



City of Pekin

**CITY COUNCIL MEETING
TUESDAY, NOVEMBER 12, 2019
5:30 PM**

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
4.	Minutes Approval
4.1.	City Council - Regular Meeting - Oct 28, 2019 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Appointments to Riverway Business Park Review Committee ACTION REQUESTED: Approve Resolution 37-19/20 regarding appointments to Riverway Business Park Review Committee
6.2.	Resolution No. 32-19/20 Mayor's Appointment of Keith Dunkelbarger to the Economic Development Advisory Committee ACTION REQUESTED: Adopt the Resolution.
6.3.	Resolution No. 36-19/20 Mayor's Appointments David Huskinson and Michael Thompson to the Zoning Board of Appeals ACTION REQUESTED: Adopt the Resolution.
6.4.	Tazewell County Animal Control Billing - October 2019 ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – October 2019
6.5.	Police Department Monthly Stats - October 2019 ACTION REQUESTED: Receive and File Police Department Monthly Stats – October 2019
6.6.	National Apprenticeship Week November 11 thru November 17, 2019 ACTION REQUESTED: Approve the Proclamation.

6.7.	Accounts Payable Bill Run through 10-28-19 and 11-8-19 ACTION REQUESTED: Receive and File Accounts Payable Proof List through October 28, 2019 and November 8, 2019.
7.	Presentation by Sikich LLP
8.	New Business
8.1.	Resolution No. 31-19/20 Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan ACTION REQUESTED: Adopt the Resolution.
8.2.	2019-2022 Farm Lease for the Pekin Municipal Airport ACTION REQUESTED: To approve a three year farm lease with Mark Weyhrich for the available tillable land located at the Pekin Municipal Airport.
8.3.	Resolution No. 33-19/20 Determination of Estimated 2019 Property Tax Levy ACTION REQUESTED: Approve Resolution No. 33-19/20 declaring the City's intention to establish a 2019 tax extension that does not exceed 105% of its 2018 tax extension.
8.4.	Resolution 34-19/20 Approving Right of First Refusal Agreement and Acceptance of Easements for Riverway Business Park ACTION REQUESTED: Adopt Resolution 34-19/20 approving the right of first refusal agreement and acceptance of easements for Riverway Business Park.
8.5.	Ordinance No. 2853-19/20 Redevelopment Agreement with 353 Court, LLC for stabilization of historic building at 353 Court Street ACTION REQUESTED: Adopt Ordinance No. 2853-19/20 to enter into a redevelopment agreement with 353 Court LLC, for use of Central Business District Tax Increment Financing for the stabilization of 353 Court Street, Pekin, Illinois.
8.6.	Ordinance No. 2854-19/20 Redevelopment Agreement 353 Court Pizza, LLC ACTION REQUESTED: Adopt Ordinance No. 2854-19/20 to enter into a redevelopment agreement with 353 Court Pizza, LLC, for use of Central Business District Tax Increment Financing for tenant improvements to property located at 353 Court Street.
8.7.	Resolution No 35-19/20 Discussion and Authorization to Pursue Court Street TIF District & Business Development District ACTION REQUESTED: Adopt Resolution 35-19/20 authorizing the City Manager to pursue the creation of a TIF District and Business Development District primarily along Court Street and other commercial areas of the city.

9. Any Other Business To Come Before The Council
10. EXECUTIVE SESSION 5 ILCS 120/2 (c) (1.) Personnel Performance of Specific Employees of the Public Body
11. Adjourn

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY OCTOBER 28, 2019 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Mark Luft. The Clerk confirmed all Council Members were present. A quorum was declared by Mayor Luft.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	4:17 PM
Rick Hilst	Councilman	Present	4:14 PM
Karen Hohimer	Councilwoman	Present	4:09 PM
Dave Nutter	Councilman	Present	4:15 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:11 PM
John P Abel	Councilman	Present	4:10 PM
Mark Luft	Mayor	Present	4:12 PM

APPROVE AGENDA

- 3.1.** Motion to: **Motion to Remove 8.1, 8.3, & 8.6 from the Current Agenda**
 Council Member Hilst asked that before he made a motion regarding the agenda he be allowed to make comments on why he would be making the motion. He stated the council had been approving agenda items for months with expenses without having received the true financial condition of the City, and referred to the 2018 Audit not being completed. He would not throw blame but voiced concern that it was time for Council to take a stronger stance on the issue. Council Member Hilst then motioned to remove New Business items 8.1, 8.3, and 8.6 from the Agenda, seconded by Council Member Nutter.

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

- 3.2.** Motion to: **Approve agenda**
 Councilmember Dave Nutter questioned the Finance Director with regards to an update on the audit.

 Finance Director, Mr. Bruce Marston, explained to the Council that he also is frustrated but the Council is dealing with current year revenue and expenditures and the funds are doing better than projected. Mr. Marston received correspondence from the auditors on October 7, 2019 indicating that they need an additional 4 weeks as they communicate that they are not able to allocate the time necessary to finish the report. Mr. Marston gave Council alternatives to looking at the budget by looking at the investment report every month and budget reports and it was added that there is nothing in the current year operations that

is negative with regard to budget expenditures and the ability to meet those. Council continued to discuss the cost and the penalties associated each day the report is late. Mr. Marston applied for an extension for fiscal year 29 audit as we cannot start the FY19 audit until the FY18 audit is complete. Finally Council discussed the options to not engage this firm in the next years audit if we are unhappy with their performance. Mr. Marston recommended not engaging them again. City Manager, Mr. Mark Rothert, pointed out that he has emailed the auditors to notify them that we are getting fined. Mr. Marston added that a managing partner is assigned to each audit and if that partner is failing you can go above them. Councilmember Abel requested that someone from the firm attend the next Council meeting to answer questions.

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

APPROVAL OF MINUTES

4.1. Motion to: **Approval of Minutes**

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

4.2. City Council - Regular Meeting - Oct 14, 2019 5:30 PM

PUBLIC INPUT

No public input was given.

CONSENT AGENDA

Mayor Luft read through the 5 Consent Agenda Items. All items were approved by Omnibus vote of the Council.

- 6.1. **September 11, 2019 Minutes of the Pekin Plan Commission**
- 6.2. **September 2019 Building Report**
- 6.3. **Resolution No. 30-19/20 Mayor's Appointment of Gary Brien to the Pekin Public Library Board of Trustees to fill an unexpired term of Elise Albers until June 30, 2020 is approved.**
- 6.4. **National American Indian Heritage Month**
- 6.5. **Accounts Payable Bill Run through 10-18-19 and General Fund Revenue vs Expense Detail Period and Non General Fund Revenue vs Expense Detail Period through August 2019 Period 4**
- 6.6. **Motion to: Motion to Approve Consent Agenda**

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

PRESENTATION

7.1. **Proposed 2020 Street Maintenance Plan Presentation**

City Manager, Mr. Mark Rothert, introduced the City Engineer, Mr. Michael Guerra to give a presentation on the Proposed 2020 Street Maintenance Plan.

City Engineer, Michael Guerra, began the presentation and explained that the goal is to create a five year capitol plan. Mr. Guerra then introduced the Assistant City Engineer, Ms. Josie Esker, to explain the initial draft plan which included an overview of the types of street maintenance and last years' projects. Overall, \$662,523 was invested in last years' street maintenance utilizing MFT funding. Ms. Esker continued the slide show with next year's projects with the exception of Court Street, Derby Street, Broadway between 8th and Parkway between Willow and Sheridan. Presented were the potential 2020 maintenance and mill and overlay projects that included 14th Street from Koch to El Camino, Willow between Parkway and Schramm, another two sections of Willow and Parkway heading North from Sheridan into the City limits, 10th Street, Broadway and 5th from Washington to Derby. Ms. Esker continued with proposed chip seal projects that included Central Original Town Subdivision, Pekin Heights, Sunset Hills, miscellaneous street, Koch from Route 29 to 14th Street, and Greenbrier and Parkway Manor Subdivisions. The proposed budget includes the increase of MFT allocations estimated to be \$1.5M and the funds that came under budget for last years' projects, for a total of \$2.02M. therefore, the engineering departments recommendations are 14th Street from Koch and El Camino for mill and overlay, and a split asphalt section from Koch to Veterans, ADA Sidewalk Ramps on Parkway from Willow to city limits and on Willow from Parkway to Schramm and all listed streets for chip seal. Ms. Esker informed Council of the survey in their packet and the next steps is for Council to provide responses to the engineering department by November 16, 2019 to present the final selection at the 2nd meeting in November.

Council presented Ms. Esker with questions regarding other ADA Ramp projects, daily traffic count, paid invoices for last years' projects and other projects requested by the public.

NEW BUSINESS

8.1. Greater Peoria Economic Development Council Annual Sponsorship

The Council was asked to approve a request from the Greater Peoria Economic Development Council (GPEDC) with a 2019 investment dues of \$25,000.00. Council was advised the money was used to build economic growth through targeted business assistance and attraction, workforce development and regional marketing. The City of Pekin had collaborated with the Greater Peoria EDC for 10+ years and continued to collaborate on sharing data, regional marketing, and project and business assistance. Pekin benefited from business attraction efforts with leads generated from site selectors, conferences and trade shows/summit's focused on manufacturing and healthcare industries. The GPEDC also had streamlined responses for site search requests adding regional data and resources available to development projects when a Pekin site was submitted.

Council Member Garrison made a motion to table the approval. No second was received.

RESULT:	APPROVED [5 TO 1]
MOVER:	Dave Nutter, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hohimer, Orrick, Abel, Luft
NAYS:	Dave Nutter
ABSTAIN:	Rick Hilst

8.2. Resolution No. 29-19/20 Directing the Planning and Zoning Commission to Hold a Hearing to Consider an amendment to the Zoning Code of the City of Pekin to Place Limitations on Cannabis Business Establishments Within the City of Pekin

City Manager, Mr. Mark Rothert, presented Resolution No. 29 – 19/20 to direct the Pekin Planning Commission to hold a public hearing and render a recommendation on zoning changes. A sample zoning code amendment prepared by the City Attorney is attached. It shows how cannabis sales would be regulated in the City if the City Council voted to allow dispensaries in the community.

RESULT:	APPROVED [6 TO 0]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Orrick, Abel, Luft
ABSTAIN:	Michael Garrison

8.3. Resolution No. 28-19/20 for the Demolition of Abandoned Properties at 410 South Street and 1118 Woodlawn Ct. Utilizing CDBG Funds
No discussion was held.

RESULT:	APPROVED [6 TO 0]
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
ABSTAIN:	Rick Hilst

8.4. Site Plan for Addition to Johnson Mechanical at 1818 Riverway Drive

City Manager, Mr. Mark Rothert, presented a request to Council made by Johnson Mechanical Company for Site Plan Review for the construction of a 6,000 square foot addition onto the rear of the existing building at 1818 Riverway Drive. The proposed addition will be constructed directly to the rear of the existing building and will be connected with a 500 square foot, fire-rated corridor to the rear of the existing building. The proposed addition will be utilized as a warehouse, which constitutes a permitted use in the PUD District.

Building Inspector, Mr. John Lebegue, described the parking requirement for warehouse and wholesale establishments, yard setbacks, lot coverage and FAR. Mr. Lebegue concluded that staff found that the site plan is in compliance with City development and zoning requirements and standards. Therefore, upon consideration, the Plan Commission found the addition compliant with City requirements and voted unanimously to recommend approval to Council.

Approval of the proposed expansion will also have to subsequently go before the Riverway Business Park Committee to ensure the proposed project plans conform to the protective covenants of the Riverway Business Park.

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

8.5. Agreement for Construction and Maintenance with Tazewell and Peoria Railroad for a Railroad Crossing for the entrance to CHS Grain Elevator and Dock.

City Engineer, Mr. Michael Guerra asked that Council to approve an agreement for the design and construction for a railroad crossing for the entrance to the CHS grain elevator and dock along Front Street. The cost for the design for this railroad extension and the construction was included in the Front Street funding the City received as part of the construction for the improvements. This agreement outlined the responsibilities of the City and the railroad as it related to the removal and replacement of the rail crossing.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.6. 2020 Tazewell County Animal Control Intergovernmental Agreement
Council was presented with the annual renewal for the agreement between the Tazewell County Animal Control and the City of Pekin providing animal and rabies control services to the City of Pekin. Council was advised the cost did not increase in the past several years and would remain the same cost as previous years. Tazewell County also issues local ordinance tickets on the City's behalf to those violators they encounter. Some of these costs are recouped through the Adjudication Process. The annual cost remained at \$45,045.96.

RESULT:	APPROVED [6 TO 0]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
ABSTAIN:	Rick Hilst

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Elaine Ritchie and Anita Justice approached the podium and spoke against the motorized bicycles in the city. Mayor Luft informed the public that the issue is being discussed and a new ordinance will be presented in the new year.

John McNish questioned Council on the upcoming demolitions on Orchard and requested a list of those properties. Mr. McNish also addressed removing the garbage fee from wastewater, and update on the audit and Court Street. Mayor Luft addressed his concerns.

City Manager gave an update on City Council goals with updates on progress including expanding capital improvement items, and approved reorganization.

City Engineer, Mr. Michael Guerra, announced road closure and project updates.

Mayor Luft and Council members each gave their announcements.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

The motion was made by Councilmember Orrick to adjourn, seconded by Councilmember Garrison. There being no further action to come before Council, Mayor Luft adjourned the meeting 7:09 PM.



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution 37-19/20 Appointments to Riverway Business Park Review Committee

ACTION REQUESTED: Approve Resolution 37-19/20 regarding appointments to Riverway Business Park Review Committee

DESCRIPTION: The City of Pekin adopted the Riverway Business Park Protective Covenants (“Covenants”) on March 23, 1992. The City subsequently amended the Covenants by Resolution No. 302 on April 19, 1993, by Resolution No. 533 on December 19, 1994, by Resolution No. 66 on June 28, 2004 and by Resolution No. 191-06/07 on March 26, 2007. The Covenants set forth certain provisions that enable the City and other landowners in the Riverway Business Park to regulate development in the Riverway Business Park.

The Covenants are to be administered and enforced by a Riverway Business Park Review Committee (“Committee”). The City of Pekin, as long as it holds at least 25% of the land ownership described in the Covenants, is to appoint the seven-member Committee. Current terms of previous appointees to the Committee have expired. However, there are currently pending developments in the Riverway Business Park that need the approval of the Committee to progress. It is therefore in the best interests of the City to make new appointments.

The Mayor is thus appointing the following individuals to the Riverway Business Park Review Committee, upon the City Council’s consent:

- Mark Luft Mayor
- Drew Leman Riverway Business Park Property Owner
- Mack Cakora EDAC Member
- Mark Rothert City Manager
- Matt Fick Economic Development Manager
- Mike Guerra City Engineer
- To Be Determined Riverway Business Park Property Owner

FINANCIAL IMPACT: N/A

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

IMPACT IF APPROVED: The Riverway Business Park Review Committee will be reconstituted

IMPACT IF DENIED: The Riverway Business Park Review Committee will not be reconstituted

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be

	updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/8/2019

Mark A. Rothert

Mark A. Rothert, City Manager

11/8/2019

Date:

WHEREAS, the City of Pekin is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution, the Illinois Municipal Code and the City Code of the City of Pekin; and

WHEREAS, the City of Pekin adopted the Riverway Business Park Protective Covenants (“Covenants”) on March 23, 1992; and

WHEREAS, the City of Pekin amended the Covenants by Resolution No. 302 on April 19, 1993, by Resolution No. 533 on December 19, 1994, by Resolution No. 66 on June 28, 2004 and by Resolution No. 191-06/07 on March 26, 2007; and

WHEREAS, the Covenants set forth certain provisions that enable the City and other landowners in the Riverway Business Park to regulate development in the Riverway Business Park; and

WHEREAS, the Covenants are to be administered and enforced by a Riverway Business Park Review Committee; and

WHEREAS, the City of Pekin, as long as it holds at least 25% of the land ownership described in the Covenants, is to appoint the seven-member Riverway Business Park Review Committee; and

WHEREAS, current terms of previous appointees to the Riverway Business Park Review Committee have expired; and

WHEREAS, the City has determined that appointments to the Riverway Business Park Review Committee are in the best interests of the City.

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

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

Section 2. The following individuals are appointed to Riverway Business Park Review Committee, effective immediately, with terms of three (3) years each:

- Mark Luft Mayor of Pekin
- Drew Leman Riverway Business Park Property Owner
- Mack Cakora EDAC Member
- Mark Rothert City Manager
- Matt Fick Economic Development Manager
- Mike Guerra City Engineer

PASSED BY THE CITY COUNCIL of the City of Pekin, Illinois, at a Regular meeting thereof held on the 12th day of November, 2019.

MAYOR

6.1

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 32-19/20 Appointment to EDAC Dunkelbarger for Sparks

ACTION REQUESTED: Adopt the Resolution.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Resolution No. 32-19/20 Mayor's Appointment of Keith Dunkelbarger to the
Economic Development Advisory Committee**

6.2

MAYOR

ATTEST:

CITY CLERK

RESOLUTION No. 32-19/20

November 12, 2019

PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

the Mayor's appointment of Keith Dunkelbarger to the Economic Development Advisory
 Committee to fill an unexpired term of Andy Sparks until the first Monday in May, 2022
 is hereby approved.

SIGNED BY _____

MAYOR.



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Appointments ZBA Huskinson and Thompson

ACTION REQUESTED: Adopt the Resolution.

DESCRIPTION:

FINANCIAL IMPACT:

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

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:
 Date:

**Resolution No. 36-19/20 Mayor's Appointments David Huskinson and Michael
Thompson to the Zoning Board of Appeals**

6.3

MAYOR

ATTEST:

CITY CLERK

RESOLUTION No. 36-19/20

November 12, 2019

PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

the Mayor's appointments of David Huskinson to the Zoning Board of Appeals to fill the unexpired term of Talena Michaels until May 31, 2021 and Michael Thompson to fill the unexpired term of Charity Gullett until May 31, 2022, are hereby approved.

SIGNED BY _____

MAYOR.

Attachment: APPOINTMENT ZBA HUSKINSON AND THOMPSON FOR MICHAELS AND GULLETT (1929 : Appointments ZBA Huskinson and



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Animal Control Billing - October 2019

ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – October 2019

DESCRIPTION: Tazewell County Animal Control Billing – October 2019

FINANCIAL IMPACT:

Requested Amount: \$3,753.83
 Line Item: 100-761-5-66700
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
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	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/6/2019

Date:

Tazewell County Animal Control

6.4.a

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



October 2019 Invoice

Balance Due \$3753.83

City Of Pekin
111 S Capitol St
Room 242
Pekin, IL 61554

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
10-31-2019	Pekin Contract Fee	\$3,753.83	\$3,753.83
As of 10-31-2019, there is a balance due of			\$3,753.83

For services provided 10/1/2014 - 10/31/2019

Attachment: Animal Control Billing - October 2019 (1927 : Animal Control Billing - October 2019)

Tazewell County Animal Control**Case Intake Register 10-01-2019 to 10-31-2019**

Record count on this entire report: 236
 Run Date: 11-01-2019 12:42:15 PM by Ryan Sanders
 FAX: (309) 925-3633

Group By Municipality
 Order By Municipality
 Page Number: 13 of 22

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
10-18-2019 3	10-18-2019	Stray/Aco Pickup Pickup location: 1016 S 12th St, Pekin, IL 61554	Lohnes, Pam	Joseph Swope	#149398/M/Dog/Pit Bull Buddy/Large/Adult/Tan	7011
10-03-2019 9	10-03-2019	Stray/Aco Pickup Pickup location: 305 N 5th, Pekin, IL 61554	Harms, Jaymee	Wayne Englebrecht	#153909/M/Dog/Pit Bull Odysseus/Black/White	6911
10-05-2019 2	10-05-2019	Stray/Aco Pickup Pickup location: N 3rd & Summerset St, Pekin, IL 61554	Kautz, Chad	Wayne Englebrecht	#153909/M/Dog/Pit Bull Odysseus/Black/White	6921
10-02-2019 18	10-02-2019	Stray/Aco Pickup Pickup location: 312 Caroline St, Pekin, IL 61554	Lohnes, Pam		#178446/F/Cat/Dsh Small/Kitten/Calico	6896
10-28-2019 2	10-28-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee	Ryan Britton	#148797/M/Dog/Pit Bull Buddy/Large/Adult/Black/Brown	7071
10-15-2019 3	10-15-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Jerry Hagen	#161182/M/Cat/Dmh Art/Medium/Adult/Gray/White	
10-01-2019 1	10-01-2019	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohnes, Pam	Meagan Knight	#169232/M/Dog/Pit Bull Mack/Medium/Adult/Black/White	6887
10-02-2019 20	10-02-2019	Stray/Aco Pickup Pickup location: 312 Caroline St, Pekin, IL 61554	Lohnes, Pam		#178450/M/Cat/Dsh Small/Kitten/Tabby/White	6896
10-10-2019 5	10-10-2019	Stray/Aco Pickup Pickup location: 1410 S 10th, Pekin, IL 61554	Harms, Jaymee		#178798/M/Cat/Dsh Sly/Large/Adult/Black/White	6958
10-29-2019 11	10-29-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179531/U/Cat/Dsh Small/Kitten/Gray/Tabby	
10-08-2019 2	10-08-2019	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Fred Dawson	#48950/M/Dog/Weaton Terrier Sammy/Large/Senior/Rust/Black	6998
10-15-2019 6	10-15-2019	Owner Surrender/Aco Pickup Pickup location: 201 Sunnyridge Court, Apt F, Pekin, IL 61554	Kautz, Chad	Lee Gordon...	#178932/U/Cat/Dsh Medium/Adult/Brown/Tabby	
10-29-2019 10	10-29-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179529/F/Cat/Dsh Medium/Adult/Gray/Tabby	
10-03-2019 7	10-03-2019	Stray/Aco Pickup Pickup location: 100 Taps, Pekin, IL 61554	Harms, Jaymee	Thomas Lash	#178495/M/Dog/Labrador Retriever Darwin/Small/Puppy/Black/White	6907
10-10-2019 9	10-10-2019	Confiscated/Aco Pickup Pickup location: 1411 S 7th, Pekin, IL 61554	Harms, Jaymee	Eric Rasmussen	#178156/M/Dog/Bloodhound Fen/Medium/Puppy	6964
10-02-2019 3	10-02-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#178394/U/Cat/Dsh Feral/Medium/Adult/Black/White	
10-02-2019 21	10-02-2019	Stray/Aco Pickup Pickup location: 312 Caroline St, Pekin, IL 61554	Lohnes, Pam		#178452/F/Cat/Dsh Medium/Dilute/Calico	6896
10-02-2019 17	10-02-2019	Stray/Aco Pickup Pickup location: 312 Caroline St, Pekin, IL 61554	Lohnes, Pam		#178444/F/Cat/Dsh Small/Kitten/Tortoise Shell/Tabby	6896

