund** reimbursement is:

CROSSING SIGNAL WORK

Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 S. Dirksen Parkway
Springfield, Illinois 62764

Copies of the **United States Department of Transportation Inventory Form #6180.71** can be obtained on the web at:

<http://www.fra.dot.gov/eLib/details/L02727> (PDF)
<http://www.fra.dot.gov/eLib/details/L03076> (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 <i>or (data processing contractor)</i> Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 RsisRXlupdates@dot.gov	<u>And</u>	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov
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REQUEST FOR COUNCIL ACTION

Agenda Date: November 28, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 506-22/23 Amending Resolution for Appointment of Interim City Manager

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Bruce Marston was appointed Interim City Manager by action taken by the City Council on October 24, 2022. The appointment was for a period of 90 days, or the appointment of a permanent City Manager, whichever occurred first. Mr. Marston was to continue to undertake the duties of his current position of Finance Director while acting as Interim City Manager, with a salary of \$140,000.00 per year during the period in which he served in both positions.

Mr. Marston requests that the term of his appointment to Interim City Manager be modified to a period of at least 90 days, and after 90 days shall continue until the appointment of a permanent City Manager, and shall receive a salary of \$151,000 per year for the period in which he serves in both positions, effective October 24, 2022.

The additional salary of \$11,000.00 per year represents an increase over the original salary of approximately \$2,750.00 over the 90 day period.

FINANCIAL IMPACT: Approximately \$2,750.00 increase over 90 days

Requested Amount: Approximately \$423.00 additional per pay period for the appointment term

Line Item: Various department salary lines

Budgeted Amount: \$185,000.00

Remaining Funds: \$0

IMPACT IF APPROVED: Adjustment of the term and salary of the Interim City Manager

IMPACT IF DENIED: No adjustment of the term and salary of the Interim City Manager

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 506-22/23 Amending Resolution No 498-22/23 Appointment of Interim City Manager

WHEREAS, the City of Pekin is a home rule municipality operating under the City Manager form of government pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 et seq.);

WHEREAS, under the Managerial Form of municipal government, the City Manager is appointed by the City Council;

WHEREAS, the City Council has determined it is in the best interest of the City to appoint an Interim City Manager to serve in that role pending a formal search for a new City Manager;

WHEREAS, the City Council adopted resolution No. 498-22/23 on October 24, 2022, Appointing Bruce Marston Interim City Manager; and

WHEREAS, the City Council and the Interim City Manager desire to modify the terms of the Interim appointment.

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. Bruce Marston is appointed as Interim City Manager, effective October 25, 2022. This appointment shall continue for a period of at least 90 days, and shall continue after 90 days until the appointment of a permanent City Manager.

Section 3. Bruce Marson shall continue to undertake the duties of his current position of Finance Director for the City while acting as Interim City Manager. He shall receive a salary of \$151,000.00 per year for the period in which he serves in both positions, but in no case less than 90 days. Upon termination or expiration of his appointment as Interim City Manager, his salary shall return to the amount he was being paid on the day immediately preceding his appointment as Interim 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

Resolution No. 498-22/23
APPOINTMENT OF INTERIM CITY MANAGER

WHEREAS, the City of Pekin is a home rule municipality operating under the City Manager form of government pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 et seq.); and

WHEREAS, under the Managerial Form of municipal government, the City Manager is appointed by the City Council; and

WHEREAS, the City Council has determined it is in the best interest of the City to appoint an Interim City Manager to serve in that role pending a formal search for a new City Manager.

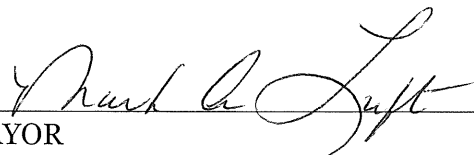
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

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

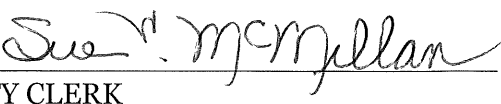
Section 2. Bruce Marston is appointed as Interim City Manager, effective October 26, 2022. This appointment shall continue for a period of 90 days, or the appointment of a permanent City Manager, whichever shall occur first.

Section 3. Bruce Marson shall continue to undertake the duties of his current position of Finance Director for the City while acting as Interim City Manager. He shall receive a salary of \$140,000.00 per year for the period in which he serves in both positions. Upon termination or expiration of his appointment as Interim City Manager, his salary shall return to the amount he was being paid on the day immediately preceding his appointment as Interim City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 24th day of October, 2022


 MAYOR

ATTEST:


 CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: November 28, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 507-22/23 Recommendation to Remove Traffic Signals at Court & 5th

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The traffic signals at the intersection of Court Street and 5th Street were recently evaluated by Terra Engineering LTD as part of their roadway and ADA ramp design for the downtown project. They completed a warrant analysis for the traffic signals which is a standardized way across the nation that engineers evaluate the need for traffic signals. Terra Engineering found that this intersection does not meet any of the warrants for traffic signals and recommended to the City that these signals be removed during the project.

Traffic Safety Committee evaluated the situation and recommended that the decision be brought to the Infrastructure Committee. The Infrastructure Committee recommended that the decision be brought to the full council. Approximately two weeks ago, the City Engineer switched the signals at this intersection to flashing, so that this warrant analysis could be further evaluated with real world conditions of how a four way stop would function. The primary concern was that traffic could back up into the Margaret Street intersection. Since the signals have been turned to flashing, staff has watched the intersection during peak hours and found no issues. Staff recommended eliminating the signals and installing a four way stop, which would save approximately \$200,000 in project costs and would also save money in annual maintenance of the signals.

FINANCIAL IMPACT:

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

IMPACT IF APPROVED: Traffic signals at Court & 5th will be removed during the downtown road project.

IMPACT IF DENIED: Traffic signals will be replaced during the downtown road project.

ALTERNATIVES:

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

Date:

City Manager:

Date:

Resolution No. 507-22/23 Recommendation to Remove Traffic Signals at Court & 5th

WHEREAS, Terra Engineering LTD recently completed a Traffic Signal Warrant Review at the intersection of Court Street and 5th Street, which is attached as Exhibit A; and

WHEREAS, Terra Engineering found that traffic signals are not warranted at the intersection of Court Street and 5th Street; and

WHEREAS, Terra Engineering recommended that the signals be removed and a four-way stop be installed in their place; and

WHEREAS, the Traffic Safety Committee reviewed the recommendation by Terra Engineering and recommended the matter be brought to the Infrastructure Committee; and

WHEREAS, the Infrastructure Committee reviewed the recommendation by Terra Engineering and recommended the matter be brought to the City Council; and

WHEREAS, the City Council finds it is in the best interests of the City to remove the existing traffic signals at Court Street and 5th Street and install a four-way stop.

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

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

Section 2. The City Council hereby approves the elimination of the traffic signals at Court Street and 5th Street and the installation of a four-way stop in their place.

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

MAYOR

ATTEST:

CITY CLERK

Traffic Signal Warrant Review

Court Street and 5th Street

City of Pekin, IL

Draft Report:

September 8, 2022

Prepared By:



401 Main Street, Suite 1560, Peoria, IL 61602

(309) 999-0123

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SECTION I – EXECUTIVE SUMMARY

TERRA Engineering has been retained by the City of Pekin to conduct a traffic signal warrant review for the existing traffic signal at the intersection of Court Street and 5th Street. Vehicle and pedestrian turning movement data was collected by TERRA at the intersection on Thursday, August 25, 2022, from 6:00 AM to 8:00 PM.

The traffic data, along with the Manual on Uniform Traffic Control Devices (MUTCD), which is approved by the Federal Highway Administrator as the National Standard, was used to determine if the traffic signals should remain at the intersection. Based on the criteria set forth in the MUTCD and the current traffic data, this intersection does not meet any of the warrants outlined in the MUTCD.

The operating condition and amount of delay (also known as the level of service, or LOS) was evaluated using the computer simulation program Synchro 11. This program estimates the performance of intersections based on traffic control type and traffic volumes. The intersection was evaluated with the alternative traffic control treatments of two-way stop and all-way stop regulations to help determine the recommended control if the traffic signals were to be removed.

Although not evaluated at Court Street and 5th Street, the existing traffic signals are assumed to provide satisfactory traffic control for the existing conditions. Based on the computer simulation, both the all-way stop and the two-way stop conditions also provide satisfactory level of services on the intersection, with no lanes falling below a level of service "B."

Further investigation shows that, at the existing intersection existing, commercial buildings may cause sight distance deficiencies for safe turning movements for a two-way stop condition.

Based on the analysis and the sight distance restrictions at this location, it is recommended that this intersection be converted from a traffic signal to an all-way stop condition. This recommendation will remove the outdated post mounted traffic signals and provide an acceptable traffic flow situation and will require less ongoing maintenance and electrical consumption costs for the City of Pekin. Should the City choose to retain traffic signals at this intersection, then it is recommended that the signals are upgraded to a modern mast arm mounted system, which will provide motorists additional visibility of the signal equipment.

SECTION II – INTRODUCTION/BACKGROUND

TERRA Engineering has been asked to evaluate the continued need for the existing traffic signal at the intersection of Court Street and 5th Street in the City of Pekin, Illinois.

Court Street and 5th Street is a 4-legged intersection of public roadways in downtown Pekin. 5th Street runs in the same orientation as the nearby Illinois River and Court Street intersects at 90 degrees. This section of Court Street runs approximately 0.60 miles in the northwest – southeast direction from the Illinois River to Broadway Street. 5th Street runs approximately 0.55 miles in the northeast – southwest direction from Broadway Street to Willow Street. Court Street serves as a main corridor through the commercial portion of Downtown Pekin, while 5th Street provides a connection to Illinois Route 9 at Margaret and Ann Eliza Streets as well to a residential area to the north. At this location 5th Street (FAU 6704) is listed as Minor Arterial roadway and Court Street is listed as a Local Street in the Illinois Department of Transportation Functional Classification Map. Research of the area shows that traffic signals along the Court Street corridor, at 4th and Capital Streets have been recently removed, and are now controlled by all-way stops.

At the Court Street and 5th Street intersection there is an existing post mounted traffic signal system as well as existing pedestrian crosswalks on all four legs. Marked crosswalks, which are highlighted in decorative brick are on all sides of the intersection. The pedestrian signals do not have push buttons for activation and are on recall operation.

The intersection is in a dense downtown area and has buildings at the property line on the northwest and northeast corners and parking lots on the southwest and southeast corners. The proximity of the buildings may present sight distance concerns at the intersection. The existing intersection is shown in plan view in Figure 1 and in street-level view in Figure 2, below.

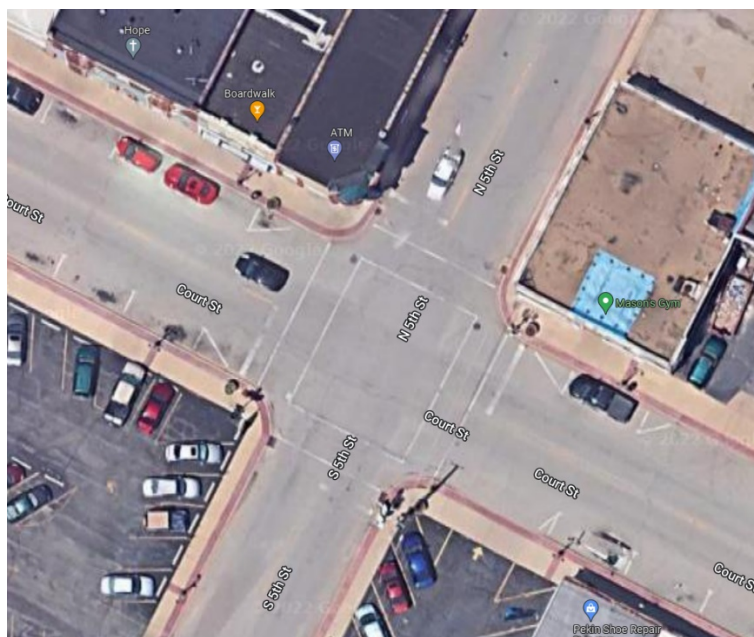


Figure 1. The intersection of Court Street and 5th Street



Figure 2. The intersection of Court Street and 5th Street looking northwest

SECTION III – TRAFFIC CONTROL SIGNAL NEEDS STUDIES

The Manual on Uniform Traffic Control Devices (MUTCD) is a publication which is the federally accepted standard for evaluating the need for traffic control devices and is developed by the U.S. Department of Transportation in conjunction with the Federal Highway Administration. The MUTCD provides warrants for the evaluation of intersections for traffic signal control. If any warrant is met, a traffic signal may be justified. There are nine (9) traffic signal warrants in the MUTCD which are evaluated to determine the need for a signal at a given intersection. These warrants will be evaluated for the intersection of Court Street and 5th Street to see if they still apply given current traffic counts and conditions.