Tazewell County Animal Control**Case Intake Register 10-01-2019 to 10-31-2019**

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Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
10-02-2019 15	10-02-2019	Stray/Aco Pickup Pickup location: 312 Caroline St, Pekin, IL 61554	Lohnes, Pam		#178440/M/Cat/Dsh Small/Kitten/Buf/Whte	6896
10-16-2019 1	10-16-2019	Owner Surrender/Aco Pickup Pickup location: 201 Sunnyridge Court, Apt F, Pekin, IL 61554	Kautz, Chad	Lee Gordon...	#178933/U/Cat/Dsh Small/Adult/Brown/Tabby	6998
10-02-2019 16	10-02-2019	Stray/Aco Pickup Pickup location: 312 Caroline St, Pekin, IL 61554	Lohnes, Pam		#178442/M/Cat/Dsh Small/Kitten/Buf/Whte	6896
10-02-2019 19	10-02-2019	Stray/Aco Pickup Pickup location: 312 Caroline St, Pekin, IL 61554	Lohnes, Pam		#178448/F/Cat/Dsh Small/Kitten/Calico	6896
10-18-2019 5	10-18-2019	Stray/Aco Pickup Pickup location: 1016 S 12th St, Pekin, IL 61554	Lohnes, Pam	Joseph Swope	#179049/M/Dog/Pit Bull Blue/Medium/Adult/Red	7011
10-03-2019 1	10-03-2019	Stray/Aco Pickup Pickup location: 2220 N 8th St, Pekin, IL 61554	Harms, Jaymee	Lisa Secrest	#178464/F/Dog/Beagle Tutu/Medium/Adult/Black/Tick	6904
10-03-2019 5	10-03-2019	Stray/Aco Pickup Pickup location: 100 Taps, Pekin, IL 61554	Harms, Jaymee	Thomas Lash	#178492/M/Dog/Labrador Retriever Eddison/Small/Puppy/Brindle/Whte	6907
10-03-2019 11	10-03-2019	Stray/Aco Pickup Pickup location: 305 N 5th, Pekin, IL 61554	Harms, Jaymee	Wayne Englebrecht	#178500/M/Dog/Pit Bull Axel/Large/Adult/Tan/Black	6911
10-03-2019 10	10-03-2019	Wildlife/Aco Pickup Pickup location: 3234 Cole Hollow, Pekin, IL 61554	Harms, Jaymee		#178498/U/Other/Opossum Small/Adult/Gray	6910
10-03-2019 12	10-02-2019	Stray/Aco Pickup Pickup location: 312 Caroline St, Pekin, IL 61554	Lohnes, Pam		#178508/M/Cat/Dsh Small/Kitten/Tabby	6896
10-16-2019 2	10-16-2019	Owner Surrender/Aco Pickup Pickup location: 201 Sunnyridge Court, Apt F, Pekin, IL 61554	Kautz, Chad	Lee Gordon...	#178934/U/Cat/Dsh Medium/Adult/Brown/Tabby	6998
10-05-2019 1	10-05-2019	Stray/Aco Pickup Pickup location: N 3rd & Summerset St, Pekin, IL 61554	Kautz, Chad	Wayne Englebrecht	#178500/M/Dog/Pit Bull Axel/Large/Adult/Tan/Black	6921
10-03-2019 6	10-03-2019	Stray/Aco Pickup Pickup location: 100 Taps, Pekin, IL 61554	Harms, Jaymee	Thomas Lash	#178494/M/Dog/Labrador Retriever Carl/Small/Puppy/Brindle/Whte	6907
10-04-2019 6	10-25-2019	Returned Adoption/Owner Turn-in Pickup location: Not specified or see notes		Wendy Quezada	#178564/M/Dog/Pit Bull Hader/Large/Adult/Whte	
10-10-2019 8	10-10-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes			#17846/F/Cat/Dsh Ferral (Kiwi)/Medium/Adult/Black	
10-16-2019 3	10-16-2019	Owner Surrender/Aco Pickup Pickup location: 201 Sunnyridge Court, Apt F, Pekin, IL 61554	Kautz, Chad	Lee Gordon...	#178935/U/Cat/Dsh Medium/Adult/Black	6998
10-07-2019 14	10-07-2019	Wildlife/Aco Pickup Pickup location: 1205 Hamilton, Pekin, IL 61554	Lohnes, Pam		#178635/U/Rabbit/Bunny Rabbit Small/Adult/Brown	6932
10-10-2019 12	10-10-2019	Other/Aco Pickup Pickup location: 926 Ann Eliza, Pekin, IL 61554	Lohnes, Pam		#178850/M/Dog/Dachshund Lucky/Small/Adult/Black	6961

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Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
10-28-2019 5	10-28-2019	Stray/Aco Pickup Pickup location: 4th And Taylor, South Pekin, IL 61554	Harms, Jaymee		#179491M/Dog/Rottweiler Jackson/Large/Adult/Black/Tan	7079
10-23-2019 2	10-23-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179195M/Cat/Dsh Joe/Medium/Adult/Orange/White	
10-15-2019 5	10-15-2019	Owner Surrender/Aco Pickup Pickup location: 201 Sunnyridge Court, Apt F, Pekin, IL 61554	Kautz, Chad	Lee Gordon...	#178931U/Cat/Dsh Small/Adult/Black/White	6998
10-16-2019 4	10-16-2019	Stray/Aco Pickup Pickup location: 322 Park Avenue, Pekin, IL 61554	Harms, Jaymee	Dennis Walker	#178939M/Dog/Alaskan Malamute Buster/Large/Senior/Black/Silver	7000
10-16-2019 10	10-16-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#178969M/Cat/Siamese Medium/Adult/Seal Point	
10-09-2019 12	10-09-2019	Other/Aco Pickup Pickup location: Not specified or see notes	Homerin, Charlena	Pat Juergens...	#167362M/Dog/Dachshund Punky/Small/Adult/Brown	6955
10-09-2019 10	10-09-2019	Other/Aco Pickup Pickup location: Not specified or see notes	Homerin, Charlena	Pat Juergens...	#98985F/Dog/Dachshund Daisy/Small/Senior/Black/Tan	6955
10-19-2019 2	10-19-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Kautz, Chad		#179078M/Dog/Gsd Simon/Large/Adult/Black/Tan	7018
10-18-2019 2	10-18-2019	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Ketra Stocks	#179042F/Cat/Dsh Silla	
10-21-2019 8	10-21-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179112F/Cat/Dsh Small/Kitten/Gray/Tabby	
10-21-2019 6	10-21-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179110F/Cat/Dsh Medium/Adult/Gray/Tabby	
10-21-2019 10	10-21-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179114F/Cat/Dsh Small/Kitten/Gray/Tabby	
10-21-2019 11	10-21-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179115F/Cat/Dsh Small/Kitten/Gray/Tabby	
10-28-2019 7	10-28-2019	Stray/Aco Pickup Pickup location: 600 S 5th St, Pekin, IL 61554	Harms, Jaymee		#179498M/Cat/Dsh Medium/Adult/Brown/Black	7078
10-21-2019 5	10-21-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179109F/Cat/Dsh Medium/Adult/Gray/Tabby	
10-21-2019 7	10-21-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179111F/Cat/Dsh Small/Kitten/Gray/Tabby	
10-19-2019 1	10-19-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Kautz, Chad		#179077F/Dog/Maltese Miki/Small/Adult/White	7018
10-21-2019 9	10-21-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179113F/Cat/Dsh Small/Kitten/Gray/Tabby	

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Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer/Call
10-16-2019 6	10-16-2019	Owner Surrender/Aco Pickup Pickup location: 201 Sunnyridge Court,	Kautz, Chad Apt F, Pekin, IL 61554	Lee Gordon...	#178965/U/Cat/Dsh Medium/Adult/Brown/Black	6998
10-16-2019 7	10-16-2019	Owner Surrender/Aco Pickup Pickup location: 201 Sunnyridge Court,	Kautz, Chad Apt F, Pekin, IL 61554	Lee Gordon...	#178964/U/Cat/Dsh Medium/Adult/Brown/Black	6998
10-16-2019 8	10-16-2019	Owner Surrender/Aco Pickup Pickup location: 201 Sunnyridge Court,	Kautz, Chad Apt F, Pekin, IL 61554	Lee Gordon...	#178963/U/Cat/Dsh Medium/Adult/Brown/White	6998
10-14-2019 1	10-14-2019	Other/Aco Pickup Pickup location: 318 Parkway Lane,	Kautz, Chad Pekin, IL 61554	Judy Reilly	#109859/F/Dog/Poodle Abby/Small/Senior/Black	6980
10-25-2019 9	10-25-2019	Stray/Aco Pickup Pickup location: 200 Cypress,	Harms, Jaymee Pekin, IL 61554		#179442/F/Dog/Bernese Mountain Dog Lugnut/Large/Adult/Tri	7063
10-29-2019 14	10-29-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179534/U/Cat/Dsh Small/Kitten	
10-29-2019 13	10-29-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179533/U/Cat/Dsh Small/Kitten	
10-30-2019 4	10-30-2019	Stray/Aco Pickup Pickup location: 910 Brenkman Drive,	Harms, Jaymee Pekin, IL 61554		#179566/M/Cat/Dsh Large/Adult/Brown/Tabby	7098
10-29-2019 12	10-29-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#179532/U/Cat/Dsh Small/Kitten/Gray/Tabby	
10-09-2019 2	10-09-2019	Stray/Aco Pickup Pickup location: 1923 St Clair,	Lohnes, Pam Pekin, IL 61554		#178728/U/Cat/Dsh Medium/Adult/Brown/Tabby	6946
10-09-2019 7	10-09-2019	Stray/Aco Pickup Pickup location: 313 Winter St,	Lohnes, Pam Pekin, IL 61554	Barbra Dunigan	#109999/F/Dog/Pug Minnie/Fawn/Black	6951
10-25-2019 5	10-25-2019	Stray/Aco Pickup Pickup location: 403 Manor,	Harms, Jaymee Pekin, IL 61554		#179423/F/Cat/Dsh Little Girl/Medium/Adult/Brown/Tabby	7061
10-28-2019 8	10-28-2019	Confiscated/Aco Pickup Pickup location: 1224 1/2 Broadway Road,	Harms, Jaymee Pekin, IL 61554		#179503/M/Cat/Dsh Mister/Large/Adult/Gray/White	7080
10-04-2019 1	10-04-2019	Confiscated/Aco Pickup Pickup location: 1009 S 3rd,	Lohnes, Pam Pekin, IL 61554	Brianya Rusterholz	#174592/M/Dog/Aussie Sabastion/Red/Merle	6914
10-14-2019 10	10-14-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Shane Boggs	#120680/M/Dog/Dachshund Dodge/Small/Adult/Brown/Bik/wht	
10-20-2019 1	10-20-2019	Stray/Aco Pickup Pickup location: 2210 N Parkway Drive,	Kautz, Chad Pekin, IL 61554		#179081/F/Dog/Pit Bull Birdie/Large/Adult/White/Black	7020
10-09-2019 1	10-09-2019	Stray/Aco Pickup Pickup location: Cost Cutters,	Harms, Jaymee Pekin, IL 61554		#131883/M/Dog/Shih Tzu Murphay/Medium/Adult/Tan/Tan	6944
10-09-2019 11	10-09-2019	Other/Aco Pickup Pickup location: Not specified or see notes	Homerin, Charlena	Pat Juergens...	#129925/F/Dog/Pomeranian Kiki/Small/Adult/Fawn	6955

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Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
10-29-2019 4	10-29-2019	Unwanted/Aco Pickup Pickup location: 300 Charlotte St, Apt 11, Pekin, IL 61554	Harms, Jaymee		#179520/M/Cat/Dih Medium/Adult/Gray/White	7089
10-15-2019 4	10-15-2019	Other/Citizen Turn-in Pickup location: Not specified or see notes		Vincent Umholtz	#177238/M/Dog/American Bulldog Yondu/Medium/Adult/White	
10-28-2019 1	10-28-2019	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Brenda Wilder	#140027/M/Cat/Dsh Mr Kitty/Brown/Tabby	
10-03-2019 4	10-03-2019	Stray/Aco Pickup Pickup location: 100 Taps, Pekin, IL 61554	Harms, Jaymee	Thomas Lash	#172683/F/Dog/Labrador Retriever Lotus/Small/Adult/Black/White	6907
10-25-2019 10	10-25-2019	Stray/Aco Pickup Pickup location: 1801 Holiday, Pekin, IL 61554	Lohnes, Pam		#179444/U/Cat/Dsh Medium/Adult/Brown/Tabby	7062
10-29-2019 7	10-29-2019	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee		#179525/M/Cat/Dsh Beavis/Small/Kitten/Orange	7095
10-08-2019 4	10-08-2019	Stray/Aco Pickup Pickup location: 2101 S 2nd, Pekin, IL 61554	Harms, Jaymee		#178672/F/Dog/Pit Bull Xena/Large/Adult/White/Tan	6938
10-09-2019 4	10-09-2019	Stray/Aco Pickup Pickup location: 1310 S 6th St, Pekin, IL 61554	Lohnes, Pam		#178740/F/Cat/Dsh Small/Kitten/Calico	6948
10-08-2019 3	10-08-2019	Stray/Aco Pickup Pickup location: 2101 S 2nd, Pekin, IL 61554	Harms, Jaymee		#178671/F/Dog/Pit Bull Bella/Large/Adult/Black	6938
10-28-2019 3	10-28-2019	Quarantine/Aco Pickup Pickup location: 712 S 7th, Pekin, IL 61554	Harms, Jaymee		#179459/M/Dog/Labrador Retriever Large/Adult/Black/White	7072
10-03-2019 2	10-03-2019	Wildlife/Aco Pickup Pickup location: 412 Woodland, Pekin, IL 61554	Harms, Jaymee		#178485/U/Other/Squirrel Small/Baby/Brown	6906
10-14-2019 9	10-14-2019	Stray/Citizen Turn-in Pickup location: Not specified or see notes		James Fishburn	#178905/F/Dog/Pit Bull Bonnie/Medium/Adult/White/Black	
10-29-2019 5	10-29-2019	Unwanted/Aco Pickup Pickup location: 300 Charlotte St, Apt 11, Pekin, IL 61554	Harms, Jaymee		#179521/M/Cat/Dsh Medium/Adult/Black/White	7089
10-02-2019 12	10-02-2019	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Sally Schaffer	#178427/F/Cat/Dsh Corn/Tortoise Shell	
10-28-2019 4	10-28-2019	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		April Hartwell	#172751/M/Dog/Pit Bull Bonzey/Brindle	
10-01-2019 7	10-01-2019	Confiscated/Aco Pickup Pickup location: 1410 S 8th St, Pekin, IL 61554	Harms, Jaymee		#178385/M/Dog/Shepherd Chaos/Large/Puppy/Black	6878
End of Group		Group count:	88			



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Police Department Stats - October 2019

ACTION REQUESTED: Receive and File Police Department Monthly Stats – October 2019

DESCRIPTION: Police Department Monthly Stats – October 2019

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/6/2019

Date:

OCTOBER 2019 WEEKLY STATS	SEPT 29 OCT 5	OCT 6-12	OCT 13-19	OCT 20-26	OCT 27 NOV 2	TOTAL
PATROL						
Calls for service	493	489	422	455	442	2301
Business / Bar checks	149	117	96	100	125	587
Traffic stops	75	54	56	45	52	282
Phone calls & station information	48	47	33	48	32	208
Reports	66	54	52	66	65	303
Supplements	27	17	14	23	30	111
Impounds	3	3	4	5	5	20
Arrests	48	32	28	47	63	218
Citations	30	33	31	39	40	173
Written warnings	39	24	25	17	18	123
Cell Phone	0	0	2	0	0	2
Bicycle / Low speed gas	3	0	2	0	0	5
Truck Route	0	0	0	1	0	1
Pedestrian stops	0	0	1	1	0	2
DUI	0	2	2	3	2	9
Crashes	8	18	17	16	15	74
Field contact	3	1	1	9	1	15
Parking tickets - Parking Enforcement	0	0	0	0	0	0
Parking tickets - Patrol	2	1	3	7	12	25
Animal controls tickets - Animal Control	5	2	3	6	0	16
Animal - Patrol	0	0	0	0	0	0
NOT COUNTED (those listed below)	3	1	1	3	4	12
Julie notifications	0	0	0	0	0	0
Repossessions	3	1	1	3	3	11
Incident created in error	0	0	0	0	0	0
Law test nature code	0	0	0	0	1	1

RECORDS						
Notice to Appear	5	2	3	6	0	16
Citations	2	2	1	1	0	6
Warnings	0	0	0	0	0	0
Freedom of Information / Pages	14 / 138 pgs	12 / 223 pgs	11 / 100 pgs	15 / 131 pgs	18 / 237 pgs	70 / 829 pgs
CD/DVD'S FOR FOI OR SUBPOENAS	7	1	1	0	0	9
SEX Offender Registration	13	11	12	11	21	68
Impounds processed	3	15	4	5	5	32
Impound fees collected	\$ 2,000.00	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ 1,000.00	\$ 6,000.00
Fines collected	\$ 1,163.50	\$ 2,755.00	\$ 955.00	\$1,825.00	No Springbrook	\$ 6,698.50
Reports	1	0	0	0	0	1
Supplemental reports	0	0	0	0	0	0
Fingerprints processed	0	1	0	2	0	3
Court case files	32	30	12	45	18	137
DVD/CD for court	9	5	6	13	14	47
Pieces of logged evidence	58	63	21	51	98	291
Backgrounds for other LAW/GOVT. Agen	8	7	2	11	3	31
Subpoenas / Expungements	2	1	0	0	2	5
False alarm letters	0	10	0	0	6	16
Certificate of Purchase	0	2	0	3	0	5
Certificate of Purchase Final Letters	0	6	0	0	10	16
Evidence Pulled to be destroyed	112	127	120	30	228	617
AVRS Crash Report Sales / \$	17 / \$85	9 / \$45	19 / \$95	14/\$70	16/\$80	75/\$375
352.2 pounds of pills to DEA Drop 10/28/2019						



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: National Apprenticeship Week

ACTION REQUESTED: Approve the Proclamation.

REQUIRED SIGNATURES

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

City Manager:
Date:

Office of the Mayor



Proclamation

WHEREAS, the economy demands a workforce with postsecondary education credentials and the ability to respond to changing economy and business needs; and

WHEREAS, registered apprenticeships are vital components of talent and development in many high demand and high growth sectors; and

WHEREAS, the National Registered Apprenticeship system was designed to offer academic and technical instruction, paid on-the-job training, and develop a higher skilled workforce; and

WHEREAS, National Apprenticeship Week is an opportunity to recognize the positive impact apprenticeships have on the Pekin workforce and economy as a whole; and

NOW, THEREFORE, BE IT RESOLVED that I, MARK A. LUFT, Mayor of the City of Pekin, Illinois, do hereby proclaim Monday, November 11th thru Sunday, November 17, 2019, to be

"NATIONAL APPRENTICESHIP WEEK"

in the City of Pekin, Tazewell County, Illinois and I urge all citizens to recognize and support the purpose and value of Registered Apprenticeship training.

ADOPTED, this 12th day of November, in the Year of Our Lord, Two thousand and Nineteen.


MARK A. LUFT
Mayor

ATTEST:


SUE E. McMILLAN
City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Accounts Payable Bill Run through 10-28-19 and 11-8-19

ACTION REQUESTED: Receive and File Accounts Payable Proof List through October 28, 2019 and November 8, 2019.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
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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						
AAA Certified Confidential Security Corp 10891									
80253	10/23/2019	40.08	0.00	10/28/2019				False	0
100-761-569000 Other Contractual Service				confidential material disposal					
80253 Total:		40.08							
AAA Certified Confidentialia		40.08							
Advance Auto Parts 12965									
0007	10/17/2019	21.51	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				anti-sieze for turn buckles and lug studs					
0007 Total:		21.51							
0224	10/21/2019	20.14	0.00	10/28/2019				False	0
699-069-534000 Automotive Expense				brake clips					
0224 Total:		20.14							
4025	8/23/2019	19.25	0.00	10/28/2019				False	0
525-525-534400 Equipment Repairs				cabin air filter					
4025 Total:		19.25							
4615	10/3/2019	281.22	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				front wheel bearings					
4615 Total:		281.22							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
4733	10/10/2019	532.88	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				brake pads and rotors for squads					
4733 Total:		532.88							
4868	10/21/2019	179.98	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				backhoe batteries					
4868 Total:		179.98							
7446	9/30/2019	152.72	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				rear brake pads and calipers					
7446 Total:		152.72							
8101	10/16/2019	6.94	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				sw9 door linkage clips					
8101 Total:		6.94							
8398	10/23/2019	27.74	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				shifter bushing					
8398 Total:		27.74							
8399	10/23/2019	44.99	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				shifter lever					
8399 Total:		44.99							
937	10/16/2019	111.19	0.00	10/28/2019				False	0
501-501-534000 Automotive Expense				air bag impact sensor					
937 Total:		111.19							
Advance Auto Parts Total:		1,398.56							
Allegra Print & Imaging									
10016									
58837	9/30/2019	38.25	0.00	10/28/2019				False	0
100-001-551000 Printing And Publications				contact cards					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
58837 Total:		38.25							
58920	10/7/2019	38.25	0.00	10/28/2019				False	0
100-001-551000 Printing And Publications				contact cards					
58920 Total:		38.25							
Allegra Print & Imaging To		76.50							
Altorfer Inc 10019									
pc020585792	10/9/2019	1,159.72	0.00	10/28/2019				False	0
100-032-534400 Equipment Repairs				alternator for cat wheel loader					
pc020585792 Total:		1,159.72							
pc020586767	10/17/2019	-579.86	0.00	10/28/2019				False	0
100-032-534400 Equipment Repairs				core credit for alternator					
pc020586767 Total:		-579.86							
Altorfer Inc Total:		579.86							
Amazon 10020									
433636547783	9/14/2019	30.44	0.00	10/28/2019				False	0
100-009-529000 Equipment				cell phone case					
433636547783 Total:		30.44							
445738446699	9/26/2019	111.85	0.00	10/28/2019				False	0
100-009-529000 Equipment				squad car GPS antenna					
445738446699 Total:		111.85							
446445947597	9/20/2019	479.94	0.00	10/28/2019				False	0
100-009-599802 Computer Hardware				1TB internal hard drive x 6					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	446445947597 Total:	479.94							
447446564437	10/4/2019	32.33	0.00	10/28/2019				False	0
100-009-599802	Computer Hardware			locking power adapter					
	447446564437 Total:	32.33							
447559863344	9/24/2019	119.98	0.00	10/28/2019				False	0
100-009-599802	Computer Hardware			2 TB portable HDD					
	447559863344 Total:	119.98							
464383488386	10/3/2019	17.97	0.00	10/28/2019				False	0
100-034-529000	Equipment			laptop case					
	464383488386 Total:	17.97							
465768999886	9/29/2019	5.98	0.00	10/28/2019				False	0
100-009-599802	Computer Hardware			stylus proctor					
	465768999886 Total:	5.98							
466966744769	10/3/2019	47.81	0.00	10/28/2019				False	0
100-034-529000	Equipment			craftsman charger					
	466966744769 Total:	47.81							
468473874735	9/16/2019	144.13	0.00	10/28/2019				False	0
100-009-599802	Computer Hardware			1TB EVO drive					
	468473874735 Total:	144.13							
538957558595	9/23/2019	41.98	0.00	10/28/2019				False	0
100-009-599802	Computer Hardware			pc speakers					
	538957558595 Total:	41.98							
585874374757	9/29/2019	89.99	0.00	10/28/2019				False	0
100-009-599802	Computer Hardware			stylus					
	585874374757 Total:	89.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
636538739887	9/9/2019	62.99	0.00	10/28/2019				False	0
100-009-529000 Equipment				hand truck dolly					
636538739887 Total:		62.99							
694876335383	9/24/2019	49.18	0.00	10/28/2019				False	0
100-761-520200 Office Supplies				employee perf. guide					
694876335383	9/24/2019	18.99	0.00	10/28/2019	poli-warr	expense		False	0
100-761-592609 Warrant Expense				ipad case					
694876335383 Total:		68.17							
858965985654	9/14/2019	559.98	0.00	10/28/2019				False	0
100-009-599802 Computer Hardware				2TB SSD portable drives					
858965985654 Total:		559.98							
859363966958	9/14/2019	47.68	0.00	10/28/2019				False	0
100-761-522400 General Supplies				laminating pouches					
859363966958 Total:		47.68							
939548679897	10/1/2019	30.32	0.00	10/28/2019				False	0
100-009-599802 Computer Hardware				locking power adapter					
939548679897 Total:		30.32							
Amazon Total:		1,891.54							
Amerencilco 10021									
0931067015	10/17/2019	34.95	0.00	10/28/2019				False	0
100-068-550100 Utilities				324 court st					
0931067015 Total:		34.95							
2349029006	10/16/2019	972.80	0.00	10/28/2019				False	0
231-030-550100 Utilities				all liftstations					
2349029006 Total:		972.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2434114066	10/16/2019	3,487.88	0.00	10/28/2019				False	0
100-032-550500 Electricity For Street Li				customer owned street lights					
2434114066 Total:		3,487.88							
3955025012	10/22/2019	49.68	0.00	10/28/2019				False	0
100-032-550500 Electricity For Street Li				1703 remington rd/street light					
3955025012 Total:		49.68							
8695491773	10/16/2019	9,556.43	0.00	10/28/2019				False	0
100-032-550500 Electricity For Street Li				street lights					
8695491773 Total:		9,556.43							
Amerencilco Total:		14,101.74							
Atlas Supply Company									
10038									
13991	10/4/2019	111.90	0.00	10/28/2019				False	0
100-034-522400 General Supplies				cleaning supplies					
13991 Total:		111.90							
14144	10/14/2019	22.37	0.00	10/28/2019				False	0
100-034-522400 General Supplies				station supplies					
14144 Total:		22.37							
14172	10/15/2019	51.95	0.00	10/28/2019				False	0
231-031-522400 General Supplies				roll towels					
14172 Total:		51.95							
Atlas Supply Company Tot		186.22							
Automotive Spring									
10040									
37502	9/26/2019	97.40	0.00	10/28/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-534000 Automotive Expense				leaf spring and bolts					
37502 Total:		97.40							
Automotive Spring Total:		97.40							
Avanti's Dome LLC 11012									
3219100301	10/3/2019	3,674.93	0.00	10/28/2019				False	0
695-095-516700 Wellness Program				2019 health fair					
3219100301 Total:		3,674.93							
Avanti's Dome LLC Total:		3,674.93							
Avfuel Corporation 10780									
012789477	10/22/2019	20.00	0.00	10/28/2019				False	0
525-525-524000 Lease/rental Of Equipment				rental on credit card machine					
012789477 Total:		20.00							
Avfuel Corporation Total:		20.00							
Bank of New York Mellon 12640									
pekin14	10/2/2019	230,000.00	0.00	10/28/2019				False	0
100-990-591000 Bond Principal Retired				G.O. bond 2014 principle					
pekin14 Total:		230,000.00							
pekin14-1	10/2/2019	86,337.50	0.00	10/28/2019				False	0
100-990-590400 Interest Paid				G.O. bond 2014 interest					
pekin14-1 Total:		86,337.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Bank of New York Mellon		316,337.50							
Bank of New York Mellon Corporate Trust Dept. 12637									
2522227211	9/10/2019	1,100.00	0.00	10/28/2019				False	0
100-990-591100 Bond Registrar Fees				admin fee and calculation agent fee 9/9/19-9/9/2020					
2522227211 Total:		1,100.00							
Bank of New York Mellon		1,100.00							
Barber, Jesse 13478									
expense-1019	10/25/2019	188.00	0.00	10/28/2019				False	0
100-761-519000 Training And Education				training/per diem 10/28-10/30/19					
expense-1019 Total:		188.00							
expense-1019-1	10/25/2019	70.00	0.00	10/28/2019				False	0
100-761-519000 Training And Education				training/per diem 10/14-10/18/19					
expense-1019-1 Total:		70.00							
Barber, Jesse Total:		258.00							
BestDrive LLC 10075									
58016582	10/15/2019	2,373.18	0.00	10/28/2019				False	0
100-034-534000 Automotive Expense				4 tires for engine #2					
58016582 Total:		2,373.18							
BestDrive LLC Total:		2,373.18							