The nine warrant evaluations are as follows:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection Near a Grade Crossing

Each of the warrants has specific instructions provided in the MUTCD for how they are to be applied and if they are applicable to certain situations. Several of these warrants would not apply to the intersection to be studied and can be removed from consideration for this report. The warrants which do not need to be considered at Court Street and 5th Street are as follows:

Warrant 3 – Peak Hour

The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street. This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time period. The intersection of Court Street and 5th Street would not be considered an unusual case affected by large generating uses impacting the intersection.

Warrant 5 – School Crossing

The School Crossing signal warrant is intended for locations where the fact that schoolchildren cross the major street is the principal reason to consider installing a traffic signal. Since there are no schools in proximity of this intersection this warrant does not need to be considered at Court Street and 5th Street.

Warrant 6 – Coordinated Signal System

The Coordinated Signal System warrant should be applied to signal systems which are used to maintain flow along a signalized corridor. The MUTCD states, “Progressive

movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.” There is not a coordinated signal system provided along either Court Street or 5th Street. Research of the area shows that traffic signals along the Court Street corridor, at 4th and Capital Streets have been recently removed, which also shows that there is not coordinated signal system present.

Warrant 8 – Roadway Network

The Roadway network warrant states that “Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network.” This does not apply at this location.

Warrant 9 – Intersection Near a Grade Crossing

There are no railroad grade crossings near the study intersection, therefore Warrant 9 would not apply at this location.

SECTION IV – EVALUATION OF APPLICABLE WARRANTS

Warrant 1 – Eight Hour Vehicular Volume

The Eight Hour Vehicular volume warrant has two possible conditions which either individually or in combination can be used to justify consideration of installation of a traffic signal. The conditions are known as Condition A and Condition B. “The Minimum Vehicular Volume,” Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. “The Interruption of Continuous Traffic,” Condition B, is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street. It is intended that Warrant 1 be treated as a single warrant. If Condition A is satisfied, then Warrant 1 is satisfied and analyses of Condition B and the combination of Conditions A and B are not needed. Similarly, if Condition B is satisfied, then Warrant 1 is satisfied and an analysis of the combination of Conditions A and B is not needed.

Additionally, for the warrant to be met that either Condition A, Condition B, or a combination thereof must be met for at least 8 continuous or noncontinuous hours on an average day. The warrant evaluates the number of vehicles in both directions on the major (busier) street and the volume in one direction on the minor street. Both the minimum volumes on the major street and the minor street must be met during the same hour to count towards the 8 required hours for the warrant. Additionally, the volume limits depend on the number of traffic lanes approaching the intersection. The volume and approach requirements are as shown in Table 4C-1 from the MUTCD.

If neither condition A nor B is met for the 100% traffic volume tests, then the warrant allows for an 80% threshold to be evaluated for the intersection for both Conditions A and B. For the 80% calculation to qualify for the warrant, it is required that **BOTH** 80% thresholds in Condition A and B are met at the intersection for any 8 hours on an average day.

The evaluations for Warrant 1 at Court Street and 5th Street were considered as follows:

5th Street is considered the major street at this intersection because it has higher vehicular volume than Court Street, with 72% of the total intersection volume. Both 5th Street and Court Street are considered 1-lanes streets for this analysis.

Figure 2 shows the MUTCD evaluation methodology for Conditions A and B for Warrant 1.

Figure 3 - Table 4C-1 from MUTCD, Warrant 1, Eight-Hour Vehicular Volume									
Condition A—Minimum Vehicular Volume									
Number of lanes on for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher- volume minor-street approach (one direction only)			
Major Street	Minor Street	100%a	80%b	70%c	56%d	100%a	80%b	70%c	56%d
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112
Condition B—Interruption of Continuous Traffic									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher- volume minor-street approach (one direction only)			
Major Street	Minor Street	100%a	80%b	70%c	56%d	100%a	80%b	70%c	56%d
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume^b Used for combination of Conditions A and B after adequate trial of other remedial measures^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000^d May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Figure 3 summarizes the hourly vehicular volumes TERRA recorded on a typical weekday. As shown in the table, on the major street the total volume in both directions is considered, while on the minor street each side of the intersection is considered separately. The north-south columns are therefore the sum of the total volume of vehicles going north and south. The west columns are the observed number of vehicles going west, and the east columns are the observed number of vehicles going east.

Under Condition A, for one lane on the major street and one lane on the minor street, eight minimum hourly volumes for the major street must be at least 500 vehicles (the 100% column in Condition A of the major street) and at least 150 vehicles on the minor street (the 100% Column in Condition A of the minor street). On data that was collected no hours exceeded 600 vehicles on the major street were observed. Thus, Condition A is not met for the weekday.

Under Condition B, for one lane on the major street and one lane on the minor street, eight minimum hourly volumes for the major street must be at least 750 vehicles (the 100%

column in Condition B of the major street) and at least 75 vehicles on the minor street (the 100% Column in Condition B of the minor street). On the traffic data, there were no hours with 750 vehicles on 5th Street. Therefore, Condition B is not met for the weekday.

Figure 4 - 5th & Court Hourly Vehicular Volumes			
Weekday			
Time	North-South Vehicles 5th Street	Westbound Vehicles Court Street	Eastbound Vehicles Court Street
7:00 AM	196	6	7
8:00 AM	290	26	27
9:00 AM	318	45	31
10:00 AM	204	51	45
11:00 AM	200	36	42
12:00 PM	235	69	67
1:00 PM	267	87	70
2:00 PM	267	70	74
3:00 PM	280	51	72
4:00 PM	373	62	58
5:00 PM	425	72	73
6:00 PM	327	78	44
7:00 PM	218	59	48
8:00 PM	198	45	52

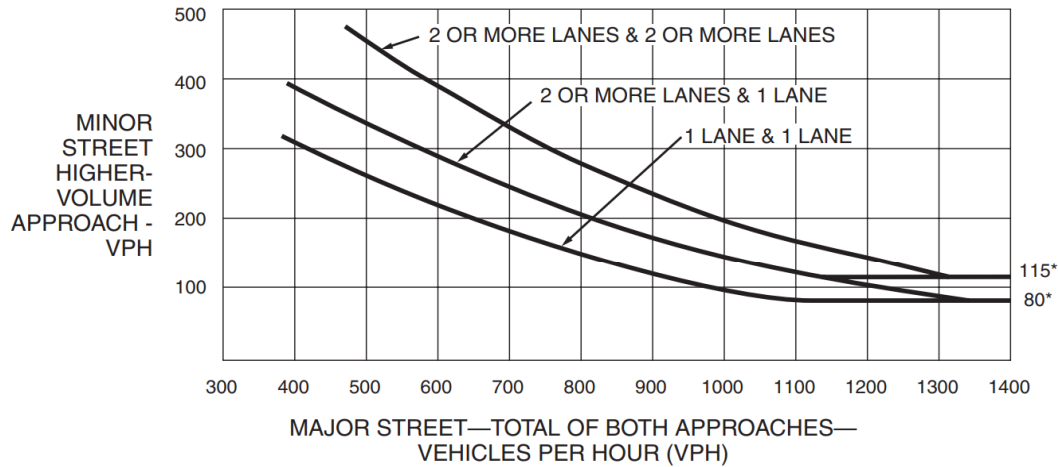
Next both Conditions A and B are evaluated to meet the 80% threshold. Under Condition A, for one lane on the major street and one lane on the minor street, the 80% threshold requires that eight hourly volumes be at least 400 vehicles on the major street and 120 vehicles on the minor street. Under Condition B, for one lane on the major street and two or more lanes on the minor street, the 80% threshold requires that eight hourly volumes be at least 600 vehicles on the major street and 60 vehicles on the minor street.

For Condition A using the traffic data, one hour exceed the 400-vehicle requirement on the major street, and no hours exceed the 120-vehicle requirement for Condition A, so condition A for 80% is not met for the required 8 hours. When Condition B is analyzed, 7 hours exceed the 60-vehicle requirement for the minor street. However, no hours exceed the 600-vehicle requirement threshold, so Condition is not satisfied. The 80% case thresholds are not satisfied for either Condition A or Condition B, so **Warrant 1 is not met.**

Warrant 2 – Four Hour Vehicular Volume

The conditions for Warrant 2 are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal. Figure 4C-1 in the MUTCD shows a graph with several curves which delineate when a traffic signal should be considered based on volumes. If there are four continuous or noncontinuous hours that if plotted for vehicles per hour on the major street (total of both approaches) and vehicles per hour on the minor street (highest one direction only); are above the applicable curve, then Warrant 2 is satisfied.

Figure 5 - Figure 4C-1 from MUTCD

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume

*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

The evaluations for Warrant 2 at Court Street and 5th street were considered as follows:

Court Street is considered the minor street at this intersection because it has lower vehicular volume than 5th Street, making 5th Street the major street. For this analysis, both streets are considered 1-lane streets.

Figure 5 summarizes the hourly vehicular volumes TERRA recorded on a typical weekday. The north-south column is the total of the number of vehicles going both north and south on 5th Street. The west column is only the observed number of vehicles travelling west on Court Street, and the east column contains only the volume of traffic going east on Court Street. The volume table for this analysis is the same as for the Warrant 1 analysis, but rows with minor street vehicular volumes below 80 are faded because they would fall below the minimum requirement to meet Warrant 2.

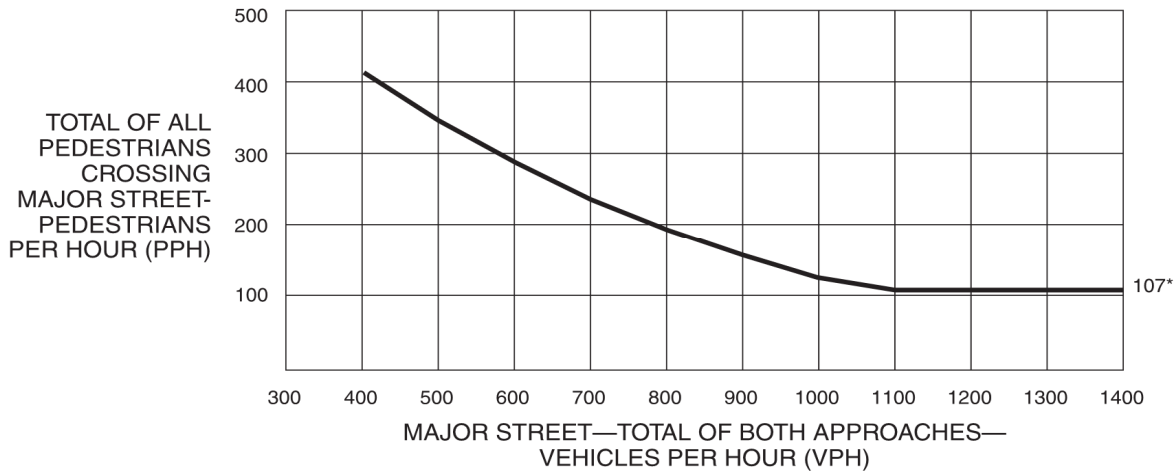
Figure 5 - 5th & Court Hourly Vehicular Volumes			
Weekday			
Time	North-South Vehicals 5th Street	West Vehicals Court Street	East Vehicles Court Street
7:00 AM	196	6	7
8:00 AM	290	26	27
9:00 AM	318	45	31
10:00 AM	204	51	45
11:00 AM	200	36	42
12:00 PM	235	69	67
1:00 PM	267	87	70
2:00 PM	267	70	74
3:00 PM	280	51	72
4:00 PM	373	62	58
5:00 PM	425	72	73
6:00 PM	327	78	44
7:00 PM	218	59	48
8:00 PM	198	45	52

The chart shows that only one hour exceeds the minimum for traffic for the minor street threshold, however no data points will plot above the minimum line on the graph. Since there not four or more points that would plot above any of the lines on the graph including the "1 LANE & 1 LANE" curve **Warrant 2 is not met for this intersection.**

Warrant 4 – Pedestrian Four-Hour Volume

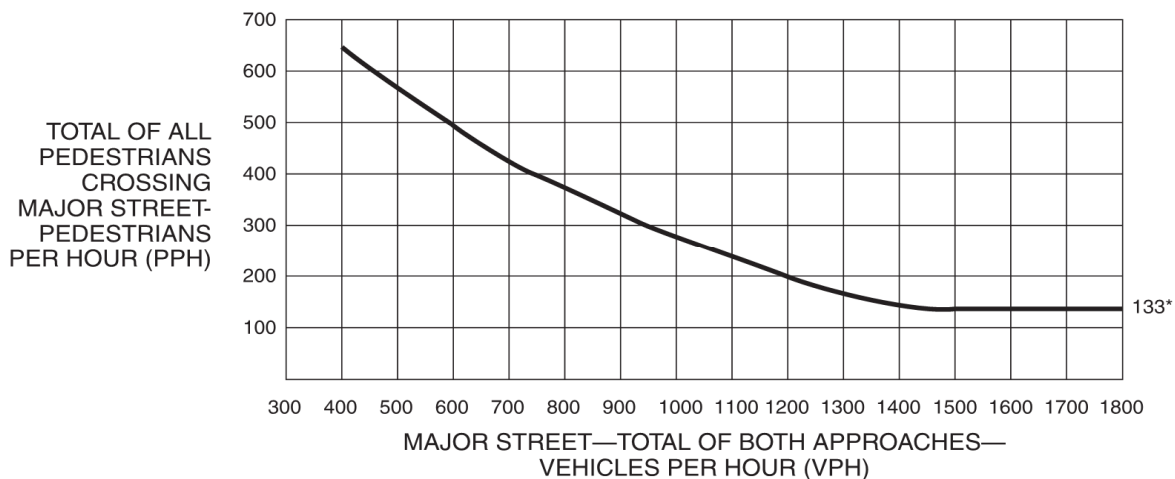
Paragraph 1 Section 4C.05 of the MUTCD states that "The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street." For Warrant 4 to be satisfied, any four hours of vehicular volume on the major street (total of both approaches) and pedestrian volume crossing the major street (the total of all directions of crossing the major street) must be above the curves in Figure 4C-5 (Warrant 4 Pedestrian Four-Hour Volume) of the MUTCD, or one of the hours can be above the curve in Figure 4C-7 (Warrant 4, Peak Pedestrian Peak Hour) of the MUTCD. Figure 4C-5 and Figure 4C-7 of the MUTCD are shown in Figures 10 and 11.