Britton Electronics

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
10083									
2198215	10/16/2019	1,358.23	0.00	10/28/2019				False	0
231-030-534400 Equipment Repairs				grease motor for screw pump					
2198215 Total:		1,358.23							
Britton Electronics Total:		1,358.23							
Calpine Energy Solutions									
10590									
192890011497742	10/16/2019	52.74	0.00	10/28/2019				False	0
100-032-550600 Electricity For Signal Li				traffic lights					
192890011497742	10/16/2019	5,377.95	0.00	10/28/2019				False	0
100-032-550500 Electricity For Street Li				street lights and customer owned street lights					
192890011497742	10/16/2019	382.31	0.00	10/28/2019				False	0
231-030-550100 Utilities				all liftstations					
192890011497742	10/16/2019	328.96	0.00	10/28/2019				False	0
100-068-550100 Utilities				1411 elmgrove tower and 1130 koch st unit a					
192890011497742	10/16/2019	2,506.51	0.00	10/28/2019				False	0
100-068-550100 Utilities				various public property locations					
192890011497742	10/16/2019	10,571.56	0.00	10/28/2019				False	0
231-031-550100 Utilities				waste water treatment plant					
192890011497742	10/16/2019	444.76	0.00	10/28/2019				False	0
525-525-550100 Utilities				various airport locations					
192890011497742	10/16/2019	181.31	0.00	10/28/2019				False	0
100-032-550100 Utilities				street dept					
192890011497742	10/16/2019	152.71	0.00	10/28/2019				False	0
223-023-550100 Utilities				garbage department					
192890011497742	10/16/2019	236.45	0.00	10/28/2019				False	0
501-501-550100 Utilities				various locations at bus dept					
192890011497742	10/16/2019	718.38	0.00	10/28/2019				False	0
100-034-550100 Utilities				3232 court and 272 derby/fire dept					
192890011497742	10/16/2019	236.45	0.00	10/28/2019				False	0
699-069-550100 Utilities				veichle maintenance department					
192890011497742	10/16/2019	-1,424.01	0.00	10/28/2019				False	0
100-032-550500 Electricity For Street Li				credit					
192890011497742 Total:		19,766.08							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Calpine Energy Solutions T	19,766.08							
Cascade Engineering 11808									
30454692	10/9/2019	25,000.00	0.00	10/28/2019				False	0
223-023-529000 Equipment				540 garbage carts					
30454692	10/9/2019	1,662.60	0.00	10/28/2019				False	0
223-026-529000 Equipment				50 recycle carts					
30454692 Total:		26,662.60							
30454720	10/9/2019	3,335.00	0.00	10/28/2019				False	0
223-026-529000 Equipment				80 recycle carts					
30454720 Total:		3,335.00							
Cascade Engineering Total		29,997.60							
CDW Government Inc 10106									
vgp1015	10/8/2019	415.80	0.00	10/28/2019				False	0
100-009-538000 Maintenance Agreements				adobe creative cloud yearly maintenance					
vgp1015 Total:		415.80							
CDW Government Inc Tota		415.80							
Centre State International Trucks, Inc. 10109									
267782	10/15/2019	28.02	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				serpentine belt					
267782 Total:		28.02							
267843	10/18/2019	690.22	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				EGR tube assembly					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
267843 Total:		690.22							
Centre State International T		718.24							
CenturyLink 10111									
304021116	10/10/2019	18.80	0.00	10/28/2019				False	0
100-032-550300 Telephone				phone service					
304021116	10/10/2019	18.79	0.00	10/28/2019				False	0
223-023-550300 Telephone				phone service					
304021116 Total:		37.59							
304022613	10/10/2019	209.34	0.00	10/28/2019				False	0
231-031-550300 Telephone				phone service for wwtp					
304022613 Total:		209.34							
304025584	10/10/2019	57.85	0.00	10/28/2019				False	0
100-009-550300 Telephone				out dial lines at fire dept					
304025584 Total:		57.85							
CenturyLink Total:		304.78							
Chemco Industries, Inc 11098									
95731	10/10/2019	158.95	0.00	10/28/2019				False	0
231-031-522400 General Supplies				nitrile gloves for treatment plant work					
95731 Total:		158.95							
Chemco Industries, Inc Tot		158.95							
CINTAS Corporation 10115									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
4032795551	10/18/2019	175.85	0.00	10/28/2019				False	0
699-069-569000 Other Contractual Service				clean uniforms					
4032795551 Total:		175.85							
4032795700	10/18/2019	89.81	0.00	10/28/2019				False	0
231-031-569000 Other Contractual Service				clean uniforms					
4032795700 Total:		89.81							
CINTAS Corporation Total		265.66							
Constellation Newenergy/Gas Division									
13810									
2717926	10/9/2019	555.57	0.00	10/28/2019				False	0
100-068-550100 Utilities				various public property locations					
2717926	10/9/2019	60.11	0.00	10/28/2019				False	0
100-068-550100 Utilities				1130 koch st unit a and 1411 elmgrove tower					
2717926	10/9/2019	64.39	0.00	10/28/2019				False	0
501-501-550100 Utilities				various bus dept locations					
2717926	10/9/2019	64.39	0.00	10/28/2019				False	0
699-069-550100 Utilities				various vmf locations					
2717926	10/9/2019	274.25	0.00	10/28/2019				False	0
100-034-550100 Utilities				various fire dept locations					
2717926	10/9/2019	126.09	0.00	10/28/2019				False	0
525-525-550100 Utilities				various airport locations					
2717926	10/9/2019	207.80	0.00	10/28/2019				False	0
231-031-550100 Utilities				various wwtp locations					
2717926	10/9/2019	72.93	0.00	10/28/2019				False	0
100-032-550100 Utilities				various street dept locations					
2717926 Total:		1,425.53							
Constellation Newenergy/G		1,425.53							
Crawford Murphy & Tilly									
10138									
0205987	10/11/2019	916.18	0.00	10/28/2019	strm-dsgn	enr		False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
231-033-561200 Engineering Fees				riverway business park stormcrack design					
0205987 Total:		916.18							
Crawford Murphy & Tilly		916.18							
Cummins Crosspoint 10142									
q115004	10/21/2019	988.26	0.00	10/28/2019				False	0
100-034-534400 Equipment Repairs				repair to generator at station 1					
q115004 Total:		988.26							
q115163	10/23/2019	76.84	0.00	10/28/2019				False	0
100-034-534400 Equipment Repairs				shaft for generator					
q115163 Total:		76.84							
Cummins Crosspoint Total		1,065.10							
DTN, LLC 10416									
5620211	9/27/2019	3,732.00	0.00	10/28/2019				False	0
100-032-551600 Dues And Subscriptions				weather sentry online 10/23/19-10/21/20					
5620211 Total:		3,732.00							
DTN, LLC Total:		3,732.00							
Eaton, Melissa 13865									
1	10/23/2019	487.50	0.00	10/28/2019				False	0
261-261-560500 Consulting Services				consult fees/cdbg					
1 Total:		487.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Eaton, Melissa Total:		487.50							
eLineup LLC 12913 698	10/10/2019	600.00	0.00	10/28/2019				False	0
100-009-538000 Maintenance Agreements				yearly e-lineup maintenance 11/15/2019-11/15/2020					
698 Total:		600.00							
eLineup LLC Total:		600.00							
Englebrecht, Mike 13876 39256	10/22/2019	750.00	0.00	10/28/2019				False	0
231-030-569000 Other Contractual Service				backwater flow valve reimbursement					
39256 Total:		750.00							
Englebrecht, Mike Total:		750.00							
F. L. Sons Fire Equipment Inc 11521 9155	9/13/2019	224.00	0.00	10/28/2019				False	0
525-525-538000 Maintenance Agreement				fire extinguisher inspection					
9155 Total:		224.00							
F. L. Sons Fire Equipment		224.00							
Fastenal Company 10181 ilpek150305	10/3/2019	2.08	0.00	10/28/2019				False	0
100-068-522400 General Supplies				blade sharpening wheels					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	ilpek150305 Total:	2.08							
ilpek150447	10/8/2019	58.19	0.00	10/28/2019				False	0
100-007-522400 General Supplies				marking paint					
	ilpek150447 Total:	58.19							
ilpek150532	10/11/2019	41.34	0.00	10/28/2019				False	0
100-793-522400 General Supplies				marking flags					
	ilpek150532 Total:	41.34							
	Fastenal Company Total:	101.61							
FirsTech Inc.									
12035									
9855	9/30/2019	75.00	0.00	10/28/2019				False	0
231-029-569000 Other Contractual Service				september 2019 maintenance fee					
	9855 Total:	75.00							
	FirsTech Inc. Total:	75.00							
FleetPride, Inc.									
11473									
37447901	10/9/2019	81.45	0.00	10/28/2019				False	0
100-034-534000 Automotive Expense				valves for L1					
	37447901 Total:	81.45							
38375963	10/22/2019	379.98	0.00	10/28/2019				False	0
100-034-534000 Automotive Expense				brakes					
	38375963 Total:	379.98							
	FleetPride, Inc. Total:	461.43							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Gem City Tire 12935									
22273	10/2/2019	2,261.45	0.00	10/28/2019				False	0
501-501-534000 Automotive Expense				5 tires					
22273 Total:		2,261.45							
22274	10/2/2019	463.92	0.00	10/28/2019				False	0
501-501-534000 Automotive Expense				4 tires					
22274 Total:		463.92							
22371	10/9/2019	661.12	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				4 tires					
22371 Total:		661.12							
22395	10/11/2019	650.21	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				retreads and tire repairs					
22395 Total:		650.21							
22436	10/15/2019	571.94	0.00	10/28/2019				False	0
501-501-534000 Automotive Expense				2 rear tires for bus 1505					
22436 Total:		571.94							
22511	10/21/2019	159.70	0.00	10/28/2019				False	0
100-068-534000 Automotive Expense				2 tires					
22511 Total:		159.70							
Gem City Tire Total:		4,768.34							
GFI Digital 13867									
1468061	9/10/2019	176.72	0.00	10/28/2019				False	0
100-001-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	297.39	0.00	10/28/2019				False	0
100-990-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	73.08	0.00	10/28/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-006-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	88.41	0.00	10/28/2019				False	0
100-763-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	73.78	0.00	10/28/2019				False	0
100-763-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	74.39	0.00	10/28/2019				False	0
100-761-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	215.15	0.00	10/28/2019				False	0
100-764-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	35.46	0.00	10/28/2019				False	0
100-032-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	26.06	0.00	10/28/2019				False	0
100-034-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	17.67	0.00	10/28/2019				False	0
501-501-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	23.37	0.00	10/28/2019				False	0
501-501-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	215.03	0.00	10/28/2019				False	0
501-501-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	53.29	0.00	10/28/2019				False	0
501-501-538000 Maintenance Agreements				use fees on copier					
1468061	9/10/2019	23.01	0.00	10/28/2019				False	0
699-069-538000 Maintenance Agreements				use fees on copier					
1468061 Total:		1,392.81							
GFI Digital Total:		1,392.81							
Global Emergency Products									
10230									
ag72506	10/5/2019	317.44	0.00	10/28/2019				False	0
100-034-534000 Automotive Expense				slack adjuster for L1					
ag72506 Total:		317.44							
ag72707	10/7/2019	399.27	0.00	10/28/2019				False	0
100-034-534000 Automotive Expense				air tanks for L1					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	ag72707 Total:	399.27							
ag72779	10/8/2019	21.43	0.00	10/28/2019				False	0
100-034-534400	Equipment Repairs			switch for concrete saw					
	ag72779 Total:	21.43							
	Global Emergency Product	738.14							
Goldstar Products Inc 13874									
0072924	9/30/2019	499.10	0.00	10/28/2019				False	0
231-031-522400	General Supplies			concentrate for odor control					
	0072924 Total:	499.10							
	Goldstar Products Inc Tota	499.10							
GovHR USA 12978									
3119300	10/24/2019	3,274.64	0.00	10/28/2019				False	0
100-001-560500	Consulting Services			misc/goal setting					
	3119300 Total:	3,274.64							
	GovHR USA Total:	3,274.64							
Grainger 10235									
9306396632	9/27/2019	62.07	0.00	10/28/2019				False	0
100-761-592609	Warrant Expense			replacement locks for locker room lockers					
	9306396632 Total:	62.07							
	Grainger Total:	62.07							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Green Guard First Aid & Safety 10749									
3362504	10/23/2019	130.62	0.00	10/28/2019				False	0
501-501-559000 Medical Expense/supplies				restock medical cabinet					
3362504 Total:		130.62							
Green Guard First Aid & S		130.62							
Harris Pest Control 10251									
100356	10/3/2019	60.00	0.00	10/28/2019				False	0
525-525-566600 Pest Control				pest control					
100356 Total:		60.00							
Harris Pest Control Total:		60.00							
Herr Petroleum Corporation 12712									
d34997	10/21/2019	13,755.50	0.00	10/28/2019				False	0
699-000-160100 Fuel Inventory				5500 gallons of diesel delivered					
d34997 Total:		13,755.50							
Herr Petroleum Corporatio		13,755.50							
Higgins, Thomas P. 10851									
1209	10/17/2019	375.00	0.00	10/28/2019				False	0
100-766-569000 Other Contractual Service				consultation 10/17/19 hearing date 10/23/19					
1209 Total:		375.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Higgins, Thomas P. Total:		375.00							
Hitchcock, Joe 13140 expense-1119 100-761-519000 Training And Education	10/25/2019	14.00	0.00	10/28/2019	lunch during training 11/5/19			False	0
expense-1119 Total:		14.00							
Hitchcock, Joe Total:		14.00							
Howdyshell, Wendell 10277 expense-1119 699-069-519000 Training And Education	10/25/2019	224.00	0.00	10/28/2019	per diem during training 11/11-11/14/19			False	0
expense-1119 Total:		224.00							
Howdyshell, Wendell Total		224.00							
Hunter Hydro-vac Inc 10280 103007 231-031-569000 Other Contractual Service	10/17/2019	1,820.50	0.00	10/28/2019	vacuumed out north primary clarifier			False	0
103007 Total:		1,820.50							
103117 231-031-569000 Other Contractual Service	10/15/2019	1,510.00	0.00	10/28/2019	vacuuming out north primary clarifier			False	0
103117 Total:		1,510.00							
103140 231-031-569000 Other Contractual Service	10/16/2019	1,968.00	0.00	10/28/2019	vacuuming out north primary clarifier			False	0
103140 Total:		1,968.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
103162	10/18/2019	1,385.50	0.00	10/28/2019				False	0
231-031-569000 Other Contractual Service				vacuumed out north primary clarifier					
103162 Total:		1,385.50							
Hunter Hydro-vac Inc Tota		6,684.00							
IL American Water 10291									
210000995141	10/16/2019	79.23	0.00	10/28/2019				False	0
100-034-550100 Utilities				3232 court st					
210000995141 Total:		79.23							
210001081816	10/17/2019	29.96	0.00	10/28/2019				False	0
100-068-550100 Utilities				633 margaret st yd hy					
210001081816 Total:		29.96							
210001269890	10/17/2019	20.11	0.00	10/28/2019				False	0
100-068-550100 Utilities				502 s 2nd st yd hy					
210001269890 Total:		20.11							
210001655200	10/16/2019	25.05	0.00	10/28/2019				False	0
231-031-550100 Utilities				608 s front st					
210001655200 Total:		25.05							
210002094969	10/17/2019	24.66	0.00	10/28/2019				False	0
100-068-550100 Utilities				100 state st					
210002094969 Total:		24.66							
210002243143	10/17/2019	24.66	0.00	10/28/2019				False	0
231-031-550100 Utilities				2500 s 2nd st					
210002243143 Total:		24.66							
210002282773	10/16/2019	244.60	0.00	10/28/2019				False	0
100-068-550100 Utilities				111 s capitol st					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	210002282773 Total:	244.60							
210002365869	10/17/2019	20.11	0.00	10/28/2019				False	0
100-068-550100 Utilities				400 n 7th st yd hy					
	210002365869 Total:	20.11							
210003283755	10/15/2019	24.66	0.00	10/28/2019				False	0
100-068-550100 Utilities				11842 court st yd hy					
	210003283755 Total:	24.66							
210003750453	10/14/2019	24.66	0.00	10/28/2019				False	0
100-068-550100 Utilities				1613 valle vista blvd yd hy					
	210003750453 Total:	24.66							
210004789874	10/16/2019	572.89	0.00	10/28/2019				False	0
231-031-550100 Utilities				606 s front st					
	210004789874 Total:	572.89							
220000296568	10/16/2019	88.08	0.00	10/28/2019				False	0
100-068-550100 Utilities				107 front st restrooms					
	220000296568 Total:	88.08							
	IL American Water Total:	1,178.67							
IL Dept of Revenue 10298									
0474803808	10/18/2019	589.00	0.00	10/28/2019				False	0
525-000-218800 Sales Tax-Purchase of Gas				august 2019 airport fuel sales tax					
	0474803808 Total:	589.00							
	IL Dept of Revenue Total:	589.00							

Illini Plumbing, Inc.