Figure 6 - Figure 4C-5 from MUTCD

Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume

*Note: 107 pph applies as the lower threshold volume.

Figure 7 - Figure 4C-7 from MUTCD

Figure 4C-7. Warrant 4, Pedestrian Peak Hour

*Note: 133 pph applies as the lower threshold volume.

The evaluations for Warrant 4 at Court Street and 5th Street were considered as follows:

As discussed in previous sections, at this intersection, 5th Street is considered the major street with the higher volumes of traffic. Figure 8 summarizes the hourly vehicular volumes and pedestrian crossings that TERRA recorded on a typical weekday. It is only required that pedestrians crossing the major street be considered for this analysis, however the table shows the total pedestrians at the intersection per hour including those crossing the minor street to give the maximum counts. To meet Warrant 4, it would be required to have a minimum volume of 107 pedestrians for 4 hours or 133 pedestrians for the peak hour. The maximum observed pedestrian hourly volume was 56 pedestrians, and therefore no plotted points could potentially fall above the curves. **Therefore, the intersection of Court Street and 5th Street does not meet Warrant 4.**

Figure 8 - Pedestrian Crossings (All Crossings)					
Time	Pedestrians	Time	Pedestrians	Time	Pedestrians
6:00 AM	4	10:45 AM	0	3:30 PM	4
6:15 AM	0	11:00 AM	6	3:45 PM	11
6:30 AM	0	11:15 AM	3	4:00 PM	4
6:45 AM	0	11:30 AM	3	4:15 PM	27
7:00 AM	0	11:45 AM	5	4:30 PM	27
7:15 AM	0	12:00 PM	6	4:45 PM	7
7:30 AM	0	12:15 PM	2	5:00 PM	11
7:45 AM	0	12:30 PM	2	5:15 PM	17
8:00 AM	0	12:45 PM	4	5:30 PM	15
8:15 AM	0	1:00 PM	1	5:45 PM	12
8:30 AM	3	1:15 PM	6	6:00 PM	11
8:45 AM	2	1:30 PM	2	6:15 PM	6
9:00 AM	3	1:45 PM	3	6:30 PM	9
9:15 AM	2	2:00 PM	2	6:45 PM	1
9:30 AM	2	2:15 PM	4	7:00 PM	10
9:45 AM	1	2:30 PM	7	7:15 PM	10
10:00 AM	0	2:45 PM	1	7:30 PM	3
10:15 AM	2	3:00 PM	8	7:45 PM	3
10:30 AM	7	3:15 PM	4		

Note: Bicycles on crosswalks are included

Warrant 7 – Crash Experience

Warrant 7 from the MUTCD states that “The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal”. Additionally, guidance on the crash experience includes the following recommendation:

The need for a traffic control signal shall be considered if an engineering study finds that **all of** the following criteria are met:

- A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and
- B. Five or more reported crashes of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and
- C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in [Table 4C-1](#) (see [Section 4C.02](#)), or the vph in both of the 80 percent columns of Condition B in [Table 4C-1](#) exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours

It is not possible to determine what the crash history might be like at this intersection without the traffic signal in place, because it has been in operation for many years. Removal of a traffic signal may reduce or eliminate the occurrence of some types of existing crashes but may also generate other crash types. Crash data was obtained for this intersection from

the Illinois Department of Transportation for review purposes to determine if there were any obvious patterns in place which may need to be considered during the evaluation of signal removals.

At the intersection of Court Street and 5th Street the crash data provided was from 2016 to 2020 at or near the intersection. The information shows that a total of 9 crashes were recorded at this location. Of the 9 crashes it was noted that 5 of the incidents were "Angle" collisions. This crash type may be associated with red light running at signalized intersections, which could be an indication of poor visibility of the post mounted traffic signals. This means that it is possible that the removal of the traffic signal may reduce the occurrence of these crashes. The other crashes seen at this intersection during this time period were 2 sideswipe in the same direction, 1 turning crash and 1 that involved a bicycle. Without the specific information contained in the crash reports, which was not provided, it would be hard to determine if these crashes were a result of the current intersection design. Regardless, the low number of crashes occurrences, 9 in 5 years, or 1.8 per year on average, does not indicate an elevated crash experience at this location.

Since neither the average annual crash numbers nor the amount of vehicular traffic meets the minimum MUTCD Warrant 7 threshold, this intersection does not meet this Warrant. Additionally, it is noted that many of the crashes seen here would not be the types that could be mitigated by a traffic signal, as some of them may be caused by an unwarranted signal. As previously stated, it is unclear what the crash rates would be without the signals in place, so it is not possible to evaluate the potential of meeting this warrant if the signal was not there. If the City of Pekin chooses to remove the traffic signals, we recommend continued monitoring the crashes at this location for several years to ensure there is not a crash pattern.

SECTION V – ALTERNATE TRAFFIC CONTROL ANALYSIS

Based on the data collected and the analysis completed, traffic signal warrants are not met for any of the conditions, listed in the MUTCD, at the intersection of Court Street and 5th Street. This indicates that the traffic signals may be considered for removal by the City of Pekin, which may lower their maintenance responsibility and potentially reduce some types of the crashes that are most seen at this intersection.

Per the MUTCD, see Appendix A, the first requirement for the removal of a traffic signal is to determine the appropriate traffic control method which should be installed to replace the existing signals. To evaluate these options, TERRA performed traffic modeling of the collected data in Synchro 11 traffic modeling software. The existing intersection was modeled using the existing geometry and then simulating different traffic control options including a proposed all-way stop and a proposed two-way stop. For this evaluation it was assumed that the existing traffic signal performs at an acceptable level. This will assist the City of Pekin in making the correct decision to balance intersection maintenance and traffic flow.

Level of Service and Delay

Delay is one of the main components of measuring the service of an interrupted flow roadway. The principal measure of this delay is control delay which is defined by the Highway Capacity Manual as “a quantitative stratification of a performance measure or measures representing quality of service,” also stated as Level of Service (LOS). The LOS is measured on an A-F scale, where “LOS A represents the best operating conditions from the traveler’s perspective and LOS F the worst. For cost, environmental impact, and other reasons, roadways are typically designed not to provide LOS A conditions during peak periods but instead to provide some lower LOS that balances individual travelers’ desires against society’s desires and financial resources.” (See HCM Chapter 5 – Section 3)

The LOS designation was created as a tool to help laypersons and decision makers determine the difference in operating conditions for a particular location based on delay. There are six representative levels of service defined for each type of facility which can be analyzed, and they are designated using letters A through F. These letters are an attempt to translate “complex numerical performance results into a simple A-F system representative of travelers’ perceptions of the quality of service.” LOS calculations are provided for different modes of travel such as motorized vehicle, pedestrian, bicycle, and transit modes. Safety of the intersection is not included in the analysis of LOS. Level of Service is defined separately for signalized intersections and unsignalized intersections as shown in Figure 12.

Figure 9 - Level of Service Thresholds for Control Delay (seconds/vehicle)		
Level of Service	Control Delay per Vehicle (seconds/vehicle)	
	Signalized	Unsignalized
A	0 - 10 sec	0 - 10 sec
B	> 10 - 20 sec	> 10 - 15 sec
C	> 20 - 35 sec	> 15 - 25 sec
D	> 35 - 55 sec	> 25 - 35 sec
E	> 55 - 80 sec	> 35 - 50 sec
F	> 80 sec	> 50 sec

LOS is a measure of the acceptability of the amount of delay and is therefore considered slightly subjective as what is acceptable in a major metropolitan area may not be acceptable in a smaller city or rural area. These delays are computed as the average control delay per vehicle arriving at the intersection. For signalized intersections, delays are evaluated for the overall intersection, while on streets which are unsignalized; delay is analyzed for each movement separately and only includes side street traffic and left turns from the major street.

Another factor evaluated when determining traffic operations at an intersection is the volume to capacity (v/c) ratio of the critical lane group. This ratio compares the rate of flow to the available capacity of the intersection and is considered a measure of the degree of saturation. Sustainable values of a v/c ratio range from 0.0 to 1.0. Values in excess of 1.0 indicate a possible excess of demand versus the roadway capacity, and are considered to be LOS F.

In a dense urban area, it is generally acceptable to provide LOS D in all areas but sometimes consider LOS E in certain situations where traffic demand is very high on major arterial routes. Occasionally side streets will be allowed to operate at LOS F when volume and demand on the side street is considered very low and servicing these vehicles would cause a greater negative impact on the progression of through traffic on the main route.

For this evaluation, the existing signalized operation of the intersection of Court Street and 5th Street was assumed to be adequate and was not modeled. It would be expected that the signalized option will provide the best level of service and delay performance of any of the options, as inherently vehicles arriving on a green signal do not have to stop and therefore suffer no delay at the intersection. The all-way stop will force all drivers to stop at least one time at the intersection which will introduce delay on all legs. The two-way stop will allow free flow on the major street, 5th Street, which means drivers completing through or right turn movements will experience no delay. Drivers making a left from 5th Street onto Court Street may experience delay if a vehicle is approaching from the opposite leg; and drivers on the side street, Court Street, will suffer longer delays while they wait for a gap in traffic on 5th Street to complete their movement.

For analysis of potential traffic control scenarios, first an all-way stop control intersection was modeled to evaluate the performance. The peak hour traffic operations analysis results under all-way stop control are shown in Figure 10. Based on this analysis, as an all-way stop, the intersection will continue to function well. The results observed during the morning and afternoon peaks show that all legs of the intersection perform at a Level of Service of

A. The model shows that an All-Way Stop configuration will work adequately for the traffic at the intersection.

Figure 10 - Court Street & 5th Street All-Way Stop						
	Weekday AM			Weekday PM		
Lane	LOS	Delay	v/c	LOS	Delay	v/c
Eastbound Court Street	A	8.0	0.21	A	8.8	0.24
Westbound Court Street	A	8.1	0.04	A	8.7	0.11
Northbound 5th Street	A	8.5	0.06	A	9.0	0.11
Southbound 5th Street	A	8.6	0.24	A	9.9	0.35

The intersection was then modeled as a two-way stop condition, where traffic along Court Street was required to stop and the traffic on 5th Street flowed free. The performance results are shown in Figure 11. Based on the model, the two-way stop functions well, with the lowest LOS observed for eastbound and westbound Court Street, which operate at a LOS B during the both the AM and PM peak hours of traffic on a weekday.

Figure 11 - Court Street & 5th Street Two-Way Stop						
	Weekday AM			Weekday PM		
Lane	LOS	Delay	v/c	LOS	Delay	v/c
Eastbound Court Street	B	11.6	0.06	B	14.5	0.17
Westbound Court Street	B	11.8	0.08	B	14.0	0.16
Northbound Left - 5th	A	7.6	0.00	A	7.8	0.01
Southbound Left - 5th	A	7.6	0.00	A	7.7	0.01

From an operations standpoint, all three options for the traffic control discussed at this intersection would work adequately. The traffic model shows that the signal is not necessary for intersection functionality based on current traffic levels. A two-way stop would also provide good functionality but does create some slightly longer delays for the traffic on Court Street, and lead to potential conflicts for pedestrians crossing Court Street with uncontrolled vehicular flow on 5th Street. Additionally, as noted in the following section, the sight distance, due to existing buildings, could be a concern for two-way stop condition consideration.