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
12264									
12733	10/9/2019	99.00	0.00	10/28/2019				False	0
100-793-569000 Other Contractual Service				plumbing inspection at 333 derby					
12733 Total:		99.00							
12734	10/9/2019	188.00	0.00	10/28/2019				False	0
100-793-569000 Other Contractual Service				plumbing inspection at 2025 broadway					
12734 Total:		188.00							
12735	10/9/2019	99.00	0.00	10/28/2019				False	0
100-793-569000 Other Contractual Service				plumbing inspection at 1104 monroe					
12735 Total:		99.00							
12736	10/9/2019	99.00	0.00	10/28/2019				False	0
100-793-569000 Other Contractual Service				plumbing inspection at 1817 broadway					
12736 Total:		99.00							
12737	10/9/2019	188.00	0.00	10/28/2019				False	0
100-793-569000 Other Contractual Service				plumbing inspection at 1320 s 10th					
12737 Total:		188.00							
12738	10/9/2019	188.00	0.00	10/28/2019				False	0
100-793-569000 Other Contractual Service				plumbing inspection at 2501 parkway					
12738 Total:		188.00							
12739	10/9/2019	277.00	0.00	10/28/2019				False	0
100-793-569000 Other Contractual Service				plumbing inspection at 411 capri					
12739 Total:		277.00							
Illini Plumbing, Inc. Total:		1,138.00							
Ingles, Billie									
10325									
expense-1019	10/14/2019	254.32	0.00	10/28/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-761-592500 Crime Prevention Expense				NOAC supplies					
expense-1019 Total:		254.32							
Ingles, Billie Total:		254.32							
Interstate Batteries of Centra 10330									
20177304	10/10/2019	94.95	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				battery					
20177304 Total:		94.95							
Interstate Batteries of Cent		94.95							
Interstate Billing Service, Inc 12346									
3015615233	7/3/2019	220.00	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				alternator					
3015615233 Total:		220.00							
3016175865	8/16/2019	21.72	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				power steering hose					
3016175865 Total:		21.72							
3016777986	10/3/2019	2,046.54	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				EGR valve and cooler reman kit					
3016777986 Total:		2,046.54							
3016828809	10/8/2019	228.92	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				exhaust pipe and clamps					
3016828809 Total:		228.92							
3016865519	10/10/2019	2,556.61	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				fuel injectors and valve cover gasket					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
3016865519 Total:		2,556.61							
3016873288	10/10/2019	-598.50	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				core credit					
3016873288 Total:		-598.50							
3016928772	10/16/2019	1,570.45	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				fule tank and strap					
3016928772 Total:		1,570.45							
3016935248	10/16/2019	-957.60	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				fule tank and strap					
3016935248 Total:		-957.60							
Interstate Billing Service, I		5,088.14							
IWIRC									
10335									
296463	8/19/2019	117.15	0.00	10/28/2019				False	0
501-501-559000 Medical Expense/supplies				physical					
296463 Total:		117.15							
296735	8/22/2019	100.00	0.00	10/28/2019				False	0
501-501-559000 Medical Expense/supplies				physical/recert					
296735 Total:		100.00							
296774	8/22/2019	100.00	0.00	10/28/2019				False	0
501-501-559000 Medical Expense/supplies				physical/recert					
296774 Total:		100.00							
596455	8/19/2019	72.00	0.00	10/28/2019				False	0
501-501-559000 Medical Expense/supplies				drug screen					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
596455 Total:		72.00							
IWIRC Total:		389.15							
J & L Dock Facilities Inc 11463 29074	10/9/2019	610.65	0.00	10/28/2019	strm-city	matl		False	0
231-033-535000 Material And Hauling				repair to desoto dr inlet					
29074 Total:		610.65							
J & L Dock Facilities Inc T		610.65							
Justus, Lori 11566 expense-1119	10/25/2019	14.00	0.00	10/28/2019				False	0
100-764-519000 Training And Education				lunch reimbursement during training 11-14-19					
expense-1119 Total:		14.00							
Justus, Lori Total:		14.00							
Kimball Midwest 11679 7455133	10/4/2019	212.29	0.00	10/28/2019				False	0
100-032-522400 General Supplies				gloves, glass cleaner and wipes					
7455133	10/4/2019	212.30	0.00	10/28/2019				False	0
231-030-522400 General Supplies				gloves, glass cleaner and wipes					
7455133 Total:		424.59							
7460158	10/8/2019	49.96	0.00	10/28/2019				False	0
100-034-534000 Automotive Expense				4 rustmasters					
7460158 Total:		49.96							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Kimball Midwest Total:	474.55							
Laser Electric Inc 10367 sc19869	10/11/2019	296.00	0.00	10/28/2019	traffic light repair at broadway and 14th			False	0
100-032-532000 Electronic Equipment Main									
	sc19869 Total:	296.00							
	Laser Electric Inc Total:	296.00							
Leman Precast 11200 50458	9/13/2019	2,529.00	0.00	10/28/2019	risers, castings, inlets and riser rings			False	0
231-033-564100 Drainage Improvements									
	50458 Total:	2,529.00							
	Leman Precast Total:	2,529.00							
Lenz Oil Service Inc 10373 18226	10/2/2019	5,688.90	0.00	10/28/2019	oil for durapatcher			False	0
100-032-522400 General Supplies									
	18226 Total:	5,688.90							
	Lenz Oil Service Inc Total:	5,688.90							
LHF Compost, Inc. 11829 177873	10/5/2019	1,466.25	0.00	10/28/2019	yardwaste 10/1-10/4/19			False	0
223-025-566501 Compost Site Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	177873 Total:	1,466.25							
177888	10/11/2019	2,193.51	0.00	10/28/2019				False	0
223-025-566501	Compost Site Expense			yardwaste 10/7-10/11/19					
	177888 Total:	2,193.51							
177904	10/18/2019	1,759.50	0.00	10/28/2019				False	0
223-025-566501	Compost Site Expense			yardwaste 10/14-10/18/19					
	177904 Total:	1,759.50							
	LHF Compost, Inc. Total:	5,419.26							
Mathis-Kelley 10401									
12506	10/17/2019	68.36	0.00	10/28/2019				False	0
100-032-529000	Equipment			asphalt lute/shovel					
	12506 Total:	68.36							
	Mathis-Kelley Total:	68.36							
McKesson Medical-Surgical Inc. MMSGS 10431									
66649292	10/16/2019	90.84	0.00	10/28/2019				False	0
100-034-522500	Emergency Medical Supplie			emergency medical supplies					
	66649292 Total:	90.84							
66665288	10/16/2019	119.71	0.00	10/28/2019				False	0
100-034-522500	Emergency Medical Supplie			emergency medical supplies					
	66665288 Total:	119.71							
66706898	10/16/2019	807.53	0.00	10/28/2019				False	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					
66706898 Total:		807.53							
McKesson Medical-Surgic		1,018.08							
McNeilus Truck & Manufacturing 10410									
4507341	10/8/2019	7,660.18	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				2 tote flippers					
4507341 Total:		7,660.18							
McNeilus Truck & Manufa		7,660.18							
Menards 10414									
60426	9/27/2019	7.89	0.00	10/28/2019				False	0
100-032-522400 General Supplies				caution tape					
60426 Total:		7.89							
61440	10/9/2019	20.06	0.00	10/28/2019				False	0
100-032-522400 General Supplies				masonry brush and trowel					
61440 Total:		20.06							
62038	10/16/2019	9.96	0.00	10/28/2019				False	0
231-033-564100 Drainage Improvements				concrete for catch basin repairs					
62038 Total:		9.96							
62045	10/16/2019	2.44	0.00	10/28/2019				False	0
100-068-522400 General Supplies				trowel					
62045 Total:		2.44							
62078	10/16/2019	41.56	0.00	10/28/2019				False	0
100-032-522400 General Supplies				wood and 5 gallon bucket					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
62078 Total:		41.56							
62257	10/18/2019	18.97	0.00	10/28/2019	replacement band saw blades			False	0
223-023-522400 General Supplies									
62257 Total:		18.97							
62488	10/21/2019	30.83	0.00	10/28/2019	supplies for sierra ct repairs			False	0
231-033-522400 General Supplies									
62488 Total:		30.83							
62558	10/22/2019	124.00	0.00	10/28/2019	door handle for shop			False	0
501-501-534200 Bldng & Grnds Maint/Repairs									
62558 Total:		124.00							
62596	10/22/2019	177.65	0.00	10/28/2019	fire station 2 building repairs			False	0
100-034-534200 Buildings & Grounds Maintenanc									
62596 Total:		177.65							
62646	10/23/2019	27.97	0.00	10/28/2019	paint for paint machine			False	0
100-032-522400 General Supplies									
62646 Total:		27.97							
Menards Total:		461.33							
MES Inc									
10415									
in1384285	10/7/2019	352.20	0.00	10/28/2019	SCBA flow test/repairs			False	0
100-034-534400 Equipment Repairs									
in1384285 Total:		352.20							
in1385148	10/9/2019	587.00	0.00	10/28/2019	gloves, nomex hoods and boots			False	0
100-034-529000 Equipment									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	in1385148 Total:	587.00							
	MES Inc Total:	939.20							
Midwest Engineering Associates, Inc 11961 5843	9/30/2019	7,487.34	0.00	10/28/2019	strm-stdy lake kennedy study	enr		False	0
231-033-561200 Engineering Fees									
	5843 Total:	7,487.34							
	Midwest Engineering Asso	7,487.34							
Midwest Equipment 13149 423324	9/12/2019	351.35	0.00	10/28/2019	mower repair			False	0
525-525-534400 Equipment Repairs									
	423324 Total:	351.35							
428136	10/11/2019	386.28	0.00	10/28/2019	mower repair			False	0
525-525-534400 Equipment Repairs									
	428136 Total:	386.28							
	Midwest Equipment Total:	737.63							
Midwest Transit Equipment 10421 x10104993701	10/4/2019	368.69	0.00	10/28/2019	tinted side window, reflectors, washer tank and bumper cap			False	0
501-501-534000 Automotive Expense									
	x10104993701 Total:	368.69							
	Midwest Transit Equipmen	368.69							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Miller Hall & Triggs 10423									
18	10/10/2019	210.50	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 golden ADA case					
18	10/10/2019	2,740.02	0.00	10/28/2019				False	0
231-030-560600 Corporate Counsel Fees				09/2019 mangan sewer					
18	10/10/2019	14,217.80	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 general legal matters					
18	10/10/2019	253.40	0.00	10/28/2019	csos-phs3	legal		False	0
231-030-560600 Corporate Counsel Fees				09/2019 phase 3 sewer project/railroad					
18	10/10/2019	280.00	0.00	10/28/2019				False	0
100-003-561001 Legal Services - Police Labor				09/2019 police labor matters					
18	10/10/2019	940.00	0.00	10/28/2019				False	0
100-003-561001 Legal Services - Police Labor				09/2019 brooks/simmons cases					
18	10/10/2019	40.00	0.00	10/28/2019				False	0
100-003-561001 Legal Services - Police Labor				09/2019 ujinski case					
18	10/10/2019	2,212.00	0.00	10/28/2019				False	0
100-003-561003 Legal Services - Teamsters				09/2019 general labor matters					
18	10/10/2019	460.00	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 zba/planning commission					
18	10/10/2019	5,112.70	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 ordinance violations					
18	10/10/2019	260.00	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 general unit labor matters					
18	10/10/2019	2,379.62	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 traffic & enforcement					
18	10/10/2019	320.00	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 liquor commission					
18	10/10/2019	340.00	0.00	10/28/2019				False	0
525-525-560600 Corporate Counsel Fees				09/2019 hangar issues					
18	10/10/2019	1,180.00	0.00	10/28/2019				False	0
273-273-560600 Corporate Counsel Fees				09/2019 southside TIF zoning and PUD					
18	10/10/2019	400.00	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 fire legal matters					
18	10/10/2019	54.30	0.00	10/28/2019				False	0
100-003-560600 Corporate Counsel Fees				09/2019 demolitions					
18 Total:		31,400.34							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Miller Hall & Triggs Total:		31,400.34							
Mitchell, Cory 12131 expense-1019 100-761-556100 Gasoline/diesel Fuel	10/7/2019	30.00	0.00	10/28/2019	fuel purchase while at training			False	0
expense-1019 Total:		30.00							
Mitchell, Cory Total:		30.00							
Mutual Wheel 10439 2487324 223-023-522400 General Supplies	9/27/2019	35.80	0.00	10/28/2019	air line and quick release valve			False	0
2487324 Total:		35.80							
Mutual Wheel Total:		35.80							
MyFleetCenter.Com 13381 26241 100-761-534000 Automotive Expense	10/11/2019	62.98	0.00	10/28/2019	oil change			False	0
26241 Total:		62.98							
26249 100-761-534000 Automotive Expense	10/11/2019	62.98	0.00	10/28/2019	oil change			False	0
26249 Total:		62.98							
26336 100-761-534000 Automotive Expense	10/14/2019	62.98	0.00	10/28/2019	oil change			False	0
26336 Total:		62.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
26340	10/14/2019	62.98	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				oil change					
26340 Total:		62.98							
26351	10/14/2019	62.98	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				oil change					
26351 Total:		62.98							
26371	10/15/2019	34.99	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				oil change					
26371 Total:		34.99							
26541	10/21/2019	41.98	0.00	10/28/2019				False	0
100-793-534000 Automotive Expense				oil change					
26541 Total:		41.98							
26567	10/22/2019	62.98	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				oil change					
26567 Total:		62.98							
26568	10/22/2019	56.99	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				oil change					
26568 Total:		56.99							
MyFleetCenter.Com Total:		511.84							
NAPA Auto Parts of Pekin									
10441									
401793	9/30/2019	12.38	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				light socket					
401793 Total:		12.38							
403619	10/16/2019	33.95	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				v-ribbed belt					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	403619 Total:	33.95							
404289	10/22/2019	194.99	0.00	10/28/2019				False	0
100-034-529000 Equipment				torq wrench					
	404289 Total:	194.99							
404301	10/22/2019	9.14	0.00	10/28/2019				False	0
100-034-534000 Automotive Expense				leak dye for E2					
	404301 Total:	9.14							
	NAPA Auto Parts of Pekin	250.46							
Neorfunds 13754									
10072019	10/7/2019	15.02	0.00	10/28/2019				False	0
100-009-520400 Postage				postage for machine					
	10072019 Total:	15.02							
	Neorfunds Total:	15.02							
Pekin Alignment & Autobody, Inc. 13351									
4858	10/9/2019	739.20	0.00	10/28/2019				False	0
501-501-534000 Automotive Expense				repairs to bus 1804					
	4858 Total:	739.20							
	Pekin Alignment & Autobob	739.20							
Pekin Insurance 11246									
jw00191270000	10/14/2019	3,127.64	0.00	10/28/2019				False	0
695-095-517504 A D & D Life Premium				11/2019 life insurance					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
jw00191270000 Total:		3,127.64							
Pekin Insurance Total:		3,127.64							
Pekin Shoe Repair 10490									
5216	10/21/2019	230.95	0.00	10/28/2019				False	0
100-034-529000 Equipment				equipment/boot for new hire					
5216 Total:		230.95							
Pekin Shoe Repair Total:		230.95							
Pence's Ag Repair Inc 10495									
17506	10/4/2019	30.00	0.00	10/28/2019				False	0
100-032-557200 License And Inspection Fe				inspection					
17506 Total:		30.00							
18044	8/7/2019	45.00	0.00	10/28/2019				False	0
223-023-557200 License And Inspection Fees				inspections					
18044	8/7/2019	45.00	0.00	10/28/2019				False	0
223-025-557200 License And Inspection Fees				inspections					
18044	8/7/2019	30.00	0.00	10/28/2019				False	0
100-032-557200 License And Inspection Fe				inspections					
18044 Total:		120.00							
18073	10/4/2019	60.00	0.00	10/28/2019				False	0
100-032-557200 License And Inspection Fe				inspections					
18073	10/4/2019	545.00	0.00	10/28/2019				False	0
501-501-557200 License And Inspection Fees				inspections					
18073 Total:		605.00							
18094	10/15/2019	129.00	0.00	10/28/2019				False	0
501-501-557200 License And Inspection Fees				bus inspections					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
18094 Total:		129.00							
18099	10/17/2019	43.00	0.00	10/28/2019				False	0
501-501-557200 License And Inspection Fees				bus inspection					
18099 Total:		43.00							
Pence's Ag Repair Inc Tota		927.00							
Price, Zeb 13877									
38104	10/23/2019	750.00	0.00	10/28/2019				False	0
231-030-569000 Other Contractual Service				backwater flow valve reimbursement					
38104 Total:		750.00							
Price, Zeb Total:		750.00							
Pulliam, May 10525									
expense-1119	10/25/2019	14.00	0.00	10/28/2019				False	0
100-764-519000 Training And Education				lunch during training 11/12/19					
expense-1119 Total:		14.00							
Pulliam, May Total:		14.00							
R A Cullinan 10528									
3	10/2/2019	62,756.08	0.00	10/28/2019				False	0
240-240-580501 Street Major Repair				sheridan road mill and overlay final					
3 Total:		62,756.08							
R A Cullinan Total:		62,756.08							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Ragan Communications Inc 10533									
22764	9/26/2019	243.85	0.00	10/28/2019				False	0
100-761-555000 Radio Expense				repair on portable radio					
22764 Total:		243.85							
Ragan Communications In		243.85							
Rainbo Oil Co 10534									
9129906	9/1/2019	87.93	0.00	10/28/2019				False	0
699-069-529000 Equipment				drum pumps					
9129906 Total:		87.93							
9130588	9/26/2019	276.75	0.00	10/28/2019				False	0
223-023-534000 Automotive Expense				bulk oil					
9130588 Total:		276.75							
9131075	10/11/2019	244.25	0.00	10/28/2019				False	0
501-501-534000 Automotive Expense				bulk oil					
9131075 Total:		244.25							
9131076	10/11/2019	678.60	0.00	10/28/2019				False	0
501-501-534000 Automotive Expense				bulk oil					
9131076 Total:		678.60							
Rainbo Oil Co Total:		1,287.53							
Ray O'Herron Co Inc 10539									
1956791in	10/14/2019	174.88	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				micropulse lights for squads					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	1956791in Total:	174.88							
1956994in	10/15/2019	340.00	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				4 charge guards/squads/electrical					
	1956994in Total:	340.00							
1957302in	10/16/2019	154.44	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				flush mount blue LED lights for squads					
	1957302in Total:	154.44							
1957602in	10/17/2019	374.95	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				LED spotlight and installation kit for squads					
	1957602in Total:	374.95							
	Ray O'Herron Co Inc Total	1,044.27							
Regent Book Co Inc 10542									
10112019	10/11/2019	59.99	0.00	10/28/2019				False	0
100-761-557200 License And Inspection Fees				notary public renewal					
	10112019 Total:	59.99							
	Regent Book Co Inc Total:	59.99							
Sam Harris Clothing 10563									
115533	10/9/2019	338.15	0.00	10/28/2019				False	0
100-034-554300 Uniform & Tool Allowance				uniform pieces for skylar bailey					
	115533 Total:	338.15							
	Sam Harris Clothing Total:	338.15							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Sentry Safety Supply, Inc. 10882									
0241426in	10/24/2019	58.95	0.00	10/28/2019				False	0
100-032-522400 General Supplies				safety vest					
0241426in Total:		58.95							
Sentry Safety Supply, Inc.		58.95							
Servpro 13712									
889	10/2/2019	270.09	0.00	10/28/2019				False	0
100-793-569000 Other Contractual Service				board up open window at 410 south st					
889 Total:		270.09							
Servpro Total:		270.09							
Servpro of N.C. Tazewell 8664 12255									
1003	10/18/2019	85.00	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				bio clean up on squad 5178					
1003 Total:		85.00							
Servpro of N.C. Tazewell 8		85.00							
SHI International Corp 12297									
b10670938	10/2/2019	2,500.00	0.00	10/28/2019				False	0
100-009-538000 Maintenance Agreements				bitdefender maintenance 9/2019-9/2021					
b10670938 Total:		2,500.00							
b10685548	10/7/2019	5,589.00	0.00	10/28/2019				False	0
100-009-599802 Computer Hardware				lenovo laptops and doc stations					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
b10685548 Total:		5,589.00							
SHI International Corp Tot		8,089.00							
Shipman, Eric 10597 expense-1119 100-761-519000 Training And Education	10/25/2019	14.00	0.00	10/28/2019	lunch reimbursement during training 11/12/19			False	0
expense-1119 Total:		14.00							
Shipman, Eric Total:		14.00							
Singleton, Taylor 13873 10142019 100-034-519000 Training And Education	10/14/2019	70.00	0.00	10/28/2019	lunch reimbursement 10/14-10/18/19			False	0
10142019 Total:		70.00							
10272019 100-034-519000 Training And Education	10/27/2019	881.15	0.00	10/28/2019	hotel and per diem during training 10/27-11/01/19			False	0
10272019 Total:		881.15							
Singleton, Taylor Total:		951.15							
Smith, Adam 11543 expense-1119 100-761-519000 Training And Education	10/25/2019	14.00	0.00	10/28/2019	lunch reimbursement during training 11/05/19			False	0
expense-1119 Total:		14.00							
Smith, Adam Total:		14.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Standard Heating & Cooling 13042									
sd9089	9/9/2019	251.25	0.00	10/28/2019				False	0
100-068-534200 Buildings And Grounds Rep				hvac repair at city hall					
sd9089 Total:		251.25							
Standard Heating & Coolin		251.25							
State Surplus Property Revolving Fund/LESO 11887									
10152019	10/15/2019	900.00	0.00	10/28/2019	poli-fdie	expense		False	0
100-761-587100 Office Equipment & Furniture				LESO fee					
10152019 Total:		900.00							
State Surplus Property Re		900.00							
Stewart, Nicole 13588									
expense-1019-5	10/18/2019	623.85	0.00	10/28/2019				False	0
100-004-519000 Training And Education				hotel while at training 10/813-10/18/19					
expense-1019-5 Total:		623.85							
Stewart, Nicole Total:		623.85							
Stock & Field 11569									
8671/13	10/13/2019	7.49	0.00	10/28/2019				False	0
100-068-522400 General Supplies				yard crew oil					
8671/13 Total:		7.49							
8679/13	10/21/2019	69.98	0.00	10/28/2019				False	0
501-501-534400 Equipment Repairs				tires for pressure washer					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
8679/13 Total:		69.98							
8682/13	10/22/2019	19.14	0.00	10/28/2019				False	0
231-033-522400 General Supplies				t-post for sierra ct repair					
8682/13 Total:		19.14							
Stock & Field Total:		96.61							
Stolz, Jeffrey 10620									
expense-1119	10/25/2019	28.00	0.00	10/28/2019				False	0
100-763-519000 Training And Education				meal reimbursement during training 11/12-11/13/19					
expense-1119 Total:		28.00							
Stolz, Jeffrey Total:		28.00							
Tazewell County Asphalt Co. Inc. 11264									
20110009022	9/30/2019	9,471.75	0.00	10/28/2019				False	0
240-240-535000 Material And Hauling				bituminous surface for street repair					
20110009022 Total:		9,471.75							
20110009113	10/15/2019	7,064.21	0.00	10/28/2019				False	0
240-240-535000 Material And Hauling				bituminous surface for street repair					
20110009113 Total:		7,064.21							
Tazewell County Asphalt C		16,535.96							
Tazewell County Landfill 10635									
4371146	9/30/2019	23,456.70	0.00	10/28/2019				False	0
223-023-566500 Landfill Expense				garbage hauled to landfill 9/16-9/30/19					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
4371146 Total:		23,456.70							
Tazewell County Landfill T		23,456.70							
Tazewell County Recorder 11172									
10182019	10/18/2019	948.00	0.00	10/28/2019				False	0
231-029-593300 Lien Filing Fee				filing 20 wastewater liens					
10182019 Total:		948.00							
10182019-1	10/18/2019	711.00	0.00	10/28/2019				False	0
231-029-593300 Lien Filing Fee				filing 15 wastewater liens					
10182019-1 Total:		711.00							
10242019	10/24/2019	189.60	0.00	10/28/2019				False	0
231-029-593300 Lien Filing Fee				filing of 3 and release of 1 wastewater lien					
10242019 Total:		189.60							
Tazewell County Recorder		1,848.60							
Third Millennium Associates, Inc. 11953									
24011	10/17/2019	984.92	0.00	10/28/2019				False	0
231-029-569000 Other Contractual Service				october 2019 bill rendering					
24011	10/17/2019	984.91	0.00	10/28/2019				False	0
223-023-569000 Other Contractual Service				october 2019 bill rendering					
24011	10/17/2019	15.75	0.00	10/28/2019				False	0
231-029-520400 Postage				october 2019 postage					
24011	10/17/2019	15.75	0.00	10/28/2019				False	0
223-023-520400 Postage				october 2019 postage					
24011 Total:		2,001.33							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	Third Millennium Associat	2,001.33							
Topless Tree Service Inc 10657									
2019250	10/18/2019	700.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			7th and hillyer/remove tree blocking street					
2019250 Total:		700.00							
2019251	10/18/2019	700.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			1125 janssen/lift from street					
2019251 Total:		700.00							
2019252	10/18/2019	1,270.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			1206 charlotte/remove dead tree					
2019252 Total:		1,270.00							
2019253	10/18/2019	350.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			503 s 8th/remove broken section					
2019253 Total:		350.00							
2019254	10/18/2019	525.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			1001 n capitol/deadwood 2 trees					
2019254 Total:		525.00							
2019255	10/18/2019	525.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			925 hamilton/trim tree off house					
2019255 Total:		525.00							
2019256	10/18/2019	1,655.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			400 s 4th/remove split tree					
2019256 Total:		1,655.00							
2019257	10/18/2019	2,460.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			ywca/remove section of tree that fell into street					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2019257 Total:		2,460.00							
2019258	10/18/2019	1,260.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			11th and park ave/grind stump and break concrete					
2019258 Total:		1,260.00							
2019259	10/21/2019	1,080.00	0.00	10/28/2019				False	0
100-032-536000	Tree Removal / Replacemen			335 prince/remove tree stump					
2019259 Total:		1,080.00							
Topless Tree Service Inc To		10,525.00							
Tractor Supply Co									
10659									
460093	10/21/2019	94.99	0.00	10/28/2019				False	0
100-032-534400	Equipment Repairs			tractor seat					
460093 Total:		94.99							
Tractor Supply Co Total:		94.99							
Truck Centers Inc									
10664									
f14028230701	10/3/2019	382.56	0.00	10/28/2019				False	0
223-023-534000	Automotive Expense			rear brakes					
f14028230701 Total:		382.56							
f14028246201	10/4/2019	977.60	0.00	10/28/2019				False	0
223-023-534000	Automotive Expense			brake shoes and drums					
f14028246201 Total:		977.60							
r14005760001	10/2/2019	1,091.95	0.00	10/28/2019				False	0
501-501-534000	Automotive Expense			transmission replacement, items not under warranty					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
r14005760001 Total:		1,091.95							
Truck Centers Inc Total:		2,452.11							
Unland & Co Inc., James									
10671									
1345	10/16/2019	2,650.00	0.00	10/28/2019				False	0
695-095-569000 Other Contractual Service				august and september 2019 benefit services					
1345 Total:		2,650.00							
Unland & Co Inc., James T		2,650.00							
US Bank Equipment Finance									
13878									
394298509	9/5/2019	117.68	0.00	10/28/2019				False	0
100-001-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	117.64	0.00	10/28/2019				False	0
100-990-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	117.64	0.00	10/28/2019				False	0
100-006-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	235.28	0.00	10/28/2019				False	0
100-763-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	117.64	0.00	10/28/2019				False	0
100-761-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	117.64	0.00	10/28/2019				False	0
100-764-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	117.64	0.00	10/28/2019				False	0
100-032-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	470.56	0.00	10/28/2019				False	0
501-501-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	117.64	0.00	10/28/2019				False	0
699-069-524000 Lease/rental Of Equipment				rental on copier for october 2019					
394298509	9/5/2019	117.64	0.00	10/28/2019				False	0
100-034-524000 Lease/rental Of Equipment				rental on copier for october 2019					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
394298509 Total:		1,647.00							
396727414	9/30/2019	249.97	0.00	10/28/2019				False	0
100-001-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	250.00	0.00	10/28/2019				False	0
100-990-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	250.00	0.00	10/28/2019				False	0
100-006-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	500.00	0.00	10/28/2019				False	0
100-763-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	250.00	0.00	10/28/2019				False	0
100-761-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	250.00	0.00	10/28/2019				False	0
100-764-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	250.00	0.00	10/28/2019				False	0
100-032-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	1,000.00	0.00	10/28/2019				False	0
501-501-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	250.00	0.00	10/28/2019				False	0
699-069-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414	9/30/2019	250.00	0.00	10/28/2019				False	0
100-034-524000 Lease/rental Of Equipment				rental on copier for september 2019					
396727414 Total:		3,499.97							
US Bank Equipment Finan		5,146.97							
US Bank Voyager Fleet Sys									
12658									
08140021	9/23/2019	23.00	0.00	10/28/2019				False	0
100-034-556100 Gasoline/diesel Fuel				fuel when pumps were down					
08140021 Total:		23.00							
14560021	9/23/2019	30.86	0.00	10/28/2019				False	0
100-034-556100 Gasoline/diesel Fuel				fuel when pumps were down					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
14560021 Total:		30.86							
49180021	9/22/2019	46.01	0.00	10/28/2019				False	0
100-034-556100 Gasoline/diesel Fuel				fuel when pumps were down					
49180021 Total:		46.01							
53230021	9/23/2019	43.02	0.00	10/28/2019				False	0
501-501-556100 Gasoline/diesel Fuel				fuel when pumps were down					
53230021 Total:		43.02							
55360021	9/24/2019	27.00	0.00	10/28/2019				False	0
100-034-556100 Gasoline/diesel Fuel				fuel when pumps were down					
55360021 Total:		27.00							
59330021	9/22/2019	59.53	0.00	10/28/2019				False	0
100-034-556100 Gasoline/diesel Fuel				fuel when pumps were down					
59330021 Total:		59.53							
869338764	7/8/2019	136.45	0.00	10/28/2019				False	0
100-761-556100 Gasoline/diesel Fuel				fuel when pumps were down					
869338764	9/23/2019	974.91	0.00	10/28/2019				False	0
100-761-556100 Gasoline/diesel Fuel				fuel when pumps were down					
869338764 Total:		1,111.36							
US Bank Voyager Fleet Sy		1,340.78							
Velde Ford 10683									
356410fowg	10/2/2019	230.32	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				power steering pump					
356410fowg Total:		230.32							
cm356410fowg	10/16/2019	-60.00	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				core steering pump					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
cm356410fowg Total:		-60.00							
focs3386877	10/10/2019	595.57	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				reprogram and new dash duster					
focs3386877 Total:		595.57							
focs386877	10/10/2019	595.57	0.00	10/28/2019				False	0
100-032-534000 Automotive Expense				replaced instrument cluster					
focs386877 Total:		595.57							
Velde Ford Total:		1,361.46							
Verizon Connect Nwf, Inc 12701									
osv000001896443	10/1/2019	1,345.59	0.00	10/28/2019				False	0
100-009-529500 AVL Equipment				AVL for all city equipment					
osv000001896443 Total:		1,345.59							
Verizon Connect Nwf, Inc		1,345.59							
Verizon Wireless 10685									
88530492100002	10/3/2019	539.98	0.00	10/28/2019				False	0
100-009-550300 Telephone				fire dept cell phone					
88530492100002 Total:		539.98							
9839396307	10/3/2019	4,668.66	0.00	10/28/2019				False	0
100-009-550300 Telephone				city hall dept cell phone					
9839396307 Total:		4,668.66							
9839396309	10/3/2019	2,453.18	0.00	10/28/2019				False	0
100-009-550300 Telephone				police dept cell phone					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
9839396309 Total:		2,453.18							
9839396310	10/3/2019	946.80	0.00	10/28/2019				False	0
501-501-550300 Telephone				radio's on buses					
9839396310 Total:		946.80							
Verizon Wireless Total:		8,608.62							
Von Rohr, Richard 10688 expense-1119	10/25/2019	14.00	0.00	10/28/2019				False	0
100-761-519000 Training And Education				lunch reimbursement during training 11/12/19					
expense-1119 Total:		14.00							
Von Rohr, Richard Total:		14.00							
Warning Systems Spec 13591									
9091	10/14/2019	546.00	0.00	10/28/2019				False	0
100-761-534000 Automotive Expense				replaced speaker, GPS antenna and installed new LED strea					
9091 Total:		546.00							
9092	10/14/2019	194.00	0.00	10/28/2019				False	0
100-761-592608 Court Supervision Funded Exp				added wiring to new master power switch					
9092 Total:		194.00							
9093	10/15/2019	769.00	0.00	10/28/2019				False	0
100-761-592608 Court Supervision Funded Exp				installation of charge gard kit					
9093 Total:		769.00							
9094	10/15/2019	194.00	0.00	10/28/2019				False	0
100-761-592608 Court Supervision Funded Exp				install master override kit					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
9094 Total:		194.00							
9097	10/17/2019	194.00	0.00	10/28/2019				False	0
100-761-592608	Court Supervision Funded Exp			installed master override switch					
9097 Total:		194.00							
9098	10/17/2019	769.00	0.00	10/28/2019				False	0
100-761-592608	Court Supervision Funded Exp			install battery protector, charge guard unit and rewired					
9098 Total:		769.00							
9099	10/22/2019	221.90	0.00	10/28/2019				False	0
100-761-534000	Automotive Expense			replaced spotlight and updated and rewired harness					
9099 Total:		221.90							
Warning Systems Spec Tot		2,887.90							
Waste Management									
12524									
332172920701	10/16/2019	1,662.40	0.00	10/28/2019				False	0
231-031-536400	Sludge Removal			hauling of 20 yard sludge boxes					
332172920701 Total:		1,662.40							
Waste Management Total:		1,662.40							
West Payment Center									
10700									
841089431	9/30/2019	221.84	0.00	10/28/2019				False	0
100-763-551600	Dues And Subscriptions			month of september 2019					
841089431 Total:		221.84							
West Payment Center Total		221.84							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Wieland's Lawn Mower Hospital 10704									
737561	10/9/2019	22.95	0.00	10/28/2019				False	0
100-068-529000 Equipment				blades for chain saw					
737561 Total:		22.95							
738792	10/22/2019	115.83	0.00	10/28/2019				False	0
100-068-534400 Equipment Repairs				replaced chain saw carburetor					
738792 Total:		115.83							
Wieland's Lawn Mower Ho		138.78							
Will Harms Co 10706									
36157	10/21/2019	8.86	0.00	10/28/2019				False	0
100-032-520200 Office Supplies				office supplies					
36157 Total:		8.86							
36158	10/21/2019	26.18	0.00	10/28/2019				False	0
223-023-520200 Office Supplies				office supplies					
36158	10/21/2019	26.17	0.00	10/28/2019				False	0
231-029-520200 Office Supplies				office supplies					
36158	10/21/2019	17.45	0.00	10/28/2019				False	0
100-006-520200 Office Supplies				office supplies					
36158	10/21/2019	17.45	0.00	10/28/2019				False	0
100-005-520200 Office Supplies				office supplies					
36158 Total:		87.25							
36167	10/23/2019	22.65	0.00	10/28/2019				False	0
100-761-520200 Office Supplies				office supplies					
36167	10/23/2019	22.65	0.00	10/28/2019				False	0
100-763-520200 Office Supplies				office supplies					
36167 Total:		45.30							
36169	10/23/2019	135.55	0.00	10/28/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
100-034-520200 Office Supplies					office supplies				
36169 Total:		135.55							
Will Harms Co Total:		276.96							
YWCA of Pekin 10724 3002	10/17/2019	180.00	0.00	10/28/2019				False	0
695-095-516700 Wellness Program				03/19 annual membership 03/19					
3002 Total:		180.00							
YWCA of Pekin Total:		180.00							
Zimmerman, Brian 10725 expense-1019	10/25/2019	188.00	0.00	10/28/2019				False	0
100-761-519000 Training And Education				per diem durning training 10/28-10/30/19					
expense-1019 Total:		188.00							
Zimmerman, Brian Total:		188.00							
Report Total:		677,524.83							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 11/06/2019 - 8:00AM
 Batch: 00003.11.2019 - missy1



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						
Fick, Matt 13647									
23	10/28/2019	2,520.00	0.00	11/08/2019				No	0
270-270-560500 Consulting Services				consulting fee 10/15-10/28/19					
23 Total:		2,520.00							
Fick, Matt Total:		2,520.00							
Franciscovich, Brian 10207									
expense-1119	11/6/2019	1,022.92	0.00	11/08/2019				No	0
699-069-519000 Training And Education				repair and maintenance training on tymco sweepers 11/11-1					
expense-1119 Total:		1,022.92							
Franciscovich, Brian Total:		1,022.92							
Report Total:		3,542.92							



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Kurt Nelson, Fire Chief

AGENDA ITEM: Resolution No. 31-19/20 Tri-County Natural Hazards Mitigation Plan

ACTION REQUESTED: Adopt the Resolution.

DESCRIPTION: The City of Pekin, Illinois is subject to natural hazards including severe thunderstorms, severe winter storms, floods, tornadoes, and drought among others, that pose risks to public health and property and desires to prepare and mitigate for such natural hazards. Under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Plan as a condition of receipt of certain future Federal mitigation funding after November 1, 2004.

The Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan (accessed through the following website: <https://tricountyrpc.org/environment/hazard-mitigation/>) was updated in accordance with the regulations of the Disaster Mitigation Act of 2000 and the guidance provided by FEMA. The City of Pekin, Illinois has participated in updating the Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan covering member jurisdictions of Tazewell County, Woodford County and participating Peoria County municipalities.

To therefore be eligible for any future disaster mitigation funding, staff is recommending approval of the updated Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan as the official Hazard Mitigation Plan of the City of Pekin, Illinois.

FINANCIAL IMPACT: N/A

IMPACT IF APPROVED: If the plan is not adopted, the City could be eligible for mitigations funds should flooding occur at the wastewater treatment facility.

IMPACT IF DENIED: If the plan is not adopted, mitigations funds would not be available at water treatment facility should a flood occur.

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 dollar obligation.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/5/2019

Date:

MAYOR

ATTEST:

CITY CLERK

City of Pekin, Illinois
Resolution of Adoption
of the
Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan

WHEREAS, the City of Pekin is subject to natural hazards including severe thunderstorms, severe winter storms, floods, tornadoes, and drought among others, that pose risks to public health and property; and

WHEREAS, the City of Pekin desires to prepare and mitigate for such natural hazards; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Plan as a condition of receipt of certain future Federal mitigation funding after November 1, 2004; and

WHEREAS, the Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan was updated in accordance with the regulations of the Disaster Mitigation Act of 2000 and the guidance provided by FEMA; and

WHEREAS, the City of Pekin has participated in updating the Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan covering member jurisdictions of Tazewell County, Woodford County and participating Peoria County municipalities:

NOW THEREFORE, be it resolved that the City of Pekin hereby:

1. Adopts the updated Tri-County Multi-Jurisdictional Natural Hazards Mitigation Plan as the official Hazard Mitigation Plan of the City of Pekin; and
2. Agrees to participate in the annual and 5-year updates to this updated Plan.

ADOPTED on November 12, 2019

CERTIFIED by _____
Mark A. Luft
Mayor

SEAL

ATTESTED by _____
Sue E. McMillan
City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Michael Guerra, City Engineer

AGENDA ITEM: 2019-2022 Farm Lease for the Pekin Municipal Airport

ACTION REQUESTED: To approve a three year farm lease with Mark Weyhrich for the available tillable land located at the Pekin Municipal Airport.

DESCRIPTION: This lease is to allow Mark Weyhrich to farm the available tillable land at the Pekin Municipal Airport. The airport currently has 121.7 tillable acres in which Mr. Weyhrich proposes to farm said ground for next three (3) years at a rate of \$140 per acre. This is a \$5 per acre decrease from this year's farm lease, however according to the Illinois Society of Professional Farm Managers, cash leases across the state for fair non-irrigated ground decreased from \$140 per acre in 2017 to \$115 per acre in 2018. Therefore this lease will allow us to be equal to or above the expected rental rates for fair farm ground in the state. This farm ground was last bid out last year, with Mr. Weyhrich as the only bidder.

FINANCIAL IMPACT: \$17,038 annually for the next three fiscal years

Requested \$17,038
Amount: 525-525-491000
Line Item: \$17,719
Budgeted Amount: \$0 funds received to date
Remaining Funds:

IMPACT IF APPROVED: The lease will be signed with Mr. Weyhrich.

IMPACT IF DENIED: The lease will not be signed with Mr. Weyhrich.

ALTERNATIVES: To proposals from other farmers in the area.

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):

Bruce Q Marston

Bruce Q Marston, Finance Director

11/6/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/6/2019

Date:

FARM LEASE AGREEMENT PEKIN MUNICIPAL AIRPORT

THIS LEASE is entered into this _____ day of _____, 2019, by and between CITY OF PEKIN, an Illinois municipal corporation, hereinafter referred to as "LANDLORD", and MARK WEYHRICH, hereinafter referred to as "TENANT".

Description of Land:

The LANDLORD rents and leases to the TENANT to occupy and to use for agricultural purposes, the following 121.7 Agricultural Stabilization and Conservation Service ("ASCS") crop acres of Pekin Municipal Airport situated in County of Tazewell and State of Illinois, described as follows:

39.1 ASCS tillable acres of uneven width North of the runway in the South Half of the North Half of Section 33, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

39.6 ASCS tillable acres of uneven width South and East of the runway in the South Half of the North Half of Section 33, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

26.5 ASCS tillable acres in the West Half of the South Half of the Northeast Quarter of Section 32, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois;

AND

17.0 ASCS tillable acres of uneven width surrounding the end of the runway in the East Half of the South Half of the Northeast Quarter of Section 32, Township 24 North, Range 5 West of the Third Principal Meridian, situated in Tazewell County, in the State of Illinois.

PIN: 10-10-33-100-007 & 10-10-32-200-009

AND

0.5 ASCS tillable acres have been taken out of service due to construction.

Together with any improvements thereon, if any, upon the following terms and conditions:

1. **TERM:** The term of this lease shall be for a period of three (3) years from November 1, 2019 to October 31, 2022. TENANT shall surrender possession at the end of this lease.
2. **RENT:** The LANDLORD values the above-described farm at a price of ONE HUNDRED FORTY (\$140.00) Dollars per acre. The TENANT agrees to pay the LANDLORD an annual cash rent for the above-described farm in the amount of ONE HUNDRED FORTY DOLLARS. Dollars per acre consisting of 121.7 acres, or a total annual cash rent of SEVENTEEN THOUSAND AND THIRTYEIGHT (\$17,038.00) Dollars on November 1 each year of this lease.

3. TENANT'S EXPENSES: The TENANT agrees to furnish the property and to pay the items of expense listed below:
 - A. All the machinery, equipment, labor, fuel and power necessary to farm the premises.
 - B. The hauling to the farm and spreading, except when otherwise agreed, of all material required to farm the premises.
 - C. The performing and furnishing of all work and labor required for repairing and improving the premises.
 - D. All seed, inoculation, disease-treatment materials and fertilizers.
4. TENANT'S DUTIES IN OPERATING FARM: The TENANT further agrees that they will perform and carry out the stipulations below:
 - A. Activities required:
 1. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.
 2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
 3. To prevent tramping of fields by stock and rooting by hogs when injury will be done.
 4. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
 5. To haul out and spread all manure as soon as practicable on appropriate fields.
 6. To keep open ditches, tile drains, field outlets, grass waterways and terraces in good repair.
 7. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
 8. To keep the buildings, fences (including hedges), and other improvements on said premises in as good repair and condition as they are when they take possession, or in as good repair and condition as they may be put by the LANDLORD during the term of the lease, ordinary wear, loss by fire or unavoidable destruction excepted.
 9. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
 10. To keep the farmstead neat and orderly.
 11. To prevent all unnecessary waste or loss or damage to the property of the LANDLORD.
 12. To comply with rules and regulations of the Illinois Pollution Control Board.
 13. To practice fire prevention, follow safety rules and abide by restrictions in the LANDLORD'S insurance contracts.
 14. Provide a copy of all soil tests to the LANDLORD that is performed on the acreage farmed
 15. Provide yield results from previous year.
 - B. Activities restricted:
 1. The TENANT further agrees, unless he shall first have obtained the written consent of the LANDLORD:
 - (a) Not to assign this lease to any person or persons or sublet any part of the premises.
 - (b) Not to erect or permit to be erected any structure or building or to incur any expense to the LANDLORD for such purpose.

- (c) Not to permit, encourage or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production.
 - (d) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 5. CROP CHOICE: TENANT shall have the right to determine what crops shall be planted and where they shall be planted, subject to the consent of the LANDLORD the State of Illinois and the Federal Aviation Administration, which consent may not be unreasonably withheld.
- 6. DEFAULT, YIELDING POSSESSION, RIGHT OF ENTRY AND RIGHT TO SELL OR LEASE PREMISES:
 - A. Termination upon default: If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the insurance(s) of default and specifying a termination date of thirty (30) days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause C of this section.
 - B. Yielding possession: The TENANT agrees that at the expiration or termination of this lease they will yield possession of the premises to the LANDLORD without further demand or notice. If the TENANT fails to yield possession, he shall pay to the LANDLORD a penalty of One Hundred (\$100.00) Dollars per day, or if a penalty is not specified, the statutory double rent shall apply for each day they remain in possession thereafter, in addition to any actual damages caused by the TENANT in the LANDLORD'S land or improvements, and said payments shall not entitle said TENANT to any interest of any kind or character in or on the premises.
 - C. LANDLORD'S lien for rent and performances: The LANDLORD'S lien as provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the TENANT shall fail to pay the rent due or shall fail to keep any of the agreements of this lease, all costs and attorney's fees of the LANDLORD in enforcing collection of performance shall be added to and become a part of the obligations payable by the TENANT hereunder.
 - D. LANDLORD'S right of entry during term of lease: The LANDLORD reserves the right of himself, his agents, employees or assigns to enter upon said premises at any reasonable time for the purpose of viewing the same, for purposes of showing same for sale, of working or making repairs or improvements thereon, of developing mineral resources as provided in Clause E below, or, after constructive notice has been given that the lease may not be extended, of plowing after severance of crops, of seeding, or of applying fertilizers and doing other field work.
 - E. Solar Project: LANDLORD maintains the full right to enter upon the premises and to construct a solar array farm ("Solar Project") upon 10 acres of its farmland south of the airport runway. LANDLORD maintains full liberty to pass over said premises to implement its Solar Project with vehicles and lay down and work any power lines and structures as may be necessary or convenient for the above purpose. The LANDLORD agrees to reimburse the TENANT for any actual damage

he may suffer for crops destroyed by these activities and to release the TENANT from obligation to continue farming the Solar Project site.

7. INDEMNIFICATION. TENANT shall indemnify and defend LANDLORD from any claim, loss, or liability arising out of or related to any activity of TENANT on the demised premises or any condition of the demised premises in the possession or under the control of TENANT.
8. INSURANCE. TENANT shall procure and maintain during the term of this lease agreement, insurance, as follows:
 - A. Public liability and property damage insurance with a responsible insurance company with limits of not less than \$300,000.00 for the injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$150,000.00 for damage to property.
 - B. Such insurance shall cover all risks arising directly or indirectly out of TENANT's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by LANDLORD's negligence, shall protect TENANT against the claims of LANDLORD on account of the obligations assumed by TENANT in this agreement, and shall protect LANDLORD and TENANT against claims of third persons.
 - C. Certificates evidencing such insurance and bearing endorsements requiring and any written notice to LANDLORD at least 30 days prior to any change or cancellation, shall be furnished to LANDLORD.
9. BINDING ON SUCCESSORS. The terms of this lease shall be binding on the successors, heirs, executors, administrators and assigns of both LANDLORD and TENANT in like manner as upon the original parties.
10. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.
11. GOVERNING LAW AND NATIONAL EMERGENCY. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
 - A. In the event the Federal Statutes, FAA Regulations or Code of Federal Regulations referred to herein shall be altered or amended, then the terms and conditions of this agreement will be automatically amended to conform to such changes and to bring this agreement not only in compliance with, but with no greater restrictions than are required by said Federal Statutes, FAA Regulations or Code of Federal Regulations.
 - B. During the time of war or national emergency, Landlord shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use; and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of this lease to the Government shall be suspended.
12. NO WAIVER. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the

same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. NOTICES. Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.
14. NO PARTNERSHIP. It is expressly agreed that this agreement is one of lease and not of partnership, and LANDLORD shall not be or become responsible for any debts contracted by TENANT.
15. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
16. TERMINATION FOR BANKRUPTCY OF TENANT. If at any time during the term of this lease agreement there shall be filed by or against TENANT in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a part of the property of TENANT, or if TENANT makes an assignment for the benefit of creditors, this lease agreement, at LANDLORD's option, exercised after expiration of the period provided below, may be canceled and terminated and all rents shall become due immediately. In that event, neither TENANT nor any person claiming through or under TENANT by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall promptly quit and surrender the demised premises.
17. LAND USE. The premises leased herein may be used by the TENANT solely for agricultural crop production and related purposes. The agricultural crop production shall not be in conflict with Federal, State or local restrictions, regulations and laws pertaining to land used located next to or near airports. This Lease shall be subordinate to the provisions of any existing lease, agreement or regulation between Lessor and the United States, relative to the operation or maintenance of the Airport.

LANDLORD: CITY OF PEKIN, an Illinois Municipal Corporation

Name: _____

Title: _____

Date: _____

TENANT

Name: _____

Title: _____

Date: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 33-19/20 2019 Property Tax Levy

ACTION REQUESTED: Approve Resolution No. 33-19/20 declaring the City's intention to establish a 2019 tax extension that does not exceed 105% of its 2018 tax extension.

DESCRIPTION: The Illinois Truth in Taxation Act requires the governing body of a municipality to determine the amount of money estimated to be necessary to be raised by taxation. This must be done at least 20 days before the final adoption of the tax levy. The estimated amount of the proposed 2019 levy is compared with the amount of property taxes extended for the government in the prior year. If the proposed levy is greater than 105 percent of the previous year's extension, then the municipality must hold a Truth in Taxation public hearing and publish a notice of the hearing in a newspaper.

FINANCIAL IMPACT: The attached resolution states that the City's intention is to not exceed 105% of its 2018 tax extension for the City of Pekin or the Pekin Public Library. This amounts to \$5,400,193 and \$1,189,957, respectively. If the 2019 tax levy request is kept under a 5% increase, a Truth in Taxation public hearing is not required. Because there needs to be a 20 day timespan after the estimated 2019 tax levy is approved, the final adoption of the tax levy will take place at the December 9, 2019 city council meeting.

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

IMPACT IF APPROVED: The City Council will set an upper threshold for the 2019 tax levy that is not to exceed 105% of the previous year's levy.

IMPACT IF DENIED: The City Council will have to establish another estimate of the tax levy.

ALTERNATIVES: If the City Council desired, it could instead state an intention to exceed 105% of its 2018 tax extension, thus paving the way to hold a public Truth in Taxation Hearing and then in December adopt a levy extension that exceeds 105% of the 2018 tax extension.

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

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

Date:

City Manager:
Mark A. Rothert

Mark A. Rothert, City Manager

11/5/2019

Mark A. Rothert

Mark A. Rothert, City Manager

11/5/2019

Date:

WHEREAS, Section 18-60 of the Truth in Taxation Law, 35 ILCS 200/18-60, requires the corporate authority of each taxing district, not less than 20 days prior to the adoption of its aggregate tax levy, to estimate the amounts of money necessary to be raised by taxation for that year upon the taxable property in its district; and

WHEREAS, Section 18-70 of the Truth in Taxation Law, 35 ILCS 200/18-70, requires the corporate authority of each taxing district to give public notice of and hold a public hearing on its intent to adopt an aggregate tax levy, if the estimated amounts to be levied exceed 105% of the property taxes extended or estimated to be extended, including any amount abated prior to such extension, upon the levy of the preceding year.

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

Section 1. The City has determined the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the Election Law, estimated to be necessary to be raised by taxation for the 2019 tax levy shall not exceed \$6,590,150 which is not more than 105% of the aggregate extensions for the 2018 tax levy of \$6,276,333.

Section 2. Pursuant to the Truth in Taxation Law, the corporate authority will not be required to hold a public hearing.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 25th day of November, 2019.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution 34-19/20 Approving Right of First Refusal Agreement and Acceptance of Easements for River

ACTION REQUESTED: Adopt Resolution 34-19/20 approving the right of first refusal agreement and acceptance of easements for Riverway Business Park.