SECTION VI – SIGHT DISTANCE

Section 4B.02 of the MUTCD states that the removal of a traffic signal should be followed by the removal of any sight distance restrictions, as necessary. In this case it is necessary to evaluate the potential restrictions for drivers to observe oncoming traffic should the signal be removed. TERRA reviewed the existing conditions at the intersection to estimate the sight distance based on available information. This location was not topographically surveyed, so the data evaluated is an approximation based on aerial information available on-line. Only two-way stops were evaluated for sight distance, because in the event of an all-way stop, all drivers would come to a stop and then drivers would only need to be able to see the first vehicle in each lane to safely make their turning maneuver.

The length of unobstructed view a driver needs to be able to see oncoming traffic at an intersection is called the Intersection Sight Distance. The Illinois Department of Transportation Local Roads and Streets (BLRS) Manual, delineates the methods for determining the Intersection Sight Distance. Section 28-3.03 states that the Intersection Sign Distance can be calculated using the formula,

$$ISD = 1.47 V_{\text{major}} t_g$$

Where:

ISD = the Intersection Sight Distance in feet,

V_{major} = the design speed of the higher volume major street

t_g = the time gap required for the vehicle on the minor street to pass conflicting lanes of traffic and enter the desired traffic stream.

The variable t_g depends on the type of vehicle making the turning movement. It is assumed that for a passenger car coming from a complete stop, it will take 7.5 seconds to pass the first lane of traffic, so t_g would equal 7.5 seconds. For a single-unit truck, t_g would equal 9.5 seconds, and for a combination truck, t_g would equal 11.5 seconds. To account for additional lanes of traffic the vehicle must clear, .5 seconds is added for each additional lane in t_g . TERRA assumed that combination/articulated trucks were not likely to be observed at these intersections on a regular basis, however there could be a reasonable number of single-unit trucks on both intersections. For the sight distance calculations, it was assumed the time gap (t_g) to cross the first lane of conflicting traffic should be 9.5 seconds.

The Intersection Sight Distance is the distance is the lateral distance along the major roadway from the driver's location on the minor roadway. Figure 12 shows the anatomy of a Clear Sight Triangle from Section 28-3.03 of the BLRS Manual.

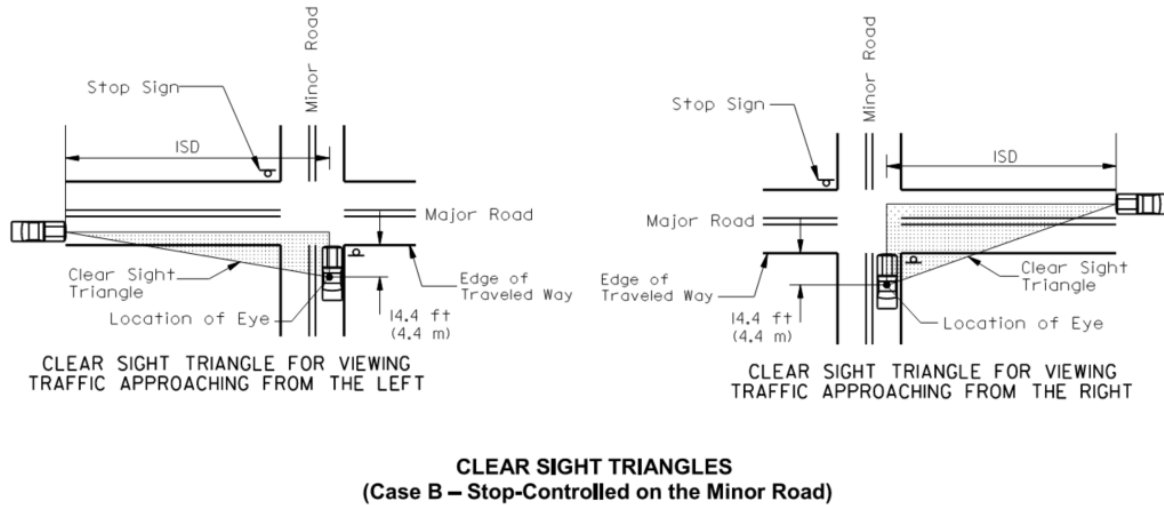


Figure 12 - Clear Sight Triangles from IDOT's BLRS Manual

The Decision Point in the graphic above represents the point at which a vehicle on the minor road will theoretically stop when approaching the intersection, near the stop bar. It is assumed a vehicle traveling on the minor road will evaluate the oncoming traffic from this point on the roadway before proceeding onto the major road. The distance from the Figure 13 of 14.4 feet is the distance from the drivers position to the center of the first plane of oncoming traffic. This distance may be in front of the established stop bar, but at an assumed distance safe from the cross traffic.

While the Intersection Sight Distance can be calculated, the BLRS Manual presents a table of minimum Intersection Sight Distances based on speed, for a two-lane facility such as at Court Street and 5th Street. This table is shown in Figure 13 below.

US Customary		Metric	
Design Speed (V _{major}) (mph)	ISD (ft) ⁽¹⁾⁽²⁾	Design Speed (V _{major}) (km/h)	ISD (m) ⁽¹⁾⁽²⁾
20	225	30	65
25	280	40	85
30	335	50	105
35	390	60	130
40	445	70	150
45	500	80	170
50	555	90	190
55	610	100	210
60	665		

Notes:

1. These ISD values assume crossing or left or right turns onto a two-lane facility without a median for a passenger car. For other types of facilities (e.g., four-lanes, medians) or where trucks may control the design, see [Section 36-6](#) of the BDE Manual.
2. Where the approach grade on the minor road is on an upgrade that exceeds 3%, add 0.2 sec for each percent grade to t_0 .

INTERSECTION SIGHT DISTANCES
(Two-Lane Facilities)
(Case B – Stop Control on the Minor Road)

Figure 13 – Intersection Sight Distances from IDOT's BLRS Manual

The evaluations for sight distance for two-way stop conditions at Court Street and 5th Street were considered as follows:

The design speed of 5th Street is 30 mph. The Intersection Sight Distance per the table in Figure 13 is 335 feet, which is the distance upstream or downstream of Court Street that vehicles 14.4 feet from the edge of 5th Street should be able to see to turn right or left or to drive across 5th Street.

Based on the Sight Triangles, shown in the sketch on Figure 14 for westbound vehicles, there are buildings along the north side of Court Street that interfere with the clear sight distance for a right turn or crossing. This same situation will occur with the eastbound traffic for a left turn or crossing. Since these buildings cannot be removed it would be expected that crashes could potentially increase with a two-way stop condition, due to poor sight distance. Should an all-way stop be provided at the intersection requiring all vehicles to stop at the existing stop bars, then drivers in all directions should be able to see all movements adequately.



Figure 16– Sight distance Triangles for westbound Court Street traffic

SECTION VII – SUMMARY AND RECOMMENDATIONS

This study was undertaken to determine if the continued use of traffic signals at the intersection of Court Street and 5th Street was justified. Vehicle and pedestrian turning movement data was collected by TERRA at both intersections Thursday August 25, 2022, from 6:00 AM to 8:00 PM.

The Manual on Uniform Traffic Control Devices outlines nine warrants, that, if their conditions are met, would justify use of traffic signals. Four of the nine warrants for traffic signals are applicable to the intersection studied in this report and were tested using the information gathered. The other five warrants were shown to not apply to the conditions at this intersection and not tested. Of the four warrants that did apply, the conditions for those warrants were not met based on the traffic volumes collected and other available information. With none of the MUTCD traffic signal warrants being met it implies that the traffic signals may no longer be needed at the intersection of Court Street and 5th Street.

Once the study determined that the traffic signal may be eligible for removal based on a warrant review, the next step was to determine what type of traffic control would be recommended for replacement. All-way stop and two-way stop conditions were both analyzed as alternatives to traffic signals at this location.

A Synchro 11 traffic microsimulation for the intersection of Court Street and 5th Street showed that either an all-way stop or a two-way stop condition would provide satisfactory levels of service under typical traffic conditions, and that no lanes would fall below a level of service “B” during any of the peak hours of traffic. The existing conditions at this intersection show some potential sight distance concerns for turning traffic on Court Street which may contribute to safety concerns in a two-way stop condition, due to the proximity of existing buildings on the north side of the intersection. The all-way stop condition may provide a safer option and have the additional benefit of providing safe pedestrian crossings at this intersection.

If the City pursues the removal of the traffic signal, based on the sight distance factors and potential for increased pedestrian traffic, it is recommended that this intersection be converted to an all-way stop condition. It is also recommended that if the traffic signals at Court Street and 5th Street are removed that they be removed in accordance with MUTCD Standards, as referenced in Appendix A. Should the City choose to retain traffic signals at the intersection of Court Street and 5th Street it is recommended that the existing post mounted traffic signals be upgraded to a modern mast arm mounted system, which will provide motorists additional visibility of the signal equipment.

Appendix A

MUTCD Steps for Removing a Traffic Signal

If it is determined that a signal is to be removed, the process followed should be as cited below from Section 4B.02 from the MUTCD:

Section 4B.02 Basis of Installation or Removal of Traffic Control Signals

Guidance:

01 *The selection and use of traffic control signals should be based on an engineering study of roadway, traffic, and other conditions.*

Support:

02 A careful analysis of traffic operations, pedestrian and bicyclist needs, and other factors at a large number of signalized and unsignalized locations, coupled with engineering judgment, has provided a series of signal warrants, described in Chapter 4C, that define the minimum conditions under which installing traffic control signals might be justified.

Guidance:

03 *Engineering judgment should be applied in the review of operating traffic control signals to determine whether the type of installation and the timing program meet the current requirements of all forms of traffic.*

04 *If changes in traffic patterns eliminate the need for a traffic control signal, consideration should be given to removing it and replacing it with appropriate alternative traffic control devices, if any are needed.*

05 *If the engineering study indicates that the traffic control signal is no longer justified, and a decision is made to remove the signal, removal should be accomplished using the following steps:*

- A. *Determine the appropriate traffic control to be used after removal of the signal.*
- B. *Remove any sight-distance restrictions as necessary.*
- C. *Inform the public of the removal study.*
- D. *Flash or cover the signal heads for a minimum of 90 days, and install the appropriate stop control or other traffic control devices.*
- E. *Remove the signal if the engineering data collected during the removal study period confirms that the signal is no longer needed.*

Appendix B

Existing Traffic Volumes

Study Name 5th St & Court St
 Start Date 08/25/2022
 Start Time 6:00 AM
 Site Code
 Project TERRA Traffic Studies: 21-187 Pekin MPSA