DESCRIPTION: This resolution is to accept a right of first refusal agreement, permanent, and temporary easements for the Riverway Business Park/ Koch Street Drainage Project. The easements from Excalibur Seasoning Company and Kriegsman Transfer Company are to allow the City to construct a new storm sewer to route storm water that currently drains into Koch Street over to the retention ponds for the Riverway Business Park. This is to reduce the amount of flooding at the Riverway Drive and Koch St. The easements were donated by the companies to the City. Included in this resolution is a right of first refusal for a parcel of Kriegsman Transfer Property that currently has a detention pond. This project is intended to enhance the existing detention pond control the release into the new sewer. The right of first refusal will allow the City the first priority to purchase this parcel to protect the use of the detention pond should Kriegsman Transfer Company seek to sell that parcel.

FINANCIAL IMPACT: The easements were donated to the City

Requested Amount: \$0
 Line Item: 231-033-580200
 Budgeted Amount: \$0
 Remaining Funds: \$0

IMPACT IF APPROVED: The easements and the right of first refusal will be accepted. The easements will be recorded at Tazewell County.

IMPACT IF DENIED: The easements will not be accepted.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

its \$63 million dollar obligation.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/6/2019

Date:

**Resolution 34-19/20 Approving Right of First Refusal Agreement and Acceptance
of Easements for Riverway Business Park**

8.4

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 34-19/20**A RESOLUTION APPROVING RIGHT OF FIRST REFUSAL AGREEMENT AND
ACCEPTANCE OF EASEMENTS FOR RIVERWAY BUSINESS PARK**

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

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

WHEREAS, the following properties are owned as follows, to-wit:

- A. Kriegsman Transfer Company (“Kriegsman”) is the owner of the property described on the attached Exhibit A;
 - B. Excalibur Seasoning Company, Ltd (“Excalibur”) is the owner of the property described on the attached Exhibit B;
- (collectively, the “Owners” and the “Properties”); and
- C. Kriegsman is the owner of the property (“Right of First Refusal Property”) described on the attached Exhibit C.

WHEREAS, the Owners of the Properties have each presented to the City Engineer a temporary construction easement grant and a permanent easement grant for drainage and highway improvements to facilitate improvements at the Riverway Business Park, and the City Engineer has recommended that the easement grants be accepted; and

WHEREAS, the Right of First Refusal Property includes a detention pond into which City water drains and in which the City maintains an interest for purposes of future drainage improvement projects; and

WHEREAS, Kriegsman has agreed to grant a right of first refusal to the City for the Right of First Refusal Property as set forth in the Right of First Refusal Agreement set forth on the attached Exhibit C, whereby in the event Kriegsman desires to sell said property, Kriegsman will first give the City the option to purchase the property at the City’s election; and

WHEREAS, the City desires to accept the easement grants for purposes of drainage and highway improvements as part of the Riverway Business Park project; and

WHEREAS, in order to protect the City’s future interest in the detention pond, the City desires to enter into the Right of First Refusal Agreement; and

WHEREAS, the City hereby finds that it is in the best interest of the City to accept the

easement grants set forth on the attached Exhibits A and B and to enter into the Right of First Refusal Agreement attached as Exhibit C.

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

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

Section 2. The City of Pekin hereby accepts the grants of Easements set forth on the attached Exhibits A and B and approves the Right of First Refusal Agreement attached as Exhibit C. The Mayor (or his designee) and City Clerk, are hereby authorized and directed to execute any and all necessary documents, with such changes as the Mayor or City Engineer deems reasonably necessary.

ADOPTED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this 12th day of November, 2019.

Mayor

ATTEST:

City Clerk

Owner: Kriegsman Transfer Company
 Address: 278 Koch Street
 Pekin, Illinois 61554

P.I.N. No. 10-10-10-100-047
 10-10-10-100-049
 10-10-10-100-050

TEMPORARY CONSTRUCTION EASEMENT
 (Corporation)

Kriegsman Transfer Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business under the Statutes of the State of Illinois, ("Grantor"), for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Pekin, Illinois ("Grantee"), a temporary construction easement for the purpose of drainage improvements and other highway purposes ("Proposed Project"), on, over, and through the following described real estate:

The south 30' of parcel 10-10-10-100-047, the south 118' and the south 130' of the west 130' of parcel 10-10-10-100-050, and all of parcel 10-10-10-100-049, as shown on the attached easement exhibit.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "Premises."

The right, easement and privilege granted herein shall terminate two (2) years from the execution of this document, or upon the completion of the Proposed Project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Premises and shall have access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for the stated purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 9th day of OCTOBER, 2019.

Kriegsman Transfer Company

Corporation Name

By: A. Richard Kriegsman

Signature

A. RICHARD KRIEGSMAN

Printed Name

PRESIDENT

Title

ATTEST:

By: _____

Signature

Printed Name

Title

State of Illinois)
) SS
County of Tazewell)

This instrument was acknowledged before me on OCTOBER 9, 2019 by

_____, as _____, and by _____

as _____ of Kriegsman Transfer Company.

(SEAL)

"OFFICIAL SEAL"
DONALD S. DAVIS
Notary Public, State of Illinois
Tazewell County
My Commission Expires: **05/23/2020**

Donald S. Davis

Notary Public

My Commission Expires: 05-23-2020

This instrument was prepared by and after recording return to:

City of Pekin, IL
ATTN: Public Works

Owner: Kriegsman Transfer Company
 Address: 278 Koch Street
 Pekin, Illinois 61554

P.I.N. No. 10-10-10-100-047
 10-10-10-100-050

PERMANENT EASEMENT

(Corporation)

Kriegsman Transfer Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business under the Statutes of the State of Illinois, ("Grantor"), for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Pekin, Illinois ("Grantee"), a permanent easement for the purpose of drainage improvements and other highway purposes, on, over, and through the following described real estate:

The south 10' of parcel 10-10-10-100-047, and the south 10' of the west 130' of parcel 10-10-10-100-050, as shown on the attached easement exhibit.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "Premises."

Grantor shall have and retain all rights to use and occupy the Premises and shall have access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for the stated purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 9th day of OCTOBER, 2019.

Kriegsman Transfer Company
Corporation Name

By: A. Richard Kriegsman
Signature

A. RICHARD KRIEGSMAN
Printed Name

PRESIDENT
Title

ATTEST:

By: _____
Signature

Printed Name

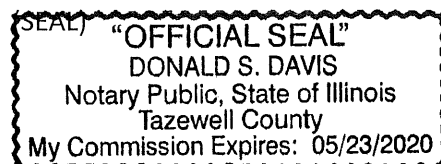
Title

State of Illinois)
) SS
County of Tazewell)

This instrument was acknowledged before me on OCTOBER 9, 2019 by

_____, as _____, and by _____

as _____ of Kriegsman Transfer Company.



Donald S. Davis

Notary Public

My Commission Expires: 05-23-2020

This instrument was prepared by and after
recording return to:

City of Pekin, IL
ATTN: Public Works

**RIGHT OF FIRST REFUSAL -
Tazewell County**

**THIS DOCUMENT PREPARED BY:
and
AFTER RECORDING MAIL TO:**

**Kathleen M. Carter
MILLER, HALL & TRIGGS, LLC
416 Main Street, Ste. 1125
Peoria, Illinois 61602**

RIGHT OF FIRST REFUSAL AGREEMENT

THIS INDENTURE WITNESSETH, that the GRANTOR, **Kriegsman Transfer Company**, a Delaware Corporation, authorized to do business in the State of Illinois, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, hereby grants to GRANTEE, the **City of Pekin, Illinois**, an Illinois municipal corporation, the Right of First Refusal to purchase the following described real estate, to-wit:

SEC 10 T24N R5W PARCEL B & ELY 86.55 PARCEL A E 1/2 NE 1/4 OF NW 1/4 2.03 AC

PIN 10-10-10-100-049

situated in Tazewell County, State of Illinois.

If Grantor receives a bona fide third party offer to purchase all or any part of the above described property which Grantor desires to accept, Grantor will notify Grantee thereof in writing, together with a copy of the acceptable third party offer, and Grantee shall have a period of thirty (30) days from its receipt to exercise its right of first refusal and notify Grantor of its intention to purchase the property (or part thereof to which the third party offer pertains) upon the terms and conditions of the third party offer; provided, however, that in the event such offer has unusually unique provisions (such as the exchange of other real estate), Grantee shall be afforded a reasonable opportunity to provide a reasonably equivalent offer. If Grantee exercises its right of first refusal, the parties shall enter into a real estate purchase agreement in a form and substance mutually agreeable to the parties. If Grantee declines to exercise its right of first refusal, Grantor shall be free to sell the property (or applicable part thereof) in accordance with the third party offer. If Grantor fails to sell the property (or applicable portion thereof) in accordance with the third party offer, then the Grantee's rights and privileges hereinabove set forth shall reinstate and thereafter be applicable to any new or additional offers or to any renewed attempt to sell the property (or

applicable portion thereof) to the third party which submitted the previously rejected offer. This right of first refusal shall run with the land and be binding upon the heirs, executors, administrators, successors, and assigns, of GRANTOR and GRANTEE.

DATED this 9th day of OCTOBER, 2019.

GRANTOR:

Address for Notices:

278 Koch Street
Pekin, Illinois 61554

**Kriegsman Transfer Company,
a Delaware Corporation**

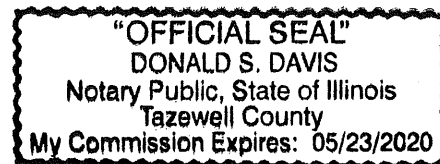
By: *Richard Kriegsman*
Its: PRESIDENT

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Richard Kriegsman, personally known to me to be the President of Kriegsman Transfer Company, a Delaware Corporation, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such _____ and on behalf of the company, and as the free and voluntary act of said company for the uses and purposes therein set forth; and on their oath stated that they were duly authorized to execute said instrument.

Given under my hand and notarial seal this 9TH day of OCTOBER, 2019.

Donald S. Davis
Notary Public



GRANTEE:

Address for Notices:
 111 S. Capitol Street
 Pekin, Illinois 61554

City of Pekin, Illinois
 an Illinois Municipal Corporation

By: _____
 Its: _____

STATE OF ILLINOIS)
 COUNTY OF TAZEWELL) ss.

On this _____ day of _____, 2019, before me appeared _____, personally known to me, who stated upon oath that he is the _____ for the City of Pekin, an Illinois municipal corporation, and that he has read the foregoing Right of First Refusal Agreement, has knowledge of the contents thereof, and the same is true and correct, and that he is duly authorized to execute the foregoing instrument on behalf of said municipal corporation, and acknowledged that he executed the foregoing instrument as his own free act and deed and as the free act and deed of said municipal corporation for the uses and purposes set forth therein.

 Notary Public

Owner: Excalibur Seasoning Company Ltd
 Address: 1800 Riverway Drive
 Pekin, Illinois 61554

P.I.N. No. 10-10-10-100-051
 10-10-10-100-052

TEMPORARY CONSTRUCTION EASEMENT
 (Corporation)

Excalibur Seasoning Company Ltd, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, ("Grantor"), for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Pekin, Illinois ("Grantee"), a temporary construction easement for the purpose of drainage improvements and other highway purposes ("Proposed Project"), on, over, and through the following described real estate:

The east 130' of the north 90' of parcel 10-10-10-100-052, and all of parcel 10-10-10-100-051, as shown on the attached easement exhibit.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "Premises."

The right, easement and privilege granted herein shall terminate two (2) years from the execution of this document, or upon the completion of the Proposed Project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Premises and shall have access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantors use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for the stated purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal

representatives, successors and assigns of Grantor.

Dated this 23rd day of October, 2019.

Excalibur Seasoning Company Ltd

Corporation Name

By: [Signature]

Signature

Tom Hornstein

Printed Name

PRESIDENT / CEO

Title

ATTEST:

By: [Signature]

Signature

THOMAS A. SHRIER

Printed Name

BOARD SECRETARY

Title

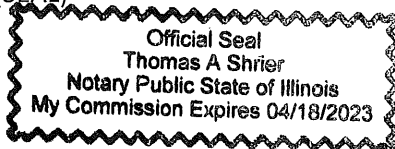
State of Illinois)
) SS
County of Tazewell)

This instrument was acknowledged before me on Oct 23, 2019 by

Tom Hornstein, as CEO, and by _____

as _____ of Excalibur Seasoning Company Ltd.

(SEAL)



[Signature]

Notary Public

My Commission Expires: 4-18-23

This instrument was prepared by and after
recording return to:

City of Pekin, IL

ATTN: Public Works

Owner: Excalibur Seasoning Company Ltd
 Address: 1800 Riverway Drive
 Pekin, Illinois 61554

P.I.N. No. 10-10-10-100-051
 10-10-10-100-052

PERMANENT EASEMENT

(Corporation)

Excalibur Seasoning Company Ltd, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, ("Grantor"), for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Pekin, Illinois ("Grantee"), a permanent easement for the purpose of drainage improvements and other highway purposes, on, over, and through the following described real estate:

The north 10' of parcel 10-10-10-100-051, and the north 10' of parcel 10-10-10-100-052, as shown on the attached easement exhibit.

situated in the County of Tazewell, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "Premises."

Grantor shall have and retain all rights to use and occupy the Premises and shall have access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the Premises may not interfere with Grantee's use of the Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for the stated purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this 23rd day of October, 2019.

Excalibur Seasoning Company Ltd

Corporation Name

By: [Signature]

Signature

TOM HENSTEN

Printed Name

PRESIDENT/CEO

Title

ATTEST:

By: [Signature]

Signature

THOMAS A. SHRIER

Printed Name

BOARD SECRETARY

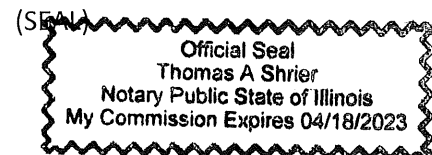
Title

State of Illinois)
) SS
County of Tazewell)

This instrument was acknowledged before me on Oct 23, 2019 by

_____, as _____, and by _____

as _____ of Excalibur Seasoning Company Ltd.



[Signature]

Notary Public

My Commission Expires: 4-18-23

This instrument was prepared by and after
recording return to:

City of Pekin, IL
ATTN: Public Works



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Matt Fick,

AGENDA ITEM: Redevelopment Agreement 353 Court Street

ACTION REQUESTED: Adopt Ordinance No. 2853-19/20 to enter into a redevelopment agreement with 353 Court LLC, for use of Central Business District Tax Increment Financing for the stabilization of 353 Court Street, Pekin, Illinois.

DESCRIPTION: 353 Court LLC is interested in stabilizing the building located at 353 Court Street to make the ground floor tenant-ready and provide the basic infrastructure needed to support future upper-story living. To facilitate this stabilization 353 Court, LLC is asking for \$375,000 in funding assistance from the City of Pekin Central Business Tax Increment Financing (TIF) fund. Total estimated stabilization project costs are \$742,000, which include demolition, building rehabilitation and renovation, and the installation of a sprinkler system throughout the building.

The City's investment in this project will stabilize a building constructed in 1910. Once stabilized the building life will be extended for another 50 years and the ground floor will be ready for tenant improvements. It will also sprinkle the two upper floors which has always been the primary hurdle for establishing non-owner occupied residential living in the downtown, an essential component to establishing off-peak-hour foot traffic. Downtown residential living is one of the driving factors to attracting and maintaining a wide variety of retail businesses offerings.

The key items to the attached redevelopment agreement include:

- The agreement is structured as a forgivable loan at 3% interest with a 60-month (5-year) term. One fifth of the loan will be forgiven annually on December 31st each year following approval of the loan.
- If 50% of the ground floor of the building is vacant for more than 364 consecutive days at any time during the term of the agreement, the loan balance plus any accrued interest is immediately due on the 365th day of such vacancy.
- A Promissory Note, which defines the loan amount, interest rate and conditions of default, will be secured by a Mortgage on the property.
- The developer shall not sell or otherwise convey the property, other than by lease, during the term of the loan.

FINANCIAL IMPACT:

Requested Amount: \$375,000
 Line Item: 270-270-583000
 Budgeted Amount: \$925,000
 Remaining Funds:

IMPACT IF APPROVED: Stabilization of a historic building located mid-block in the central business district. Project will also make the building ready for tenant improvements and allow for a whole-building sprinkler system, which clears the path for future upper-story residential living. The Equalized Assessed Valuation (EAV) and corresponding real estate taxes for the property will also increase (the EAV has increased at a rate of less than .005% a year for the last 17 years). Improvements to this property will likely have a positive impact on neighboring buildings and businesses who will have more confidence investing in their own properties.

IMPACT IF DENIED: Further deterioration and stagnant EAV. Ultimately, the structure will

deteriorate to the point it will need to be demolished if stabilization does not occur.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
X	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):

Bruce Q Marston

Bruce Q Marston, Finance Director

11/6/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/6/2019

Date:

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 2853-19/20

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

BY AND BETWEEN

THE CITY OF PEKIN

AND

353 COURT, LLC

PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING DISTRICT

ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 12TH DAY OF NOVEMBER, 2019.

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
REDEVELOPMENT AGREEMENT BY AND BETWEEN:
THE CITY OF PEKIN AND
353 COURT, LLC**

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

SECTION ONE: The Redevelopment Agreement with 353 Court, LLC attached hereto is hereby approved.

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

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 12th day of November, 2019.

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

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 12th day of November, 2019 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Michael Garrison			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/____/2019
Mayor, City of Pekin

ATTEST: _____, Date: ____/____/2019
City Clerk, City of Pekin

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT
FOR THE
353 COURT ST. REDEVELOPMENT PROJECT**

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

353 COURT, LLC

**PEKIN CENTRAL BUSINESS DISTRICT TAX
INCREMENT FINANCING DISTRICT**

NOVEMBER 12, 2019

Attachment: 353 Court, LLC Final RDA_11122019 (1902 : Redevelopment Agreement 353 Court Street)

**TAX INCREMENT FINANCING
DISTRICT REDEVELOPMENT
AGREEMENT
353 COURT ST. REDEVELOPMENT PROJECT
BY AND BETWEEN
CITY OF PEKIN
&
353 COURT, LLC**

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) ("Agreement") is entered into this 12th day of November, 2019, by the **City of Pekin** (the "City"), an Illinois Home-Rule Municipal Corporation, Tazewell County, Illinois, and **353 Court, LLC**, an **Illinois Limited Liability Company** (the "Developer").

PREAMBLE

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

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

WHEREAS, on November 11, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Central Business District Tax Increment Financing District** (the "TIF District"); and

WHEREAS, one such property is owned by the Developer and located at 353 Court Street, Pekin, Illinois 61554, PIN No. 04-04-34-434-013 (the "Property") and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer owns the Property and is proceeding with plans to rehabilitate and renovate the building located thereon, including stabilizing said building and installing a sprinkler system therein, in order to prepare the building for commercial/retail use based upon incentives made available by the City (which shall be known as the "**353 Court St. Redevelopment Project**" and referred to herein as "Project"); and

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

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs, as used herein "Redevelopment Project Costs" shall be defined as set forth by the Act, and to reimburse Developer for such costs; and

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

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

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

WHEREAS, the City and the Developer (the "Parties") have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Redevelopment Project Costs (*Exhibit 2, "Promissory Note"*) of an amount not to exceed **Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00)** to be paid from the Pekin Central Business District TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Redevelopment Project Costs under this Agreement exceed **Three Hundred Seventy-Five Thousand Dollars and No Cents (\$375,000.00)**; and

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

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

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. With respect to the Property, on and after the date of this Agreement, the Developer shall not take, or fail to take, any action which results in a violation of any municipal ordinances relating to property development, property condition, zoning, subdivision and building codes at the Property, except for such temporary violation(s) as is necessary for the rehabilitation and renovation contemplated by this Agreement. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this

Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within eighteen (18) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below). The Project will be deemed complete when the Developer provides notice to the City that the renovations to the buildings(s) located on the Property are complete, including installation of a sprinkler system, and the City issues a Certificate of Occupancy to the Developer. The Developer's submission of an application for a Certificate of Occupancy shall be deemed sufficient notice that the renovations are complete. The City shall inspect the building within two (2) business days after the submission of such an application and shall immediately either 1) advise the Developer, in writing, of any violation that would prevent issuance of a Certificate of Occupancy; or 2) issue the Certificate of Occupancy. The issuance of a Certificate of Occupancy by the City shall not be unreasonably withheld or postponed.
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Pekin Central Business District TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Project.

C. INCENTIVES

In consideration for the Developer's promise to complete the Project, the City agrees to extend to Developer the following incentives to assist therewith:

1. The City agrees to loan to the Developer (also, the "Borrower") by separate Promissory Note (attached hereto as *Exhibit "2"*) the sum of **Three Hundred Seventy-Five Thousand Dollars (\$375,000.00)** from the Pekin Central Business District TIF District Special Tax Allocation Fund for Redevelopment Project Costs incurred as a result of the Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of \$375,000.00 shall be paid to the Developer by the City as required by Section E hereof.
 - b. A separate Promissory Note is attached as *Exhibit "2"*.
 - c. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - d. The term of the Loan shall expire on December 31, 2024.
 - e. The Promissory Note shall be secured by a mortgage (attached hereto as Exhibit "3") to be granted by the Developer and given to the City. The City agrees to subordinate its mortgage upon request of the Developer so long as the outstanding balance on the Note is at all times fully secured.

- f. One-fifth (1/5) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing December 31, 2020 and continuing on December 31st of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
- i. The Developer timely completes the Project as defined at paragraph A(4) hereof.
 - ii. The Developer timely pays all real estate taxes for the property and provides verification of such payment within five (5) business days after a request therefor from the City.
 - iii. The Property is not subject of foreclosure proceedings wherein the City's mortgage is subject to foreclosure without payment.
 - iv. The Developer does not sell or otherwise convey the Property, other than by lease, during the term of the Loan.
 - v. Upon completion of the Project and prior to the expiration of this Agreement (see paragraphs A(4) and V hereof), the Developer diligently uses its best efforts to attract a commercial tenant(s) to fully utilize the first floor of the building on the Property.
- g. If upon completion of the Project and prior to the expiration of this Agreement (see paragraphs A(4) and V hereof), 50% or more of the first floor of the building on the Property remains continuously vacant for more than 364 days, the Loan Balance on the 365th day of such vacancy plus any accrued interest thereon plus the Loan Balance on the date immediately before 50% or more of the first floor of the building on the Property is occupied, will no longer be forgivable as provided at the preceding paragraph hereof.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Redevelopment Project Costs pursuant to *Section C(1)* above exceed Three Hundred Seventy-Five Thousand Dollars and No Cents (\$375,000.00) as set forth herein.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Redevelopment Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF REDEVELOPMENT PROJECT COSTS

1. Payment to the Developer for Redevelopment Project Costs shall be made upon submission of a Requisition for Payment of Private Development Redevelopment Costs ("Requisition", *Exhibit "4"* attached hereto) submitted from time to time to the City (with copy to Jacob & Klein, Ltd. and the Economic Development Group, Ltd. (collectively the "Administrator")) and subject to the Administrator's approval of the costs. Administrator shall approve such

costs if the costs meet the definition of Redevelopment Project Costs. Approval of the Requisition shall not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the parties entitled to a payment, or other proofs of payment for such bills, statements, or invoices for costs that are the subject of the Requisition.
3. The Developer shall use such sums as reimbursement for Redevelopment Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the Term of this Agreement or the term of the TIF District whichever is longer.
4. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within sixteen (16) calendar days after receipt of the Requisition.
5. All Redevelopment Project Costs approved shall then be paid by the City to the Developer pursuant to the Redevelopment Plan and as allowed by Illinois Law. Payments shall be made within fourteen (14) calendar days after approval of the Redevelopment Project Costs subject to the terms of this Agreement.
6. The Parties Acknowledge that the determination of Redevelopment Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules, or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but shall reasonably assist the Developer in every respect to obtain approval of Redevelopment Project Costs.
7. The Developer may submit estimates of Redevelopment Project Costs before they are incurred for pre-approval by the City and Administrator pursuant to paragraph E(1). The Administrator shall provide written pre-approval or pre-disapproval to the Developer within the time provided at paragraph E(4) hereof. The City shall pay preapproved Redevelopment Project Costs within thirty (30) days after Developer submits, all verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the parties entitled to a payment, or other proofs of payment for such bills, statements, or invoices for costs that are the subject of the Requisition.

F. VERIFICATION OF TAX INCREMENT

1. Within five (5) business days after a request from the City, the Developer shall provide copies of all **PAID** annual real estate tax bills for the Property to the City.
2. The failure of Developer to provide any information required by this Agreement for more than thirty (30) days after notice from the City shall be considered a material breach of this Agreement.