Type Road Classification Totals																	
Start Time	5th St Southbound				Court St Westbound				5th St Northbound				Court St Eastbound				Total
	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	
6:00 AM	0	5	2	0	0	0	0	0	0	22	0	0	0	1	0	0	30
6:15 AM	0	15	0	0	0	1	0	0	1	29	0	0	0	1	0	0	47
6:30 AM	0	28	1	0	0	0	0	0	0	32	0	0	0	1	0	0	62
6:45 AM	0	30	3	0	0	5	0	0	0	28	0	0	3	1	0	0	70
7:00 AM	0	18	2	0	0	2	0	0	0	29	0	0	1	2	0	0	54
7:15 AM	0	37	1	0	0	2	0	0	0	25	0	0	0	0	1	0	66
7:30 AM	1	46	1	0	0	6	0	0	1	39	0	0	2	6	2	0	104
7:45 AM	2	41	10	0	1	11	4	0	0	36	1	0	5	6	2	0	119
8:00 AM	0	42	2	0	0	9	0	0	2	31	4	0	0	2	1	0	93
8:15 AM	0	39	5	0	0	10	1	0	0	45	1	0	1	3	0	0	105
8:30 AM	0	35	15	0	0	16	0	0	1	25	0	0	3	6	3	0	104
8:45 AM	0	37	16	0	0	9	0	0	1	17	0	0	2	8	2	0	92
9:00 AM	0	18	14	0	0	7	1	0	4	15	3	0	1	4	3	0	70
9:15 AM	2	24	4	0	1	11	4	0	4	17	5	0	2	8	1	0	83
9:30 AM	0	22	4	0	2	10	3	0	2	14	2	0	3	6	4	0	72
9:45 AM	1	23	6	0	0	11	1	0	2	15	3	0	2	6	5	0	75
10:00 AM	2	21	7	0	1	7	1	1	1	17	2	0	3	7	2	0	72
10:15 AM	0	21	6	0	0	4	1	0	0	23	3	0	6	7	1	0	72
10:30 AM	0	18	4	0	1	6	3	0	1	22	2	0	0	2	0	0	59
10:45 AM	2	20	7	0	0	9	2	0	1	17	3	0	4	9	1	0	75
11:00 AM	4	18	6	0	5	12	4	0	1	21	1	0	3	12	2	0	89
11:15 AM	1	30	4	0	0	12	3	0	2	18	6	0	1	13	2	0	92
11:30 AM	2	35	7	0	2	9	1	0	2	21	1	0	4	10	1	0	95
11:45 AM	4	21	2	0	3	16	2	0	4	19	5	0	4	11	4	0	95
12:00 PM	3	39	4	0	3	9	4	0	0	25	2	0	6	11	3	0	109
12:15 PM	0	36	8	0	2	18	4	0	2	18	2	0	2	6	2	0	100
12:30 PM	2	32	5	0	1	18	4	0	0	18	2	0	2	15	1	0	100
12:45 PM	0	37	7	0	2	19	3	0	1	19	5	0	5	16	1	0	115
1:00 PM	1	28	8	0	0	16	0	0	1	20	3	0	1	17	2	0	97
1:15 PM	3	28	8	0	2	12	5	0	1	19	3	0	2	13	0	0	96
1:30 PM	2	38	9	0	1	14	3	0	1	27	3	0	4	15	2	0	119
1:45 PM	2	38	6	0	0	11	6	0	4	11	3	0	1	17	0	0	99
2:00 PM	1	31	7	0	0	8	3	1	2	12	2	0	2	17	5	0	91
2:15 PM	4	39	8	0	2	10	8	0	1	16	6	0	1	8	1	0	104
2:30 PM	3	33	1	0	0	7	2	0	0	20	5	0	7	4	4	0	86
2:45 PM	6	47	4	0	1	7	2	0	1	28	3	0	6	12	5	0	122
3:00 PM	1	36	4	0	2	12	2	0	1	26	4	0	2	11	4	0	105
3:15 PM	2	50	7	0	4	9	6	0	0	39	1	0	2	14	1	0	135
3:30 PM	6	52	5	0	1	9	2	0	0	38	3	0	2	10	1	0	129
3:45 PM	5	48	2	0	1	9	5	0	3	36	4	0	4	6	1	0	124
4:00 PM	4	45	6	0	2	12	1	0	3	50	3	0	7	15	0	0	148
4:15 PM	3	51	10	0	5	10	3	0	1	28	5	0	1	7	2	0	126
4:30 PM	2	58	3	0	4	14	2	0	1	37	6	0	5	13	1	0	146
4:45 PM	2	65	8	0	1	13	5	0	2	30	2	0	6	14	2	0	150
5:00 PM	0	52	3	0	2	15	6	0	0	33	3	0	2	8	2	0	126
5:15 PM	2	48	4	0	0	6	4	0	4	9	4	0	5	8	2	0	96
5:30 PM	1	52	9	0	2	15	4	0	0	20	0	0	1	6	1	0	111
5:45 PM	0	52	7	0	0	19	5	0	1	22	1	0	1	5	2	1	116
6:00 PM	1	32	5	0	0	12	2	0	1	33	1	0	5	12	0	0	104
6:15 PM	1	28	6	0	1	13	0	0	2	19	3	0	3	5	0	0	81
6:30 PM	1	23	3	0	1	11	2	0	1	12	0	0	1	11	1	0	67
6:45 PM	0	22	5	0	0	11	6	0	1	16	2	0	4	6	0	0	73
7:00 PM	0	22	1	0	1	10	0	0	1	22	0	0	7	8	0	0	72
7:15 PM	1	21	5	0	2	13	0	0	1	22	0	0	2	10	3	0	80
7:30 PM	0	24	4	0	0	12	1	0	1	23	1	0	5	9	0	0	80
7:45 PM	2	25	0	0	0	4	2	0	2	19	1	0	4	3	1	0	63

Study Name 5th St & Court St

Start Date 08/25/2022

Start Time 6:00 AM

Site Code

Project TERRA Traffic Studies: 21-187 Pekin MPSA

Type Crosswalk
Classification Pedestrians

Start Time	5th St Southbound			Court St Westbound			5th St Northbound			Court St Eastbound			Totals
	Peds CW	Peds CCW	Peds Combined	Peds CW	Peds CCW	Peds Combined	Peds CW	Peds CCW	Peds Combined	Peds CW	Peds CCW	Peds Combined	
6:00 AM	0	2		1	0		0	0		0	1		4
6:15 AM	0	0		0	0		0	0		0	0		0
6:30 AM	0	0		0	0		0	0		0	0		0
6:45 AM	0	0		0	0		0	0		0	0		0
7:00 AM	0	0		0	0		0	0		0	0		0
7:15 AM	0	0		0	0		0	0		0	0		0
7:30 AM	0	0		0	0		0	0		0	0		0
7:45 AM	0	0		0	0		0	0		0	0		0
8:00 AM	0	0		0	0		0	0		0	0		0
8:15 AM	0	0		0	0		0	0		0	0		0
8:30 AM	0	1		0	0		0	0		0	1		2
8:45 AM	0	0		1	1		0	0		0	0		2
9:00 AM	1	1		0	0		1	0		0	0		3
9:15 AM	2	0		0	0		0	0		0	0		2
9:30 AM	0	0		0	0		1	1		0	0		2
9:45 AM	0	0		0	0		0	0		0	0		0
10:00 AM	0	0		0	0		0	0		0	0		0
10:15 AM	0	0		0	0		0	1		1	0		2
10:30 AM	0	1		0	0		3	1		0	0		5
10:45 AM	0	0		0	0		0	0		0	0		0
11:00 AM	1	0		1	0		0	1		0	1		4
11:15 AM	0	0		1	1		1	0		0	0		3
11:30 AM	0	0		0	2		1	0		0	0		3
11:45 AM	0	0		2	2		0	0		0	0		4
12:00 PM	0	0		0	1		0	2		2	0		5
12:15 PM	0	0		0	2		0	0		0	0		2
12:30 PM	0	0		0	1		0	1		0	0		2
12:45 PM	0	1		0	1		1	0		0	1		4
1:00 PM	0	0		0	0		0	0		1	0		1
1:15 PM	0	0		2	2		0	0		0	0		4
1:30 PM	0	0		0	0		0	0		1	1		2
1:45 PM	0	0		0	0		1	1		0	0		2
2:00 PM	0	0		2	0		0	0		0	0		2
2:15 PM	0	1		2	0		0	0		0	1		4
2:30 PM	0	2		0	1		0	2		0	2		7
2:45 PM	0	1		0	0		0	0		0	0		1
3:00 PM	0	0		0	1		1	2		0	0		4
3:15 PM	1	1		1	1		0	0		0	0		4
3:30 PM	0	1		0	0		1	1		0	0		3
3:45 PM	4	0		0	0		1	3		2	0		10
4:00 PM	1	1		0	0		0	2		0	0		4
4:15 PM	5	1		0	7		1	9		2	0		25
4:30 PM	2	4		0	7		5	8		0	1		27
4:45 PM	2	0		1	0		1	1		2	0		7
5:00 PM	2	2		2	2		1	0		0	2		11
5:15 PM	0	6		3	1		1	1		1	2		15
5:30 PM	0	5		4	1		5	0		0	0		15
5:45 PM	3	1		2	0		2	1		3	0		12
6:00 PM	3	3		2	1		2	0		0	0		11
6:15 PM	2	1		0	0		0	0		2	1		6
6:30 PM	0	3		3	0		2	0		0	0		8
6:45 PM	0	0		1	0		0	0		0	0		1
7:00 PM	0	2		0	3		0	2		0	2		9
7:15 PM	0	3		1	1		1	0		0	3		9
7:30 PM	1	0		0	0		0	0		1	0		2
7:45 PM	0	1		0	0		0	0		0	2		3

Study Name 5th St & Court St
Start Date 08/25/2022
Start Time 6:00 AM
Site Code
Project TERRA Traffic Studies: 21-187 Pekin MPSA

Type Crosswalk
Classification Bicycles on Crosswalk

Start Time	5th St Southbound			Court St Westbound			5th St Northbound			Court St Eastbound			Total
	Peds CW	Peds CCW	Peds Combined	Peds CW	Peds CCW	Peds Combined	Peds CW	Peds CCW	Peds Combined	Peds CW	Peds CCW	Peds Combined	
6:00 AM	0	0		0	0		0	0		0	0		0
6:15 AM	0	0		0	0		0	0		0	0		0
6:30 AM	0	0		0	0		0	0		0	0		0
6:45 AM	0	0		0	0		0	0		0	0		0
7:00 AM	0	0		0	0		0	0		0	0		0
7:15 AM	0	0		0	0		0	0		0	0		0
7:30 AM	0	0		0	0		0	0		0	0		0
7:45 AM	0	0		0	0		0	0		0	0		0
8:00 AM	0	0		0	0		0	0		0	0		0
8:15 AM	0	0		0	0		0	0		0	0		0
8:30 AM	0	0		0	0		1	0		0	0		1
8:45 AM	0	0		0	0		0	0		0	0		0
9:00 AM	0	0		0	0		0	0		0	0		0
9:15 AM	0	0		0	0		0	0		0	0		0
9:30 AM	0	0		0	0		0	0		0	0		0
9:45 AM	0	0		0	0		0	1		0	0		1
10:00 AM	0	0		0	0		0	0		0	0		0
10:15 AM	0	0		0	0		0	0		0	0		0
10:30 AM	0	0		0	2		0	0		0	0		2
10:45 AM	0	0		0	0		0	0		0	0		0
11:00 AM	0	0		0	0		0	1		0	1		2
11:15 AM	0	0		0	0		0	0		0	0		0
11:30 AM	0	0		0	0		0	0		0	0		0
11:45 AM	0	0		1	0		0	0		0	0		1
12:00 PM	0	0		0	0		0	1		0	0		1
12:15 PM	0	0		0	0		0	0		0	0		0
12:30 PM	0	0		0	0		0	0		0	0		0
12:45 PM	0	0		0	0		0	0		0	0		0
1:00 PM	0	0		0	0		0	0		0	0		0
1:15 PM	0	1		0	1		0	0		0	0		2
1:30 PM	0	0		0	0		0	0		0	0		0
1:45 PM	0	0		0	0		1	0		0	0		1
2:00 PM	0	0		0	0		0	0		0	0		0
2:15 PM	0	0		0	0		0	0		0	0		0
2:30 PM	0	0		0	0		0	0		0	0		0
2:45 PM	0	0		0	0		0	0		0	0		0
3:00 PM	0	0		2	0		0	1		0	1		4
3:15 PM	0	0		0	0		0	0		0	0		0
3:30 PM	0	0		0	1		0	0		0	0		1
3:45 PM	0	0		0	1		0	0		0	0		1
4:00 PM	0	0		0	0		0	0		0	0		0
4:15 PM	0	0		0	1		0	1		0	0		2
4:30 PM	0	0		0	0		0	0		0	0		0
4:45 PM	0	0		0	0		0	0		0	0		0
5:00 PM	0	0		0	0		0	0		0	0		0
5:15 PM	0	0		0	0		1	1		0	0		2
5:30 PM	0	0		0	0		0	0		0	0		0
5:45 PM	0	0		0	0		0	0		0	0		0
6:00 PM	0	0		0	0		0	0		0	0		0
6:15 PM	0	0		0	0		0	0		0	0		0
6:30 PM	0	0		1	0		0	0		0	0		1
6:45 PM	0	0		0	0		0	0		0	0		0
7:00 PM	0	0		0	0		0	0		0	1		1
7:15 PM	0	0		1	0		0	0		0	0		1
7:30 PM	1	0		0	0		0	0		0	0		1
7:45 PM	0	0		0	0		0	0		0	0		0

Appendix C

SYNCHRO 11 Reports

HCM 6th AWSC

3:

09/07/2022

Intersection													
Intersection Delay, s/veh	8.5												
Intersection LOS	A												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↕			↕			↕			↕		
Traffic Vol, veh/h	8	17	5	1	36	5	3	151	6	3	168	18	
Future Vol, veh/h	8	17	5	1	36	5	3	151	6	3	168	18	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	9	18	5	1	39	5	3	164	7	3	183	20	
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0	
Approach	EB	WB				NB				SB			
Opposing Approach	WB	EB				SB				NB			
Opposing Lanes	1	1				1				1			
Conflicting Approach Left	SB	NB				EB				WB			
Conflicting Lanes Left	1	1				1				1			
Conflicting Approach Right	NB	SB				WB				EB			
Conflicting Lanes Right	1	1				1				1			
HCM Control Delay	8	8.1				8.5				8.6			
HCM LOS	A	A				A				A			
Lane	NBLn1	EBLn1	WBLn1	SBLn1									
Vol Left, %	2%	27%	2%	2%									
Vol Thru, %	94%	57%	86%	89%									
Vol Right, %	4%	17%	12%	10%									
Sign Control	Stop	Stop	Stop	Stop									
Traffic Vol by Lane	160	30	42	189									
LT Vol	3	8	1	3									
Through Vol	151	17	36	168									
RT Vol	6	5	5	18									
Lane Flow Rate	174	33	46	205									
Geometry Grp	1	1	1	1									
Degree of Util (X)	0.209	0.043	0.06	0.243									
Departure Headway (Hd)	4.316	4.779	4.74	4.251									
Convergence, Y/N	Yes	Yes	Yes	Yes									
Cap	835	750	756	846									
Service Time	2.329	2.803	2.764	2.264									
HCM Lane V/C Ratio	0.208	0.044	0.061	0.242									
HCM Control Delay	8.5	8	8.1	8.6									
HCM Lane LOS	A	A	A	A									
HCM 95th-tile Q	0.8	0.1	0.2	1									

HCM 6th TWSC

3:

09/07/2022

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	17	5	1	36	5	3	151	6	3	168	18
Future Vol, veh/h	8	17	5	1	36	5	3	151	6	3	168	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	18	5	1	39	5	3	164	7	3	183	20
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	395	376	193	385	383	168	203	0	0	171	0	0
Stage 1	199	199	-	174	174	-	-	-	-	-	-	-
Stage 2	196	177	-	211	209	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	565	555	849	573	550	876	1369	-	-	1406	-	-
Stage 1	803	736	-	828	755	-	-	-	-	-	-	-
Stage 2	806	753	-	791	729	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	529	553	849	553	548	876	1369	-	-	1406	-	-
Mov Cap-2 Maneuver	529	553	-	553	548	-	-	-	-	-	-	-
Stage 1	801	735	-	826	753	-	-	-	-	-	-	-
Stage 2	758	751	-	765	728	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	11.6		11.8		0.1		0.1					
HCM LOS	B		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1369	-	-	580	574	1406	-	-				
HCM Lane V/C Ratio	0.002	-	-	0.056	0.08	0.002	-	-				
HCM Control Delay (s)	7.6	0	-	11.6	11.8	7.6	0	-				
HCM Lane LOS	A	A	-	B	B	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.2	0.3	0	-	-				

HCM 6th AWSC

3:

09/07/2022

Intersection												
Intersection Delay, s/veh	9.3											
Intersection LOS	A											

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	19	49	5	12	49	11	7	145	16	11	219	27
Future Vol, veh/h	19	49	5	12	49	11	7	145	16	11	219	27
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	53	5	13	53	12	8	158	17	12	238	29
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	1			1			1			1		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	1			1			1			1		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	1			1			1			1		
HCM Control Delay	8.8			8.7			9			9.9		
HCM LOS	A			A			A			A		

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	4%	26%	17%	4%
Vol Thru, %	86%	67%	68%	85%
Vol Right, %	10%	7%	15%	11%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	168	73	72	257
LT Vol	7	19	12	11
Through Vol	145	49	49	219
RT Vol	16	5	11	27
Lane Flow Rate	183	79	78	279
Geometry Grp	1	1	1	1
Degree of Util (X)	0.233	0.112	0.109	0.348
Departure Headway (Hd)	4.599	5.102	5.035	4.489
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	780	700	708	799
Service Time	2.637	3.155	3.089	2.523
HCM Lane V/C Ratio	0.235	0.113	0.11	0.349
HCM Control Delay	9	8.8	8.7	9.9
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.9	0.4	0.4	1.6

HCM 6th TWSC

3:

09/07/2022

Intersection												
Int Delay, s/veh	3.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	19	49	5	12	49	11	7	145	16	11	219	27
Future Vol, veh/h	19	49	5	12	49	11	7	145	16	11	219	27
Conflicting Peds, #/hr	16	0	27	27	0	15	5	0	15	15	0	5
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	53	5	13	53	12	8	158	17	12	238	29
Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	513	488	285	531	494	198	272	0	0	190	0	0
Stage 1	282	282	-	198	198	-	-	-	-	-	-	-
Stage 2	231	206	-	333	296	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	472	480	754	459	476	843	1291	-	-	1384	-	-
Stage 1	725	678	-	804	737	-	-	-	-	-	-	-
Stage 2	772	731	-	681	668	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	410	463	731	394	459	818	1285	-	-	1364	-	-
Mov Cap-2 Maneuver	410	463	-	394	459	-	-	-	-	-	-	-
Stage 1	716	668	-	787	722	-	-	-	-	-	-	-
Stage 2	689	716	-	600	658	-	-	-	-	-	-	-
Approach	EB		WB			NB			SB			
HCM Control Delay, s	14.5		14			0.3			0.3			
HCM LOS	B		B									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR				
Capacity (veh/h)	1285	-	-	459	478	1364	-	-				
HCM Lane V/C Ratio	0.006	-	-	0.173	0.164	0.009	-	-				
HCM Control Delay (s)	7.8	0	-	14.5	14	7.7	0	-				
HCM Lane LOS	A	A	-	B	B	A	A	-				
HCM 95th %tile Q(veh)	0	-	-	0.6	0.6	0	-	-				



REQUEST FOR COUNCIL ACTION

Agenda Date: November 28, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 508-22/23 Approve Court Street Upgrades for Ameren, Brightspeed, & Comcast

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is to approve paying for aesthetic upgrades on Court Street so that the overhead power and communication lines no longer cross the road. There will still be above ground power lines on each side of the road, but all crossings will be moved underground. There are currently three power and communication providers that have above ground cables: Ameren Electric, Comcast, and Brightspeed (formerly known as Century Link and Lumen).

The quotes from each utility company are attached in Exhibit A, B, & C. Note that the additional costs shown in the exhibits are for pole upgrades. Staff was working with Ameren and Brightspeed to change the wood poles to fiberglass poles, which are black and more aesthetically pleasing. However, the excessive cost of almost \$1 million for these pole upgrades, caused the Infrastructure Committee to recommend declining this option. Therefore, new wooden poles will be utilized, and the City will not absorb any of the cost for relocating the poles.

The cumulative total of the three company's cost estimates for the upgrades for eliminating overhead crossings only is \$215,723.68. Note that these upgrades cannot be paid for out of the money allocated in the state budget, and these costs must be paid for with City funds.

FINANCIAL IMPACT:

Requested Amount: \$225,000.00
 Line Item: Next year's budget
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: Aesthetic upgrades will be made so that no power and telephone lines cross Court Street overhead between Red Bud Drive and Valle Vista.

IMPACT IF DENIED: No upgrades will be made.

ALTERNATIVES:

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:

Date:

Resolution No. 508-22/23 Approve Court Street Upgrades for Ameren, Brightspeed, & Comcast

WHEREAS, the City of Pekin has a road rehabilitation project planned for 2023 on Court Street from Valle Vista to Stadium Drive; and

WHEREAS, utility poles need to be relocated as part of this project to accommodate widening sidewalks through this corridor; and

WHEREAS, there are existing power lines and communication lines crossing Court Street at numerous locations; and

WHEREAS, the City has the option of having the utility companies move their aerial road crossings underground; and

WHEREAS, the Infrastructure Committee reviewed the quotes provided by Ameren Electric, Brightspeed, and Comcast and recommended the matter be brought to the City Council; and

WHEREAS, the City Council finds it is in the best interest of the City to upgrade all aerial cable crossings to underground crossings to improve aesthetics.

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

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

Section 2. The City Council directs the City Engineer to enter into agreements with Ameren Electric, Brightspeed, and Comcast to move all aerial cable crossings underground, with the cumulative costs not to exceed \$225,000.00.

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

MAYOR

ATTEST:

CITY CLERK

From: [Stockham, Brad](#)
To: [Esker, Josie A.](#)
Cc: [Kirkland, Chadrick](#); [Singleton, Kimberly R](#)
Subject: Reimbursement for Court St. Road project
Date: Tuesday, April 5, 2022 3:48:55 PM

Josie, we will need reimbursement to cover the cost of the difference between our wood poles and the fiberglass poles the city is requiring. This difference is \$46,620.00 for 21 poles. Our contractor priced out the poles with the manufacturer and it came to \$2220.00 per pole in cost difference. We will also need reimbursement for moving our cables crossing overhead on Court Street to underground, there are 6 overhead crossings that will have to be bored under the road and this cost comes to \$30,520.00. Thank you for your help with this and please let me know how to bill this to the city.

Brad Stockham

Network Implementation Engineer
416 Margaret St. Pekin, IL 61554
tel: 309-477-0363 | cell: 309-267-3287
bradley.stockham@lumen.com

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Construction Invoice

Date: November 21, 2022
 Project Category: Forced Relocate
 City, State: Pekin, IL
 Project Name: Court Street Beautification/Streetscape Project
 Project Location: Court Street
 Project Type: Forced Relocate

Invoice #: 22372
 PO #: _____
 Budget #: 61030
 Business Unit/Division: Central Division
 Region: Chicago
 Entity: 632

Desired Start Date:

Expected Completion Date:

For Comcast: Mark Wabel Comcast
 Coordinator (Comcast): _____ Comcast
 Coordinator (Contractor): Allan Harris
 For the Client: _____
 Requested by: Josie A. Esker
 Company Name: City of Pekin
 E-Mail: jaesker@ci.pekin.il.us

Business Phone #: 309-303-2037
 Business Phone #: _____
 Business Phone #: 217-503-7900
 Company Fax #: (309) 346-2095
 Company Phone #: (309) 478-5399 (217) 254-7280
 Company Address: 111 S. Capitol Street
 City, State, Zip Pekin, IL 61554

Summary Of Work : Provide Clear Detailed Information

Relocate the existing aerial cable plant street crossings to underground. Remainder of pole relocation aerial work to be completed at Comcast's expense.

ENGINEERING FEES

Sub Total Engineering Fees _____

INTERNAL LABOR COST

Sub Total Internal Labor \$ _____

CONTRACT LABOR COST

Sub Total Contract Labor \$ 21,572.40

MATERIAL COST

Total Cable & Material \$ 1,800.55

TOTAL PROJECT COST \$23,372.95

Prepared by: Mark Wabel

Preparer's Title: Construction Specialist

Approved by: Robert L. Schulter, Jr.

Approver's Title: Director of Construction

Approver's Signature: _____

Date Approved: November 21, 2022

I, the client, in contracting Comcast Cable Communications Inc., to perform the services and to provide all necessary materials, agree to pay for the actual materials and services used in completing this project and will remit the Total Project Cost amount along with the signed/approved Construction Cost Estimate. I also understand that I may be separately invoiced for construction costs that may exceed the Total Project Cost, but only for an amount up to 10% additional to the Total Project Cost.

Accepted by: _____
 Developer/Representative/Owner

Acceptance Date: _____

Legal Business Name: _____

Business Address: _____

Contact Name: _____

Title: _____

Please remit check and ONE signed original as follows:

Comcast Cable Communications, Inc.
Attn: Bob Schulter
688 Industrial Drive
Elmhurst, IL 60126

Phone No.: 224-229-5861

REV -2/02/2022 v1.83

Cost Estimate Summary, Court Street Project, Pekin, IL

Fiberglass Poles

This estimate includes 45 locations where wood poles would normally be installed. Number of poles may vary if easements are found and depending on the City's decisions regarding the overhead to underground conversion of road crossings.

Estimated cost of fiberglass poles and crossarms (material and labor)	\$446,720.77
Cost after Application of Rider EFC—Excess Facilities Charge 2.5X Total Installation Cost	\$1,116,801.93
Estimated cost of wood poles and crossarms (material and labor) Credit to the City of Pekin	(\$133,074.55)
Estimated Cost of Fiberglass Poles	\$983,727.38

Court & Audubon—OHD to UG Conversion: 9NOR 190565

- **Cost to City:** **\$49,079.74**
- Since the estimate is past 90 days, it will need to be updated

Court & E. Shore—OHD to UG Conversion: 9NOR 190586

- **Cost to City:** **\$48,950.99**
- Since the estimate is past 90 days, it will need to be updated

Convert OHD Services at 1900, 1904, 1910, & 1912 Court to UG..... **\$13,800.00**

- Estimated cost shown is Standard Charge from Ameren
- City is paying to convert the homes to accept underground services

		Cost of Bore Including Conduit, & 3/0 AL Cable			
Address	Bore Setup	Length	Per Foot	Sub- Total	Total Cost of Setup + Bore
1900 Court	\$900	100'	\$17	\$1,700	\$2,600
1904 Court	\$900	160'	\$17	\$2,720	\$3,620
1910 Court	\$900	160'	\$17	\$2,720	\$3,620
1912 Court	\$900	180'	\$17	\$3,060	\$3,960
					\$13,800

Cost Estimate Summary, Court Street Project, Pekin, IL

Eliminate Overhead Service Crossings between the east property line of Casey's and Hilltop.....\$50,000.00

- To eliminate several overhead services, a single-phase overhead line will be constructed along the south side of Court Street.
- Length: 1600'±
- Cost per mile: \$165,000
- Wood pole cost included here. If fiberglass poles are chosen, that premium cost has been included in the fiberglass pole estimates outlined previously in this document.
- Estimate includes the material and installation of 1/0 AAAC and 4/0 triplex.
- 45' poles were used in the estimate. These provide the 30' mounting height specified by Hanson Engineers for 250-watt equivalent LED lights on 6' brackets.
- Streetlights will be a separate monthly charge.
- These are currently Brightspeed poles. If fiberglass poles are used, Ameren will be taking over ownership of this line. If the City decides against the fiberglass poles, we will ask Brightspeed to install 45' poles if they can.