G. LIMITED OBLIGATION

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

H. CITY PUBLIC PROJECTS

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

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

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

J. COOPERATION OF THE PARTIES

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

K. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity.

Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement. Liability of the Developer is limited to any payment made to the Developer by the City that has not been paid by Developer pursuant to the terms of the Promissory Note.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Agreement, it shall not be deemed to be in default under this Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a

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

L. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within eighteen (18) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees), failure by the City to timely pay approved Redevelopment Project Costs for any reason whatsoever, when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

M. ASSIGNMENT

The rights and obligations of the Developer and the City under this Agreement shall not be assignable.

N. WAIVER

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

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

O. SEVERABILITY

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

P. NOTICES

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

To Developer:

353 Court, LLC
 c/o Michael Thompson
 405 ½ Court Street
 Pekin, Illinois 61554

To City:

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

With copy

to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for Redevelopment Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation.

In addition, the Developer shall indemnify and defend the Indemnified Parties from any and all claims by or on behalf of any person, firm, corporation or other entity arising from (a) the conduct or management of, or from any action of Developer on the Property, whether by negligent or willful act; (b) any breach or default of this Agreement by the Developer; (c) any violation by the Developer or the City of state, federal, or local law, rule or regulation with regard to the Project; except any action by the City that is done with a willful disregard for such law, rule or regulation.

T. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior
 353 Court St. Redevelopment Project

oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

Unless this Agreement is terminated upon default as provided at Section K hereof, this Agreement shall expire on December 31, 2024.

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

CITY OF PEKIN, ILLINOIS

353 COURT, LLC, and Illinois Limited Liability Company

By: _____
Mayor

By: _____

ATTEST:

Name: _____

City Clerk

Title: _____

Attachment: 353 Court, LLC Final RDA_11122019 (1902 : Redevelopment Agreement 353 Court Street)

EXHIBIT 1
SUMMARY OF ESTIMATED REDEVELOPMENT PROJECT COSTS

353 Court, LLC
“353 Court, LLC Redevelopment Project”

Pekin Central Business District TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to rehabilitate and renovate the building located thereon, including stabilizing said building and installing a sprinkler system therein, in order to prepare the building for commercial/retail use.

Location: 353 Court Street, Pekin, Illinois
Parcel Number: 04-04-34-434-013

Estimated Redevelopment Project Costs:

Land Acquisition	\$70,000
Rehabilitation and Renovation	\$452,000
Professional Fees (Engineering, Architectural, Legal, Accounting, etc.)	\$65,000
Demolition	\$30,000
Public Infrastructure Improvements (Water, Sewer, Street, Sidewalk, etc.)	\$125,000
Total Estimated Redevelopment Project Costs	\$742,000

*The Developer's total reimbursement of Redevelopment Project Costs under Sections C(1) of the Agreement shall not exceed **\$375,000.00**.

EXHIBIT 2

PROMISSORY NOTE

For value received, 353 Court, LLC, herein referred to as the Developer, promises to pay to the order of the City of Pekin Illinois, herein referred to as the City, so much of the Credit Limit, plus finance charges, as may be advanced under this Agreement.

The terms used in this Promissory Note shall have the meanings assigned thereto in the TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT FOR THE 353 COURT ST. REDEVELOPMENT PROJECT BY AND BETWEEN CITY OF PEKIN & 353 COURT, LLC (herein, Agreement).

LOAN DATE AND MATURITY DATE. This Promissory Note begins on the date that the Agreement is executed (herein, Loan Date) and continues until December 31, 2024 (herein, Maturity Date).

ADVANCES. The Developer may request as many advances as desired by the Developer from the City beginning on the Loan Date until the Maturity Date. The Developer may request an advance using the procedure provided at Section E of the Agreement. The City shall make the advance as directed in the Requisition submitted pursuant to said Section E of the Agreement to the Developer or to a designated third-party. The City shall record the amount as an advance and increase the Loan Balance Amount by such advance. The Loan Balance Amount is all advances made pursuant to this Promissory Note minus all amounts forgiven by the City or paid by the Developer.

CREDIT LIMIT. Subject to the terms and conditions of this Promissory Note, the Developer may borrow on this Promissory Note up to the Credit Limit. The Credit Limit is \$375,000.00 which is the maximum aggregate amount of principal the Developer may borrow from the City pursuant to this Promissory Note.

FINANCE CHARGES. Finance charges shall accrue immediately upon any advance pursuant to this Promissory Note and shall be calculated by multiplying the Daily Periodic Rate by the Daily Balance. The Daily Balance is all advance made to date; plus any unpaid finance charges, and minus any payments or credits. The Daily Periodic Rate is .00821 (three percent (3%) per annum).

FORGIVENESS OF LOAN BALANCE AMOUNT. Unless the Developer is in Default on the Annual Forgiveness Date, the City shall forgive the Loan Balance Amount as provided at paragraph "F" of Section C of the Agreement.

PAYMENT TERMS. Upon default of the Developer, any Loan Balance Amount that has not been previously forgiven shall be payable by the Developer immediately upon demand by the City and in the absence of any demand is due December 31, 2024. If any amount is due from the Developer pursuant to subparagraph "g" of paragraph "1" of Section C of the Agreement, said amount shall be due and payable in full within sixty (60) days upon written demand of the same from the City.

DEFAULT. The Developer shall be deemed to be in Default of this Promissory Note if:

- i. The Developer fails to timely completes the Project as defined at paragraph A(4) hereof.

- ii. The Developer fails to timely pay all real estate taxes for the property and provide verification of such payment within five (5) business days after a request therefor from the City.
- iii. The Property is subject of foreclosure proceedings wherein the City's mortgage is subject to foreclosure without payment.
- iv. The Developer sells or otherwise conveys the Property, other than by lease, during the term of the Loan.
- v. Upon completion of the Project and prior to the expiration of the Agreement (see paragraphs A(4) and V thereof), the Developer fails to diligently use its best efforts to attract a commercial tenant(s) to fully utilize the first floor of the building on the Property.
- vi. Any other default by the Developer of the Redevelopment Agreement.

SECURITY. This Note is secured by a Mortgage dated even herewith.

GOVERNING LAW AND VENUE. This Note shall be governed by and construed under the laws of Illinois, and any action related hereto shall be brought only in Tazewell County, Illinois.

COLLECTION COSTS. The Developer agrees to pay to the City, its reasonable attorney's fee plus all other costs and expenses of collection on this Promissory Note.

BORROWER:

353 COURT, LLC, and Illinois Limited Liability Company

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LENDER:

CITY OF PEKIN, an Illinois Municipal Corporation

BY: _____

Mayor, City of Pekin

ATTEST: _____

City Clerk, City of Pekin

DATE: _____

EXHIBIT 3 MORTGAGE

This Instrument Prepared By:
 Moehle, Swearingen & Lobacz, Ltd.
 410 Broadway
 P.O. Box 875
 Pekin, IL 61555-0875
 Telephone: 309/347-4141
 Fax No. 309/347-5875
 Email: office@MSandLlegal.com

Return This Instrument To:
 CITY OF PEKIN, AN ILLINOIS
 HOME-RULE MUNICIPAL CORP.
 City Clerk
 111 S. Capitol Street
 Pekin, Illinois 61554

MORTGAGE (FORGIVABLE NOTE)

THIS INDENTURE, WITNESSETH, that the Mortgagor, 353 COURT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, of the County of Tazewell, State of Illinois, MORTGAGES and WARRANTS to Mortgagee, CITY OF PEKIN, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION, of the County of Tazewell, State of Illinois, to secure the payment of one certain promissory note for \$375,000.00 executed by 353 COURT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, bearing even date herewith.

Said promissory note shall be forgiven as follows: \$75,000 shall be forgiven on the Annual Forgiveness Date of each year beginning December 31, 2020. However, if 353 COURT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY is in default pursuant to the terms of said Note, the Loan Balance Amount (as defined in the promissory note) that has not been previously forgiven shall be payable to the order of CITY OF PEKIN, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION, with interest at the rate of 3 percent per annum, and due and payable immediately upon demand and in the absence of any demand is due 5 years from the date of said note, the following described real estate, to-wit:

Lot 11 and the East 9 1/3 feet of Lot 12 in Block 64 in Original Town, now City, of Pekin, Tazewell County, Illinois.

PIN: 04-04-34-434-013

Address: 353 COURT STREET, PEKIN, IL 61554

IT IS EXPRESSLY PROVIDED AND AGREED, that if default be made in the payment of the said promissory note or any part thereof, or the interest thereon, or any part thereof, then, and in such case, this mortgage may be immediately foreclosed to pay the same by said mortgagee, its executors, administrators, attorneys or assigns.

UPON THE FORECLOSURE AND SALE OF SUCH PREMISES, there shall be first paid out of the proceeds of such sale all expenses of advertising, selling and conveying said premises, reasonable attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens, then there shall be paid the principal of said note whether due and payable by the term thereof or not and

the interest thereon.

Dated this _____ day of _____, 2019.

353 COURT, LLC, AN ILLINOIS
LIMITED LIABILITY COMPANY

BY: _____
Todd Thompson, Member

BY: _____
Steve Foster, Member

STATE OF ILLINOIS)

COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Todd Thompson and Steve Foster, members of 353 COURT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY personally appeared before me and are known to me to be the same persons who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be its free and voluntary act and deed and that it executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC

Attachment: 353 Court, LLC Final RDA_11122019 (1902 : Redevelopment Agreement 353 Court Street)

EXHIBIT 4
CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
353 COURT, LLC

Date _____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: Tax Increment Financing District Redevelopment
 Agreement for the 353 Court St. Redevelopment Project
 by and between City of Pekin Illinois and 353 Court, LLC
 (herein, Agreement)

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: 353 Court, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Requisition will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in *Exhibit "1"* of the Redevelopment Agreement or to pay such costs directly on behalf of the Developer.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

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

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

6. Attached to this Requisition is *Exhibit "I"* of the Redevelopment Agreement, together with copies of all verification relating to the items for which reimbursement is being requested (such verification may include: invoices, proof of payment of the invoices, and Mechanic's Lien Waivers), or if this Request for Reimbursement is submitted prior to incurring such costs, copies of estimates relating to all items for which reimbursement is being requested and all such verification shall be submitted with the written notice to the City that Developer has incurred the costs approved in the Requisition.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Matt Fick,

AGENDA ITEM: Redevelopment Agreement 353 Court Pizza, LLC

ACTION REQUESTED: Adopt Ordinance No. 2854-19/20 to enter into a redevelopment agreement with 353 Court Pizza, LLC, for use of Central Business District Tax Increment Financing for tenant improvements to property located at 353 Court Street.

DESCRIPTION: 353 Court Pizza, LLC is the legal entity for a proposed Pekin Pizza Peel restaurant looking to locate at 353 Court Street. There is currently one Pizza Peel located in Lacon, Illinois. They are seeking \$300,000 in funding assistance from the City of Pekin Central Business Tax Increment Financing (TIF) fund. Total estimated project costs are \$578,500, which include the total renovation of the first floor of 353 Court Street into a new, 145-seat full service pizza restaurant.

The Pizza Peel is a destination restaurant that has been doing business in Lacon for the past 10 years. They draw customers from over 30 miles away due to the quality of their product, and the unique atmosphere they have created. They have been looking to open a second location in the Pekin market for some time, and feel the proposed 353 Court Street location is ideal to serve downtown Pekin's large daytime population. Located directly across from the Tazewell County Courthouse, this restaurant would help stabilize the 300 block and further enhance unique dining opportunities that currently bookend downtown Court Street. A quick-serve lunchtime buffet will be offered, something that is appealing to workers who only have 30 minutes for lunch.

The key items to the attached redevelopment agreement include the following:

- The agreement is structured as a forgivable loan at 3% interest with a 60-month (5-year) term. One fifth of the loan will be forgiven annually on December 31st each year following approval of the loan.
- The project must be completed in eighteen (18) months.
- The developer must continue to operate a restaurant on the leased premises for the term of the loan.
- The developer must meet certain performance metrics/benchmarks with respect to net municipal sales tax revenues generated by the project each year as follows:

<u>Year</u>	<u>Amount</u>
2020	\$40,000 (prorated for the year from the date of opening)
2021	\$42,500
2022	\$45,000
2023	\$47,500
2024	\$50,000

- If net municipal sales tax revenues generated by the Pekin Pizza Peel are less than the minimum benchmark for any year as set forth above, the developer shall pay the City a performance penalty equal to the amount of the shortfall.
- If net municipal sales tax revenues generated by the Pekin Pizza Peel are greater than the minimum benchmark for any year as set forth above, the City shall add the excess amount to the annual net municipal sales tax revenue calculation for the following year.
- The terms of the loan are spelled out Promissory Note and secured by a personal guarantee.

FINANCIAL IMPACT:

Requested Amount: \$300,000
 Line Item: 270-270-583000
 Budgeted Amount: \$925,000
 Remaining Funds:

IMPACT IF APPROVED: Pizza Peel restaurant will open at 353 Court Street in downtown Pekin, creating jobs and producing new sales tax revenue for the City.

IMPACT IF DENIED: Pizza Peel does not open and 353 Court Street will remain vacant.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
X	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):

Bruce Q Marston

Bruce Q Marston, Finance Director

11/6/2019

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/6/2019

Date:

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 2854-19/20

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

BY AND BETWEEN

THE CITY OF PEKIN

AND

353 COURT PIZZA, LLC

**PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING DISTRICT**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 12TH DAY OF NOVEMBER, 2019.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
REDEVELOPMENT AGREEMENT BY AND BETWEEN:
THE CITY OF PEKIN AND
353 COURT PIZZA, LLC**

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

SECTION ONE: The Redevelopment Agreement with 353 Court Pizza, LLC attached hereto is hereby approved.

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

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 12th day of November, 2019.

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

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 12th day of November, 2019 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Michael Garrison			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/____/2019
Mayor, City of Pekin

ATTEST: _____, Date: ____/____/2019
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

353 COURT PIZZA, LLC

**PEKIN CENTRAL BUSINESS DISTRICT
TAX INCREMENT FINANCING DISTRICT**

NOVEMBER 12, 2019

Attachment: Pizza Peel Final RDA_11122019 (1903 : Redevelopment Agreement 353 Court Pizza, LLC)

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
353 COURT PIZZA, LLC**

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 12th day of November, 2019, by the **City of Pekin** (the “City”), an Illinois Home-Rule Municipal Corporation, Tazewell County, Illinois, and **353 Court Pizza, LLC**, an Illinois Limited Liability Company (the “Developer”).

PREAMBLE

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

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

WHEREAS, on November 11, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Central Business District Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property is to be partially leased by the Developer and located at 353 Court Street, Pekin, Illinois 61554, PIN No. 04-04-34-434-013 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer will lease a portion of the building located on the Property (the “Leased Premises”) and will proceed with plans to rehabilitate and renovate that portion of the building located thereon for operation of a pizza restaurant (the “Project”), based upon incentives made available by the City; and

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

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

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

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

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

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

WHEREAS, the City and the Developer (the "Parties") have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer's Eligible Project Costs (*Exhibit 2, "Promissory Note"*) of an amount not to exceed **Three Hundred Thousand and No/100 Dollars (\$300,000.00)** to be paid from the Pekin Central Business District TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer's TIF Eligible Project Costs under this Agreement exceed **Three Hundred Thousand Dollars and No Cents (\$300,000.00)**; and

WHEREAS, the City is entering into this Agreement to induce the Developer to lease the Leased Premises and complete the Project; and

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

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer will take no action that results in non-compliance with any and all municipal ordinances relating to property development, zoning, subdivision and building codes. Furthermore, the Developer agrees to not let the Leased Premises violate any City property condition ordinance during the term of the Agreement. Failure to cure the violation of any such ordinance within forty-five (45) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this

Agreement, except where such failure is not reasonably susceptible to cure within such 45-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 45-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Project within eighteen (18) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below). The Project will be deemed complete when the renovations to the leased premises are complete, including installation of a sprinkler system, and the City has issued a certificate of occupancy for the restaurant located thereon. The issuance of the Certificate of Occupancy will not be unreasonably withheld by the city.
5. This Agreement is contingent, in its entirety, on the Developer providing the City with evidence that the Developer has obtained adequate sources of financing (whether such financing is in the form of equity, bank financing, or both) to complete the Project as described herein.
6. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Pekin Central Business District TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer's Project which shall be known as the "The 353 Court Pizza, LLC. Redevelopment Project".

C. INCENTIVES

In consideration for the Developer's promise to undertake good faith efforts to complete its Project, the City agrees to extend to Developer the following incentives to assist Developer's Project:

1. The City agrees to loan to the Developer (also, the "Borrower") by separate Promissory Note (attached hereto as *Exhibit "2"*) the sum of up to **Three Hundred Thousand Dollars (\$300,000.00)** from the Pekin Central Business District TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer's Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of \$300,000.00 shall be paid by the City to the Developer from the Pekin Central Business District TIF District Special Tax Allocation Fund, upon verification of TIF Eligible Project Costs pursuant to *Section E* below.
 - b. A separate Promissory Note is attached as *Exhibit "2"*.
 - c. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - d. The term of the Loan shall expire on December 31, 2024.

- e. As a condition for the Loan, the Developer shall provide the City with a copy of its lease for the Leased Premises.
- f. One-fifth (1/5) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing December 31, 2020 and continuing on December 31st of each year thereafter for the term of the Loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
 - i. The Developer timely completes the Project pursuant to the terms set forth in Section A(4) above.
 - ii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iii. The Developer continues to operate a restaurant located on the Leased Premises for the Term of this Agreement.
 - iv. The Developer maintains a presence on the Property, and does not vacate the Leased Premises, for the Term of the Note.

2. **Project Performance Metrics/Penalties:** The Developer agrees to maintain certain benchmarks with respect to “net” municipal sales tax revenues generated by the Project located on the Property. The Developer and the City agree that upon completion of the Project, the Developer’s business located in the Leased Premises, shall generate a minimum amount of “net” municipal sales tax revenues for each calculation year as set forth below:

<u>Calculation Year</u>	<u>Minimum Benchmark</u>
• January 1, 2020 - December 31, 2020	\$40,000.00
• January 1, 2021 - December 31, 2021	\$42,500.00
• January 1, 2022 - December 31, 2022	\$45,000.00
• January 1, 2023 - December 31, 2023	\$47,500.00
• January 1, 2024 - December 31, 2024	\$50,000.00

In the event the actual “net” municipal sales tax revenues generated by The Pizza Peel located on the property and actually received by the City are less than the Minimum Benchmark for a particular Calculation Year as set forth above, the Developer shall pay a performance penalty to the City equal to the amount of such shortfall.

- a. To the extent “net” municipal sales tax revenues generated by the Developer’s restaurant located on the Leased Premises exceed the Minimum Benchmark in any calculation year, the amount of any such excess shall be added to the annual “net” municipal sales tax revenues calculation for the following Calculation Year.
- b. To the extent there is a Force Majeure (as defined below) delay in business operations of the Pizza Peel, there shall be an automatic extension of the

calculation dates set forth herein.

- c. For the purpose of this Agreement, “net” municipal sales tax revenues shall be defined as the City’s base rate (which is currently 1% of all sales) of Retailer’s Occupation Tax and Service Occupation Tax, the City’s Home Rule Sales Tax (which is currently 1.75% of all sales), and the City’s Food and Beverage Tax (which is currently 2.00% of all sales).
- d. The Developer agrees to cooperate with the City and complete and/or execute any forms or documents that are necessary for the City and its consultants and employees to calculate “net” municipal sales tax revenues for each Calculation Year.
- e. In the event the Developer’s Project is completed after January 1, 2020, but within the time frame set forth in Section A(4) above, the calculation benchmark for the calculation year 2020 shall be prorated to the number of full months remaining in year 2020 after the month in which the project is complete. So, for example, if the Developer completes the Project on February 15, 2020, the “net” municipal sales tax benchmark for 2020 would be \$33,333.33 (\$40,000 prorated over the 10 full months remaining in year 2020 from March 1, 2020 through December 31, 2020).

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer’s TIF Eligible Project Costs pursuant to *Section C(1)* above exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) as set forth herein.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer’s Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for Eligible Project Costs as set forth by the Act shall be made by a Requisition for Payment of Private Development Redevelopment Costs (“Requisition”, *Exhibit “3”* attached hereto) submitted from time to time to Jacob & Klein, Ltd. and the Economic Development Group, Ltd. (collectively the “Administrator”) and subject to their approval of the costs and availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic’s lien waivers (whether partial or full) or other proofs of payment made by the Developer for each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. The Developer shall use such sums as reimbursement for TIF Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the Term of this Agreement or the term of the TIF District whichever is longer.

4. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing, with specificity, and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
5. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. Payments shall be made within thirty (30) days after approval of the TIF Eligible Project Costs subject to the terms of this Agreement.
6. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will reasonably assist the Developer in every respect to obtain approval of Eligible Project Costs. In no event with the City take any action or steps to limit the scope of eligible Project Costs.
7. The Developer may submit a requisition for prior approval by the City, based on estimates, as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. LIMITED OBLIGATION

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

G. CITY PUBLIC PROJECTS

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

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

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

I. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, or subsidy which may be available as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award or subsidy which may be available as the result of the City's or Developer's performance under this Agreement. Notwithstanding any of the foregoing, in no event will the Developer be required to take any step or action for such cooperation insofar as it requires it to incur any out-of-pocket costs unless the City agrees to separately reimburse the Developer for said costs.

J. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement. Any damages payable by the Developer hereunder shall be limited to the amounts provided to the Developer under the terms of the Agreement which has not been repaid to the City under the terms of the Agreement.

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

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within eighteen (18) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, including, but limited to, failure to

make any timely payment under this Agreement or any other cause beyond the reasonable control of Developer or the City.

L. ASSIGNMENT

The rights and obligations of the Developer and the City under this Agreement shall not be assignable.

M. WAIVER

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

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

N. SEVERABILITY

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

O. NOTICES

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

To Developer:

The Pizza Peel, Inc.
c/o Travis Guthman
340 5th Street
Lacon, Illinois 61540

With copy to:
Jonathon LA Phillips
Attorney at Law
PO Box 6323
Peoria, IL 61601-6323

To City:

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

With copy to:

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

P. SUCCESSORS IN INTEREST

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

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

R. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at:

<https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City. Any damages payable by the Developer under this Section R shall be limited to the amounts provided to the Developer under the terms of the Agreement which has not been repaid to the City under the terms of the Agreement

S. ENTIRE AGREEMENT

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

T. WARRANTY OF SIGNATORIES

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

U. TERM OF THE AGREEMENT

This Agreement shall expire on December 31, 2024, unless otherwise provided under this Agreement.

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

CITY OF PEKIN, ILLINOIS

353 COURT PIZZA, LLC, an Illinois
Limited Liability Company

By: _____
Mayor

By: _____

ATTEST:

Name: _____

City Clerk

Title: _____

Attachment: Pizza Peel Final RDA_11122019 (1903 : Redevelopment Agreement 353 Court Pizza, LLC)

EXHIBIT 1**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS****353 Court Pizza, LLC
"The 353 Court Pizza, LLC"**

Pekin Central Business District TIF District, City of Pekin, Tazewell County, Illinois

Project Description: the Developer will lease a portion of the building located on the Property and will proceed with plans to rehabilitate and renovate that portion of the building located thereon for operation of The Pizza Peel restaurant.

Location: 353 Court Street, Pekin, Illinois 61554

Parcel Number: 04-04-34-434-013

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$540,000
Professional Fees (Engineering, Architectural, Legal, Accounting, etc.)	\$8,500
Job Training	\$30,000
Total <i>Estimated</i> Eligible Project Costs	\$578,500

*The Developer's total reimbursement of Eligible Project Costs under Sections C(1) of the Agreement shall not exceed \$300,000.00.

EXHIBIT 2
PROMISSORY NOTE

PROMISSORY NOTE

FOR VALUE RECEIVED, 353 Court Pizza, LLC (the "Borrower"), promises to pay the City of Pekin, Tazewell County, Illinois, an Illinois Municipal Corporation ("Lender") the principal sum of Three Hundred Thousand Dollars (\$300,000.00) with interest accruing on the unpaid principal at the rate of three percent (3%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower's TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at 353 Court Street, Pekin, Illinois (Parcel Identification #s 04-04-34-434-013) (the "Property"), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Pekin and The Pizza Peel, Inc. (the "Redevelopment Agreement") entered into the 12th day of November, 2019.