Cost for Underground Crossings: \$161,830.73

Total Cost: \$1,145,558.11



REQUEST FOR COUNCIL ACTION

Agenda Date: November 28, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 509-22/23 Approving Agreement Cruce Aviation, LLC Airport

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Airport Director for the Pekin Municipal Airport has been on military leave with the National Guard since September of 2022. The City Manager entered into a short term contract with Cruce Aviation, LLC, to perform operations services at the Airport during the Director's period of leave. This short term contract was for a period of 13 weeks, at \$1,125 per week. That contract is set to expire December 10, 2022. The Director's leave is expected to continue for approximately 2 years, so the Cruce Aviation has agreed to continue providing services at the Airport through December 31, 2024. The rate for services during the amended term will be \$1,175 per week beginning December 11, 2022, and increasing to \$1,275 per week beginning January 1, 2024. The City has the option of terminating the agreement at any time upon 30 days' written notice.

Staff recommends approval.

FINANCIAL IMPACT: FY'23 = \$29,375 FY'24 = \$63,100 FY'25 = \$40,800

Requested Amount: \$29,375.00

Line Item: 525-525-511600

Budgeted Amount: \$84,843.59

Remaining Funds: \$50,770.32

IMPACT IF APPROVED: Airport will continue to operate with a manager onsite.

IMPACT IF DENIED: Airport will not have an onsite manager.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Resolution No. 509-22/23 Agreement Between Owner and Contractor for Contract Operation of
Pekin Municipal Airport Cruce Aviation, LLC**

WHEREAS, the City entered into an Agreement for Contract Operation of Pekin Municipal Airport dated September 12, 2022 with Cruce Aviation, LLC ("Agreement"), to provide operation services for the Pekin Municipal Airport while the Director of Airports is on military leave; and

WHEREAS, the Agreement is set to expire on December 10, 2022; and

WHEREAS, the parties desire to amend the Agreement to extend the term thereof.

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

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

Section 2. The Agreement for Contract Operation of Pekin Municipal Airport dated September 12, 2022 with Cruce Aviation, LLC, is amended as set forth in the First Amendment to Agreement for Contract Operation of Pekin Municipal Airport attached hereto as Exhibit A, and the Mayor is authorized and directed to execute said First Amendment.

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

MAYOR

ATTEST:

CITY CLERK

FIRST AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONTRACT OPERATION OF PEKIN MUNICIPAL AIRPORT

This FIRST AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONTRACT OPERATION OF PEKIN MUNICIPAL AIRPORT ("First Amendment") is entered into between the City of Pekin, an Illinois municipal corporation ("Owner") and Cruce Aviation, LLC, an Illinois limited liability company ("Contractor").

WHEREAS, Owner and Contractor entered into that certain Agreement Between Owner and Contractor for Contract Operation of Pekin Municipal Airport on September 12, 2022 ("Agreement"); and

WHEREAS, by its terms, the Agreement is set to expire on December 10, 2022; and

WHEREAS, the parties now wish to amend the Agreement to extend the term thereof.

Now, therefore, the Owner and Contractor hereby agree as follows:

1. The term of the Agreement is extended through December 31, 2024; provided, however, that the either party may terminate the Agreement at any time for any reason upon 30 days' written notice to the other party.
2. Commencing December 11, 2022, Owner shall pay Contractor \$1,175.00 per week for the Work performed under the Agreement. Commencing January 1, 2024, Owner shall pay Contractor \$1,275.00 per week for Work performed under the Agreement.
3. All provisions of the Agreement not amended herein shall remain in full force and effect.

This Amendment will be effective on December 11, 2022.

OWNER: City of Pekin, IL

CONTRACTOR: Cruce Aviation, LLC

By: _____

By: _____

Title: Interim City Manager

Title: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONTRACT OPERATION OF PEKIN MUNICIPAL AIRPORT**

THIS AGREEMENT is by and between City of Pekin, IL ("Owner") and
Cruce Aviation, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.01 Contractor shall complete all Work as specified below:

- A. Provide contract operation services as needed for the effective and efficient operation of the airport.
- B. Onsite coordination of tenants, users, and stakeholders at the Airport.
- C. Answer and routes telephone calls and messages, providing information or reference to the appropriate person or agency.
- D. Assist pilots with fueling operations.
- E. Collect and record any sales at the Airport.
- F. Informs tenants and potential tenants regarding relevant hangar openings, rental rates and the rules, regulations, and minimum standards.
- G. Provide services to keep the airport terminal and grounds in an acceptable appearance including necessary assistance with lawn mowing operations.
- H. Schedule & coordinate the ordering of fuel and supplies, refuse collection, snow removal and maintenance repairs.
- I. Collect all information needed for reports and records for fuel tanks and hazardous material to maintain compliance with the State Fire Marshal and the Illinois Environmental Protection Agency.
- J. Attend and participate in meetings of the Airport Commission.
- K. Assists the City Staff with annual operational budget needs.
- L. Respond to radio requests to the Airport.
- M. Enters data and information to airport records.
- N. Coordinate as needed with City Staff, contractors, and consultants.
- O. Assist and coordinate events at the Airport.
- P. Other minor operational duties as assigned by City Staff

ARTICLE 2 – CONTRACT TIMES

2.01 *Contract Term*

- A. Contractor will be responsible for the Scope of Work. Contractor period runs 13 weeks from September 12, 2022 through December 10, 2022

ARTICLE 3 – CONTRACT PRICE

3.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract.

- A. Total Contract Amount: \$14,625.00.

ARTICLE 4 – PAYMENT PROCEDURES

4.01 *Submittal and Processing of Payments*

- A. Payment for contract operation services shall be made on a monthly basis. In order to ensure sufficient time for the payment to be processed, invoices must be submitted for payment on the first (1st) of each month following the completion of the previous months work.

ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS

5.01 In order to induce Owner to enter this Contract, Contractor makes the following representations:

- A. Contractor is familiar with and is satisfied as to his knowledge of all Laws and Regulations that may affect cost, progress, and performance of the scope of work.
- B. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of the scope of work; and (3) Contractor’s safety precautions and programs.
- C. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Scope of Work.
- D. The Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Scope of Work.
- E. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Scope of Work.

ARTICLE 6 – MISCELLANEOUS

6.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract.

6.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.04 *Independent Contractor*

- A. Contractor is an independent contractor of Owner. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
- B. Contractor shall not be entitled to worker's compensation, pension, insurance or other benefits afforded to employees of Owner.
- C. Owner shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, worker's compensation, disability benefits or other legal requirements applicable to Contractor. Contractor shall be exclusively responsible for the payment of all taxes, withholding payments, contributions to insurance (including Illinois unemployment insurance should such payments be applicable), contributions to pensions or other deferred compensation plans, Workers' Compensation obligations and FICA (Social Security and Medicare related taxes) obligations and the filing of all necessary documents, forms and returns pertinent to the foregoing.

6.05 *Indemnification*

- A. Contractor, on behalf of itself, its successors, and assign, agrees to indemnify, defend, release, discharge, and hold harmless Owner from and against any and all liability, claims, demands, or causes of action whatsoever, including reasonable attorneys' fees, arising out of (1) Contractor's failure to comply with its obligations or representations under this Agreement, or (2) the negligent or willful misconduct of Contractor, or that of its officers, officials, employees, or agents.
- B. Owner, on behalf of itself, its successors, and assigns, agrees to indemnify, defend, release, discharge, and hold harmless Contractor from and against any and all liability, claims, demands, or causes of action whatsoever, arising out of Contractor's performance of the Scope of Work, except in the case of the negligent or willful misconduct of Contractor, its officers, officials, employees, or agents.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Pekin, IL _____ CONTRACTOR: Cruce Aviation, LLC _____

By: _____ By: _____

Title: City Manager _____ Title: _____

Address for giving notices:	Address for giving notices:
111 S. Capitol Street	_____
Pekin, IL 61554	_____
_____	_____

Attachment: Cruce Aviation contract (3294 : Resolution No. 509-22/23 Approving Agreement Cruce Aviation, LLC Airport)



REQUEST FOR COUNCIL ACTION

Agenda Date: November 28, 2022
To: Council Members
From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Ordinance No. 4026-22/23 Amending City Code Section 2-6-6-2 Regarding Tourism Committee Officers

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: At its June 14, 2021 meeting, the City Council approved and adopted Ordinance No. 2978-21/22 amending the city code to update the type of appointees to the Tourism Committee and to reduce the number of voting members to 10. The code currently lists 11 voting members on the committee but states that there are 10 voting members. This is due to the intention to provide a rule allowing the chairperson to vote only when necessary to break a tie or when only 3 affirmative votes have been cast in any matter. The proposed ordinance updates the language regarding the chairperson.

Staff recommends approval.

FINANCIAL IMPACT:

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

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:

Date:

Ordinance No. 4026-22/23 Amending Chapter 2 Article VI. Division 6 Section 2 of the Pekin City Code Regarding Pekin Tourism Committee Officers

WHEREAS, the City Council desires to make certain amendments to the City Code to clarify the number of voting members and the role of the chairperson of the City of Pekin Tourism Committee; and

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

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

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

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

Sec. 2-6-6-2. - Composition; terms; officers.

(a) The Committee created by Section 1 above shall consist of ~~10~~11 voting members; provided, however, that the chairperson shall vote only (i) in the case of a tie, or (ii) when only 3 affirmative votes have been cast in favor of any matter before the Committee. All members shall be appointed by the Mayor with the consent of the Council. Voting members shall include the City Manager or designee, ~~;~~ one representative from each of the Pekin Fire Department, the Pekin Economic Development Department, the Pekin Library District, the Pekin Chamber of Commerce, and the Pekin Park District, four at-large representatives, and one representative from the hotel industry within the City,. The Committee may, at its discretion, also include other community organizations, citizens, or City staff in the discussion of agenda items; however, only the ~~ten~~eleven aforementioned members shall be entitled to vote on matters before the Committee.

(b) All non-city employee members of the Committee shall serve for a two-year term or at the pleasure of the Mayor.

(c) The Committee shall annually appoint a chairperson, vice-chairperson, and a secretary. The secretary shall be responsible for recording the minutes of meetings of the Committee.

(d) The Committee shall make recommendations to the City Council for the expenditure of funds in excess of the authority set forth in this Section.

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 _____

9.4

_____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: November 28, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Ordinance No. 4027-22/23 Sale to Brotherton

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: This ordinance is to authorize the sale of that portion of the City property at the corner of Main and Broadway that is currently used as a parking lot. A request for proposals for the purchase and development of the parking lot was issued, and the sole response was submitted by Roger Brotherton, who owns the Franklin School Building Museum across the street. Mr. Brotherton proposes to purchase the parking lot for \$10,000 to continue its use as a parking lot for visitors to the Museum. As part of the purchase, Mr. Brotherton will be responsible for obtaining a survey and subdivision plat approval to subdivide the parking lot area from the rest of the City-owned property.

A copy of the RFP, Mr. Brotherton's response, and a draft purchase agreement is included in the packet. The ordinance seeks authority to sell the parcel to Mr. Brotherton in accordance with his proposal and the draft purchase agreement, and to authorize the Mayor to negotiate and execute a final purchase agreement and to execute other such documents as necessary to complete the sale.

Staff recommends approval.

FINANCIAL IMPACT: \$10,000 purchase price paid to the City, plus possibility of returning the property to the tax rolls.

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

IMPACT IF APPROVED: The City will sell the parking lot to Roger Brotherton

IMPACT IF DENIED: The City will not sell the parking lot to Roger Brotherton

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
X	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is

essential the City plan carefully and maintain financial discipline to meet its \$63 million bond obligation.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Ordinance No. 4027-22/23 Sale of Municipally Owned Property to Roger Brotherton

WHEREAS, the City is the record owner of the parcel of real estate located at the southwest corner of Main Street and Broadway Road in the City of Pekin, more particularly described as follows:

Lots 129, 130, 131, 132, 157, 158, 159, and 160 of Cincinnati Addition to the City of Pekin, Tazewell County, Illinois.

PIN: 04-10-03-101-001;

(the "Property"); and

WHEREAS, the Property is located in the City's Court Street TIF District; and

WHEREAS, a portion of the Property is currently paved and used as a parking lot (the "Excess Property"); and

WHEREAS, the City Council has determined that the Excess Property is no longer needed for government purposes or proprietary activity of the City; and

WHEREAS, the City issued a request for proposals for the purchase and development of the Excess Property, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City received one proposal for the purchase and development of the Excess Property, which was submitted by Roger Brotherton and a copy of which is attached hereto as Exhibit B; and

WHEREAS, the City Council finds that the proposal submitted by Mr. Brotherton is an acceptable proposal and it is in the best interests of the City to accept such proposal.

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

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

Section 2. The proposal submitted by Roger Brotherton and attached hereto as Exhibit A is accepted.

Section 3. The Mayor is authorized to negotiate and execute a purchase agreement for the Excess Property consistent with the terms of the proposal and in substantially the form set forth in the attached Exhibit C.

Section 4. The Mayor and the City Clerk are authorized and directed to execute such other and further documents as necessary to effectuate the sale of the Excess Property to Roger Brotherton pursuant to the terms set forth herein.

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

ATTEST:

CITY CLERK

Request for Proposal Purchase and Improvement of City-Owned
 Parking Lot on Main Street
 Proposals Due: August 26, 2022



City of Pekin, Illinois
 Public Property Division of the Department of Public Works
 Attn: Justin Reeise, PE – Public Works Director
 111 S. Capitol Street
 Pekin, Illinois 61554
jlreeise@ci.pekin.il.us
 309-478-5365

INTRODUCTION

The City of Pekin is soliciting proposals to purchase and improve the referenced commercial property.

PROPERTY DESCRIPTION

The property consists of a vacant commercial parking lot and is generally bounded as shown above.

The property consists of a portion of City owned right-of-way, and parts of PIN 04-10-01-101-001 and PIN 04-10-03-101-002.

Proposals may include expanded limits which include purchase of portions of adjoining City owned property. Proposals should clearly define the area included in the respondent's proposal.

The successful respondent will be responsible for the legal survey and subdivision of property including submission of a plat to the County.

ZONING

The property is currently zoned as I-2.

The I-2 General Industrial Districts are designed primarily for manufacturing, assembling and fabrication activities including large scale or specialized industrial operations whose external physical effects will be felt to some degree by surrounding districts. The I-2 District is so structured as to permit the manufacturing, processing and compounding of semi-finished products from raw materials as well as from previously prepared material.

The City anticipates the proposals may request conditional use zoning for the project. The respondent will advise the city if they would like to pursue conditional use zoning for the project.

PURCHASE PRICE

The City has not established a minimum sale price for this property. Proposals will be evaluated on multiple factors including offer price, proposed use/development, and schedule.

PREFERRED PROPOSAL

The preferred proposal will account for the highest and best use of the property.

SUBMISSION REQUIREMENTS AND FORMATS

The following information is required for an RFP submittal:

1. Cover Letter - The cover letter should provide a summary of your proposed development. This includes the following information:
 - A. Developer name
 - B. Mailing address
 - C. Contact numbers
 - D. Email address
 - E. Price offered to purchase the property
 - F. Brief description of intended use
2. Development Proposal - A narrative of your proposal which includes a conceptual site plan showing proposed improvements, structures, and property use.

3. Schedule - The proposed project timeline for improvements/development and land transfer.
4. Financials - Summarize the anticipated financing for the project including estimated post development value.
5. Requests - Any assistance, incentives, anticipated variances, rezoning, etc. requested from the City of Pekin.
6. Submittal - Respondents must submit two (2) hard copies of their complete proposal along with a digital form of the submittal. The proposal should not exceed twenty (20) pages.

PROPOSAL PACKAGE

The proposal package should include the following:

1. Please submit two (2) copies of the proposal.
2. The proposal must be submitted no later than 4:00 p.m. on August 26, 2022.
3. Proposal to be marked "Proposal Purchase and Improvement of City-Owned Parking Lot on Main Street".

PROPOSAL EVALUATION

The City of Pekin will form a selection committee to evaluate the RFP submittals.

The City shall consider the following information when evaluating submitted proposals to determine which proposal is in the best interest of the City:

1. Qualifications of the Respondents
2. Financial benefit to the City of Pekin, with consideration to purchase price offered and long term financial benefit of the site.
3. Highest and best use of the property.
4. Suitability of proposal with respect to neighboring area.
5. Ability of purchaser to fulfill the commitments in the proposal.
6. Timeframe for completion of development.

During this process, the City may seek additional information from the responders. In addition, the City may request that the responders make a presentation of their proposal.

It is anticipated the evaluation process will take up to six (6) weeks. The selection committee will then bring forth a recommendation at a regularly scheduled City of Pekin Council meeting. If necessary the City of Pekin reserves the right to adjust this schedule or process. Only proposals received by the due date will be reviewed.

The selection committee will make a recommendation to the City Council for acceptance of a proposal that is determined to be in the best interest of the City.

CERTIFICATION OF RESPONDENTS

Respondent certifies they are not delinquent in the payment of real estate taxes in Tazewell County or in default of any other fine, fee, or development agreement with the City of Pekin.

CITY RESERVATIONS

The City of Pekin reserves the right to:

1. Modify, waive or vary terms of the RFP at any time, including and not limited to submission deadlines, and proposal requirements.
2. Reject any or all proposals.
3. Cancel or withdraw the RFP at any time.
4. Accept the proposal which best serves the interest of the City of Pekin.
5. Modify the RFP schedule or process.
6. Include contingencies in the purchase agreement.

PROJECT INFORMATION

With this project we expect the successful respondent to be responsible for the preparation of all designs, plans, and installations for the improvements outlined in the accepted proposal.

The buyer from the successful respondent will enter into a development contract with the City of Pekin for the improvement of the property as outlined in the successful proposal.

All improvements must be completed in accordance with applicable regulations and codes.

If Buyer fails to meet the terms and schedules outlined in the proposal and subsequent development agreement, the City of Pekin reserves the right to reclaim ownership of the property at the purchase price less administrative costs to reclaim property.

QUESTIONS AND COMMENTS

All questions about this RFP should be directed to the Public Properties Division of the Department of Public Works. Questions will be accepted until 5:00 p.m. of the fourth business day prior to proposals being due. Please allow up to 48 hours for a response.

City of Pekin, Illinois
 Public Property Division of the Department of Public Works
 Attn: Justin Reeise, PE – Public Works Director
 111 S. Capital Street
 Pekin, Illinois 61554
 jlreeise@ci.pekin.il.us
 309-478-5365

Proposal Purchase and Improvement of City-Owned Parking Lot on Main Street

1. Cover letter

- A. Developer name: Roger Brotherton
- B. Mailing address: 100 Broadway St. Pekin, IL 61554
- C. Phone: (309) 267-6021
- D. Email: schim1986@gmail.com
- E. Price offered to purchase the property: \$10,000.00
- F. Brief description of intended use: Continue use as parking for tourism to The Franklin School Building Museum.

2. Development Proposal

Developer will continue a high level of maintenance and appearance as currently done at The Franklin School Building Museum (adjacent to the parking lot property) for the past 25 years.

3. Schedule

Improvements include: cleaning up, mowing, weed-eating, etc within one week of purchase. Land transfer as soon as the city can schedule.

4. Financials

Any future improvements will adjust the post-development value.

5. Requests

None.

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 _____, 2022 by **Roger Brotherton ("Purchaser")**, and **the City of Pekin, an Illinois municipal corporation ("Seller")**.

WITNESSETH:

WHEREAS, Purchaser desires to purchase and Seller desires to sell certain real property and appurtenances thereto belonging 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 real property located at the southwest corner of Main Street and Broadway Road in the City of Pekin, more particularly described as follows, to-wit:

Lots 129 and 130, and part of Lots 131, 158, and 159 in Cincinnati Addition to the City of Pekin, Tazewell County, Illinois.

A part of PIN: 04-10-03-101-001

said property to be more particularly described by survey plat obtained as provided herein and provided to the City prior to Closing, together with all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "*Property*").

1.1. Purchase Price. The purchase price of the Property ("*Purchase Price*") shall be ten thousand and 00/100 Dollars (\$10,000.00), to be paid by Purchaser to Seller at Closing, plus or minus credits and prorations provided for herein, in cash or by certified, cashier's or escrowee check or bank wire transfer of collected federal funds.

2. Property Sold "AS IS". The Property is vacant land being sold "as is", with no warranties or implied conditions. This Agreement is not subject to any inspections of the Property, Purchaser having had ample opportunity to inspect its condition.

3. Subdivision Plat Approval. Purchaser shall obtain, at Purchaser's sole cost and expense, a subdivision plat approval from the City of Pekin, in accordance with the Illinois Plat Act and the City Code of the City of Pekin defining and separating the Property from the entirety of the parcel owned by Seller and identified as PIN 04-10-03-101-001. Purchaser hereby warrants and represents unto Seller that Purchaser shall timely apply for and diligently pursue subdivision plat approval. Seller agrees to cooperate in the filing and signing of any application for plat approval deemed reasonably necessary by Purchaser.

4. Closing. The purchase of the Property, and delivery of possession, shall be consummated as follows:

4.1. Closing Date. The closing (the "*Closing*") shall be held on or before that date which is fifteen (15) days after the approval of the subdivision plat requires by paragraph 3 above. The Closing shall be held at the offices of Seller's Attorney, and may be closed via escrow by agreement of the parties.

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

4.2.1. **Deed.** An executed Quit-Claim Deed to the Property, prepared by Seller and in a form reasonably acceptable to Purchaser.

4.2.2. **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.

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

4.3.1. **Purchase Price.** The Purchase Price as set forth in Section 1.1 hereof, plus or minus proration provided for herein.

4.3.2. **Subdivision Plat.** An approved subdivision plat in accordance with paragraph 3 above.

4.3.3. **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.

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

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

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

4.5. Property Taxes.

4.5.1. The parties acknowledge that the Property is currently tax exempt and therefore there will be no tax proration or credit provided at Closing.

4.6. Closing Costs. Seller shall pay the following costs: Seller's attorneys' fees, any transfer taxes or sales taxes, and the cost of documentary stamps. Purchaser shall pay the following costs: Purchaser's attorneys' fees and recording fees for recording the deed, and any fees associated with any financing.

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

5. Default. If Seller wrongfully refuses to close the sale of the Property to Purchaser or is unable to close the sale of the Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser 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 Seller's covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys' fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder.

If Purchaser wrongfully refuses to close the Purchase of the Property and pay the Purchase Price to Seller then Seller shall be entitled, at its option, to pursue any remedies available at law or in equity (including but not limited to seeking specific performance). Moreover, in the event of a breach by Purchaser, Seller shall also be entitled to collect as an element of its damages, reasonable attorneys' fees and court costs.

6. Condemnation. If, prior to the Closing, any portion or portions of the Property shall be taken by condemnation or any other 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 upon fifteen (15) days' written notice to Seller. 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 therefore 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).

7. Realtor's Commissions. Each party represents to the other that no real estate broker has been engaged with regard to this transaction. Each party (the "*Indemnifying Party*") agrees to indemnify and hold the other harmless against any brokerage commissions due to any other real estate broker having been engaged by or claiming to have been engaged by the Indemnifying Party with regard to this transaction.

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

8.1. Counterparts; Electronic and Facsimile Signatures. 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. Electronic or facsimile signatures of the parties shall be accepted and binding on the parties in the same manner as original signatures.

8.2. Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

8.3. 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.

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

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

8.6. 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.

8.7. 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.

8.8. 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.

8.9. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic

communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated (including email), or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO SELLER:

City of Pekin
Attn: City Manager
111 S. Capitol Street
Pekin, IL 61554

With a copy to:

Miller, Hall & Triggs, LLC
Attn: Katherine Swise
416 Main Street, Suite 1125
Peoria, IL 61602

IF TO PURCHASER:

Roger Brotherton
100 Broadway Street
Pekin, IL 61554

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 confirmation of delivery if by email, 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.

8.10. Performance. Whenever the day for performance falls upon a Saturday, Sunday, or state or federal holiday, the day for performance shall be extended to the next business day.

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

SELLER:

City of Pekin, Illinois
an Illinois Municipal Corporation

PURCHASER:

Roger Brotherton

By: _____
Its Mayor

Attest;

By: _____
City Clerk