The term of this Promissory Note shall commence on the date the Redevelopment Agreement is executed between the Borrower and the Lender and end on December 31, 2024.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, One-Fifth (1/5) of the principal balance of \$300,000.00, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being December 31, 2020 and continuing on December 31st of each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

The Borrower shall be deemed in Default of this Promissory Note, if the Borrower:

- 1) The Borrower fails to continue retail business operation of a pizza restaurant located on the Property for the Term of the Promissory Note;
- 2) Vacates the subject Property during the term of this Promissory Note;
- 3) Files for bankruptcy or otherwise becomes insolvent during the term of this Promissory Note;
- 4) Defaults any of the provisions set forth in the Redevelopment Agreement.

Unless different times to cure are provided in the Redevelopment Agreement, then, in the event the Borrower is in Default under the terms of this Promissory Note or the Redevelopment Agreement and does not cure said default or breach on or before the thirtieth (30th) day after Lender gives Borrower written notice of Default thereof by personal delivery or certified mailing, the outstanding principal amount, plus any accrued interest thereon, is immediately due to the Lender and the Lender shall be entitled to all remedies permitted by law. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever applies. No delay or failure in giving notice of said Default or breach shall constitute a waiver of the right of the Lender to exercise said right in the event of a subsequent or continuing Default or breach. Furthermore, in the event of such Default or breach which results in the filing of a suit, the prevailing party in such a suit will be entitled to collect its reasonable costs and expenses, including, but not limited to attorneys' fees, in pursuing or defending said action.

This Promissory Note has been entered into and shall be performed in the City of Pekin, Tazewell County, Illinois, and shall be construed in accordance with the laws of Illinois and any

applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of the Lender, be adjudicated in Tazewell County, Illinois.

BORROWER:

353 COURT PIZZA, LLC, an Illinois
Limited Liability Company

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LENDER:

CITY OF PEKIN, an Illinois Municipal
Corporation

BY: _____
Mayor, City of Pekin

ATTEST: _____
City Clerk, City of Pekin

DATE: _____

EXHIBIT 3

**CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
353 COURT PIZZA, LLC**

Date _____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated November 12, 2019
by and between the City of Pekin, Illinois, and The Pizza Peel, Inc. (the "Developer")

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

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: 353 Court Pizza, LLC.
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

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

Attachment: Pizza Peel Final RDA_11122019 (1903 : Redevelopment Agreement 353 Court Pizza, LLC)

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

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

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

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: November 12, 2019
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No 35-19/20 to Discuss and Authorize Staff to Pursue TIF & Business Development Districts

ACTION REQUESTED: Adopt Resolution 35-19/20 authorizing the City Manager to pursue the creation of a TIF District and Business Development District primarily along Court Street and other commercial areas of the city.

DESCRIPTION:

The major issues facing the community include:

- deteriorating infrastructure;
- a need for more business development; and
- declining neighborhoods and housing stock.

Illinois municipalities have available to them the use of Tax Increment Financing (TIF) Districts and Business Development Districts (BDD) to address such issues of community blight, deterioration, and economic growth. Each is described below for further discussion by the City Council. Staff is seeking direction to proceed with implementation of such development tools.

Tax Increment Financing (TIF) Districts

TIF Districts provide a means in which communities can financially assist in the development or redevelopment of a site or area. Cities can utilize the incremental increase in taxes as a result of a redevelopment project to assist with qualifying development projects. TIF Districts can only be established in municipalities, and as such, municipalities often consider creating TIF Districts to assist with specific redevelopment projects. Other times, cities will establish a TIF district to catalyze economic activity in a blighted area. Using the incremental revenues in the TIF, a community can undertake economic development activities or provide incentives that otherwise might not be possible in order to encourage job creation, increase property values, and to protect the local tax base. Eligible project costs in a TIF can include, but is not limited to:

- Rehabilitating, reconstructing, remodeling of existing structures;
- Costs of construction of public infrastructure improvements;
- Architectural, engineering, legal, financial services; and
- Property assembly costs such as acquisition, demolition, clearing and grading.

Business Development Districts (BDD)

A Business Development District is a legally defined contiguous area of a municipality that has certain powers and authorities different from other parts of the municipality. The purposes of the Business District Development is to strengthen the tax base of the Business District area; to assure opportunities for district development or redevelopment; and to attract sound and stable commercial growth in the District.

A BDD is a defined area within which businesses can levy an additional sales tax on eligible goods sold. Municipalities may elect to impose this additional sales tax (and/or

Hotel/Motel Tax) in increments of 0.25% up to a maximum of 1.0%. As with TIF Districts, the BDD is in place for up to 23 years. Funds generated as a result of this sales tax can then be used for certain eligible costs within the district as prescribed by the Business District Act. Examples of eligible costs (similar to that of TIF) include:

- Building construction costs, including reimbursement payments to private developers;
- Rehabilitating, reconstructing, remodeling of existing structures;
- Costs of construction of public infrastructure improvements;
- Architectural, engineering, legal, financial services; and
- Property assembly costs such as acquisition, demolition, clearing and grading.

One benefit of the BDD over TIF is that it can help assist on new construction where TIF cannot. Lastly, the BDD can be assessed, planned for and put into place in a relatively short period of time (60-90 days) by a simple majority vote of the city council.

EXAMPLES OF USE

In combination, both the TIF and BDD can effectively be used to help fund eligible public works projects such as the restoration of Court or Derby Streets; various sidewalk repairs; or storm water management projects. Funds can also go to help new and existing businesses renovate, expand operations or relocate to a more suitable location. Additionally, there are no restrictions for TIF or BDD funds to help neighborhoods with housing stabilization, demolition of vacant structures or emergency repairs, as long as, the neighborhoods are located within the TIF/BDD District.

AREA MAP

Attached is a map showing a proposed study area where a new TIF and BDD may be located in the city.

COMMUNITY EXAMPLE

Taylorville, Illinois provides a good example of using both TIF/BDD tools for growth and development. Attached are slides from a recent conference presentation by Taylorville's Mayor and an Alderman regarding the benefits of the TIF/BDD combination that has helped that community grow and prosper, even through a disaster event.

STAFF RECOMMENDATION

Staff recommends the City pursue the creation of a TIF and BDD along Court and other key areas of the City as identified in the map to address the ongoing issues of business development; infrastructure needs; and neighborhood stabilization.

The attached resolution therefore directs staff to start the process of creating a TIF and BDD.

FINANCIAL IMPACT: Approximately \$50,000 for the creation of a TIF/BDD. Funding sources will be identified at a later time when services agreements to create the TIF/BDD would be formally approved by the City Council.

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

IMPACT IF APPROVED: Staff would start the process to create the TIF and BDD.

IMPACT IF DENIED: Staff would not start the process to create the TIF and BDD.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness
	Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

11/5/2019

Date:

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

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

WHEREAS, the City of Pekin is facing significant community issues that include deteriorating infrastructure, a need for more business development, and declining neighborhoods and housing stock; and

WHEREAS, Illinois municipalities have available to them the use of Tax Increment Financing (TIF) Districts, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., and Business Development Districts (BDD), pursuant to the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 et seq., to address such issues of community blight, deterioration, and economic growth; and

WHEREAS, in combination, both the TIF and BDD can effectively be used to help fund eligible public works projects such as the restoration of Court or Derby Streets; various sidewalk repairs; or storm water management projects; and

WHEREAS, TIF and BDD funding can also to help new and existing businesses owners to renovate, expand operations or relocate to a more suitable location in the City; and

WHEREAS, there are also no restrictions for TIF or BDD funds to help neighborhoods with housing stabilization, demolition of vacant structures or emergency repairs, as long as, the neighborhoods are located within the TIF/BDD District; and

WHEREAS, the City has determined that the creation of a TIF and BDD along Court Street and other key areas of the community is in the best interests of the City.

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

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

Section 2. The City Manager is directed to pursue the creation of a TIF and BDD along Court Street and other key areas of the City as generally identified in the attached study-area map (Exhibit 1) to address the ongoing issues of business development; infrastructure; and neighborhood stabilization needs of the community.

PASSED at the regular meeting of the City Council of the City of Pekin, this 12th day of November, 2019; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

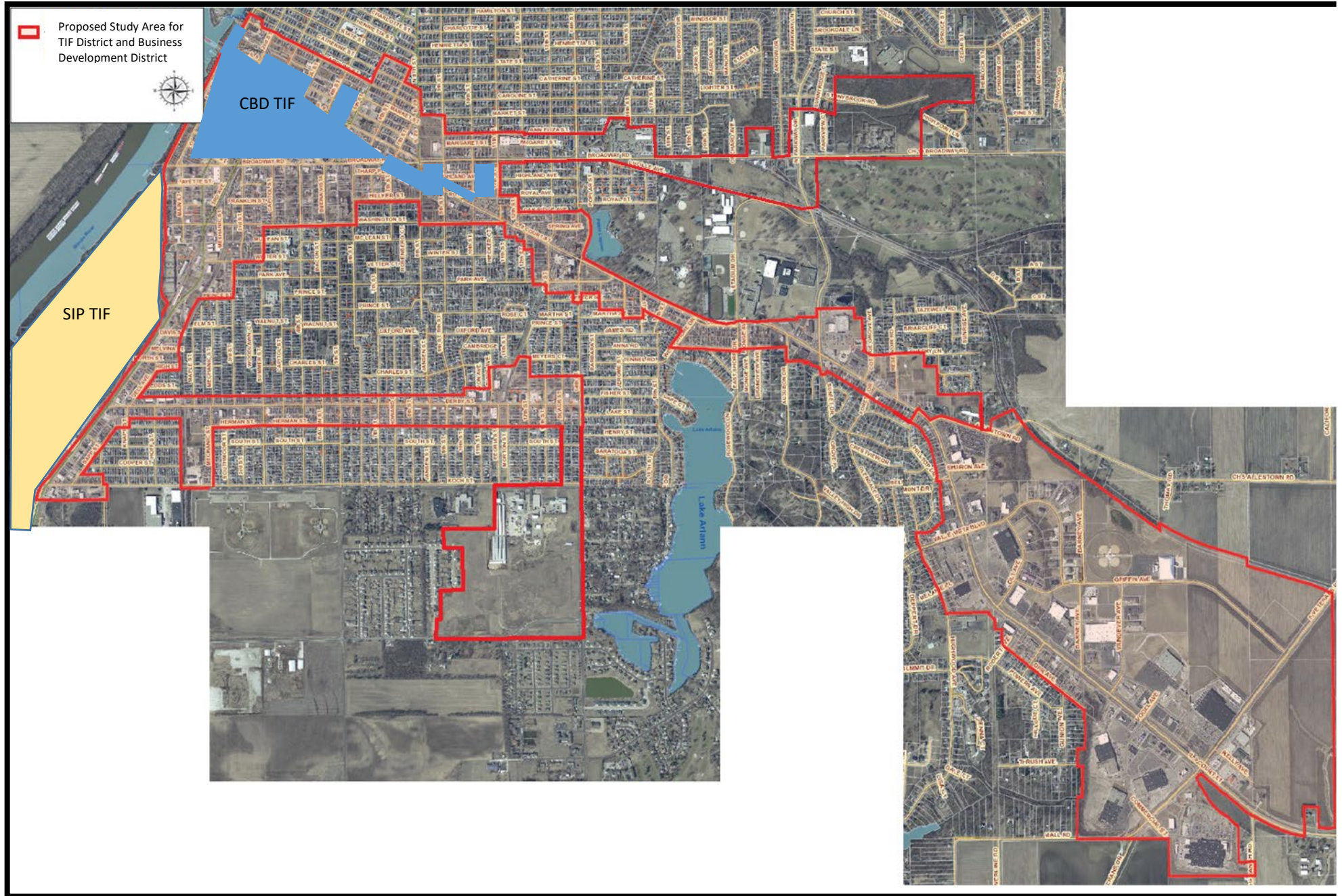
APPROVED this _____ day of _____, 20____

MAYOR

ATTEST:

CITY CLERK

PROPOSED STUDY AREA - NEW TIF DISTRICT and BUSINESS DEVELOPMENT DISTRICT



30th Annual Rural Community Economic Development Conference, Springfield, IL / Taylorville Presentation

30th Annual Rural Community Economic Development Conference, Springfield, IL / March 6-7, 2019

TAYLORVILLE

Innovative Uses of Tax Increment Financing (TIF) and Business Development District (BDD) in Taylorville, Illinois

Presented by:

Bruce Barry, Mayor and Larry Budd, Ward I Alderman

30th Annual Rural Community Economic Development Conference, Springfield, IL / Taylorville Presentation

CITY OF TAYLORVILLE, ILLINOIS



Bruce Barry, Mayor

- Elected Mayor in 2017
- Former School Board Member
- Avid supporter and fundraiser for local sports & community projects



Larry Budd, Ward I Alderman

- City Alderman since 2013
- City's Finance Committee Chair
- Community service includes working with Planning & Zoning Commission and the Taylorville Park Board

30th Annual Rural Community Economic Development Conference, Springfield, IL / Taylorville Presentation

**“I am realistic – I expect
miracles.”**

— Wayne W. Dyer

*... or as could be said today
by residents of any community seeking economic development!*

30th Annual Rural Community Economic Development Conference, Springfield, IL / Taylorville Presentation

**LET US
INTRODUCE YOU!**

4 | March 7, 2019

ABOUT TAYLORVILLE

- Established in 1839
- Pop. 11,246
- Christian County Seat
- 30 miles southeast of Springfield
- Located at the intersection of IL Rt. 29 and IL Rt. 48



Taylorville TIF District No. 1

30th Annual Rural Community Economic Development Conference, Springfield, IL / Taylorville Presentation



01

City Initiated

Taylorville TIF District No. 1 was created in 2017 to finance public infrastructure and encourage new private investment for commercial, industrial & residential growth.

02

Collaborative Effort

The City spent the necessary time to create an appropriate Redevelopment Plan that will ultimately yield benefits to the entire community. Officials with Taylorville C.U.S.D. #3 and other taxing bodies were involved early in the process.

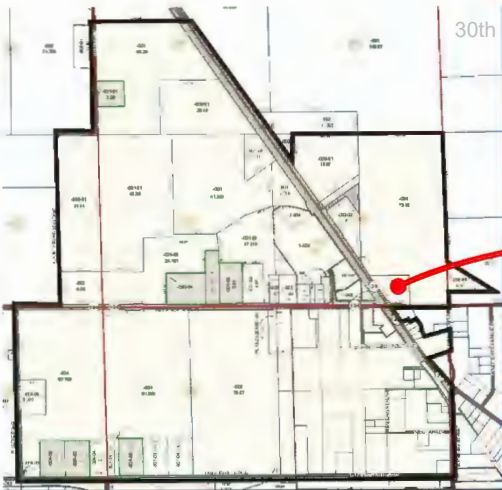
03

Projects Ready to Go

The City undertook months of planning and negotiations with two private redevelopment projects.

30th Annual Rural Community Economic Development Conference, Springfield, IL / Taylorville Presentation

TIF Project #1



7 | March 7, 2019

30th Annual Rural Community Economic Development Conference, Springfield, IL / Taylorville Presentation

First TIF Redevelopment Project

Steak 'n Shake Project



TIF + Business Development District

The project required the assistance of both TIF and a Business Development District (BDD).



Public Infrastructure Repaid First

City retains 100% of the new TIF real estate tax increment and all BDD sales tax revenues until it has recaptured the cost of extending sanitary sewer service to the site.



Private “Pay-As-You-Go” Reimbursement

After City recovers cost of sewer line, Developer receives 75% of “net” TIF Increment and 90% of its BDD Tax until \$1,150,000 is reimbursed, or the TIF ends, whichever first.

Note: This agreement terminates if equalized assessed value of the property is reduced by more than 50% during the term of the agreement.

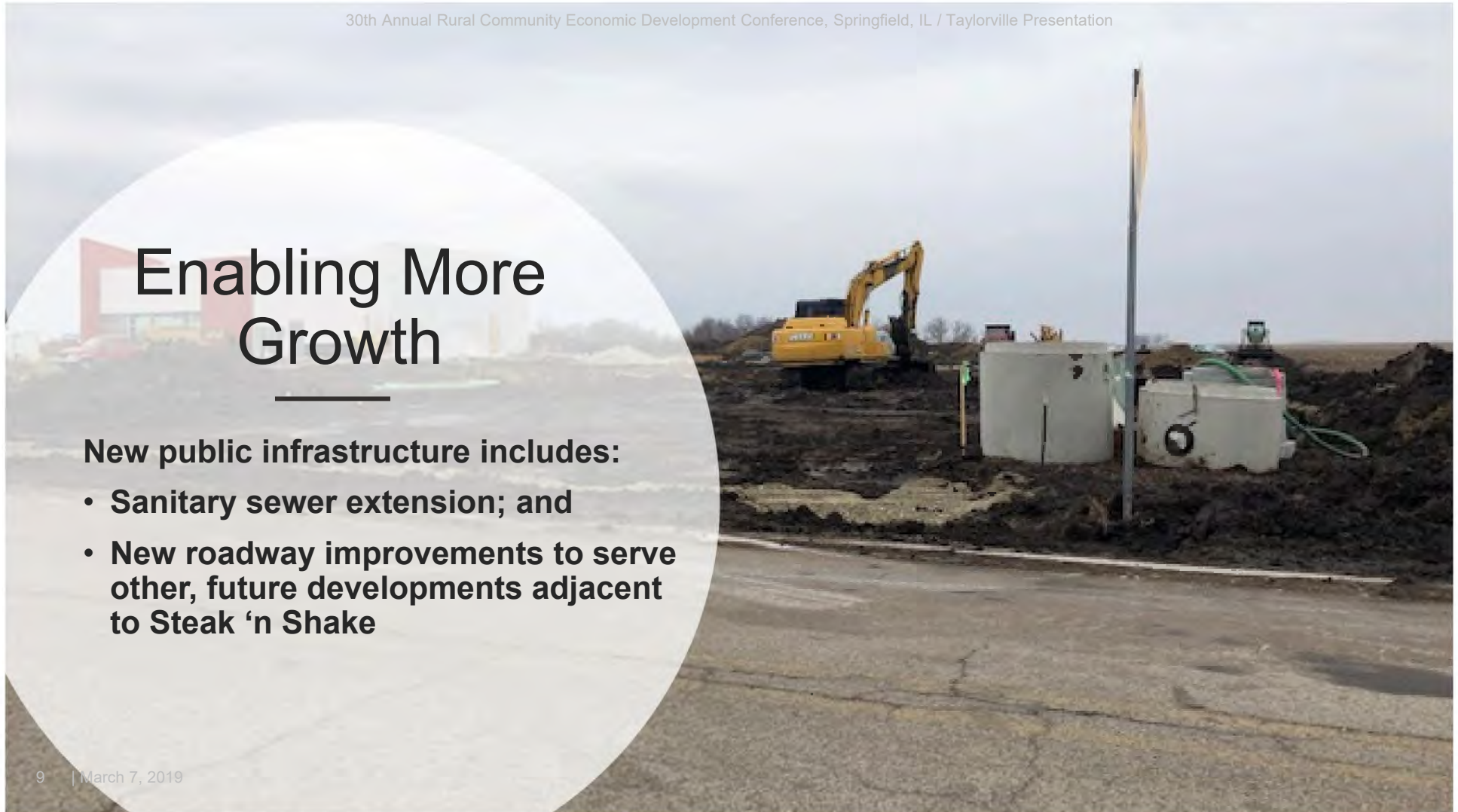
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Enabling More Growth

New public infrastructure includes:

- Sanitary sewer extension; and
- New roadway improvements to serve other, future developments adjacent to Steak 'n Shake

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*** ESTIMATED PROJECTION FOR DISCUSSION PURPOSES ONLY ***

TAYLORVILLE TIF DISTRICT 1

TIF AND BUSINESS DEVELOPMENT DISTRICT (BDD) PROJECTION FOR RESTAURANT PROJECT (PHASE I ONLY)

This "Alternate Version" assumes Project is completed in March of 2019, instead of on or before December 31, 2018.

Line #	Calendar Year of Receipts	TIF & BDD FORMED										
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
1	Real Estate Tax Increment (RETI)											
2	School Share & Project Share of Admin											
3	Net Real Estate Tax Increment											
4	Total BDD Municipal Sales Tax ¹											
5	Municipal Sales Tax											
6	Total RETI, BDD & MST											
7	City's Sanitary Sewer Line Extension											
8	Total NET RETI, BDD & MST Available											
9	Developer's Share of Net RETI & BDD											
10	Cumulative Developer Share											
11	City's Share of Net RETI, BDD & MST											
12	Cumulative City Share											

Line #	Calendar Year of Receipts	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	TOTALS
14	Real Estate Tax Increment (RETI)													
15	School Share & Project Share of Admin													
16	Net Real Estate Tax Increment													
17	Total BDD Municipal Sales Tax ¹													
18	Municipal Sales Tax													
19	Total RETI, BDD & MST													
20	City's Sanitary Sewer Line Extension													
21	Total NET RETI, BDD & MST Available													
22	Developer's Share of Net RETI & BDD													
23	Cumulative Developer Share													
24	City's Share of Net RETI, BDD & MST													
25	Cumulative City Share													

Real Estate Assumptions	
Total Projected Market Value ²	\$1,526,000
Projected Taxable Value	\$508,667
TIF Base EAV	\$2,776
Real Estate Tax Increment	\$42,209
Parcel No: 17-13-16-400-012-00	

Municipal Sales Tax Assumptions	
Annual BDD Retail Sales	\$2,000,000
Annual Municipal Retail Sales	\$2,000,000
Total Annual Retail Sales	\$2,000,000
Assumed BDD Sales Tax Rate	1.00%
Municipal Sales Tax Rate ³	0.00%

Variables	
Inflation Rate	2.0%
Total Tax Rate (2017)	8.34347%
School & Admin. Share	15%
Developer Share of Net RETI	75.00%
Developer Share of BDD Tax	90.00%
Developer Share of MST	0.00%

City's Estimated Cost for Sanitary Sewer Line Extension: \$70,000

Cap on Developer's Eligible Project Costs (Phase I Only): \$1,150,000

NOTES:

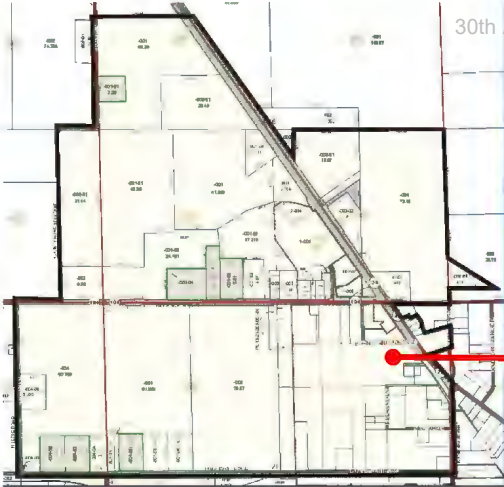
¹ Note: If Project is completed in March of 2019, and recognizing there is a two month lag between collection of BDD tax and distribution of funds from IDOR to City, this Projection assumes only a partial year of BDD tax revenue becoming available in 2019.

² Note: Projected Market Value is Developer's estimate. This Projection assumes approx. 33.33% of Market Value will be the Equalized Assessed Value (EAV).

³ Note: The City of Taylorville's local municipal sales tax rate is 2.75%, however at least 0.75% is believed to be obligated to City debt service and 1.0% is the County Facilities Tax which is redistributed to Christian County school districts. Therefore, no municipal sales tax is committed to the Stuller, Inc. Project.

Every project
is a unique
negotiation.





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TIF Project #2



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Second TIF Redevelopment Project



Medical Office Facility



TIF Incentives Only

This Project receives TIF assistance and Developer is responsible for all improvements and development costs.



Public Infrastructure Repaid First

Developer retains 100% of the new TIF real estate tax increment until it has recaptured the cost of extending sanitary sewer service to the site.



Private “Pay-As-You-Go” Reimbursement

After cost of sewer line is recovered (not to exceed \$75,000), Developer receives 60% of “net” TIF Increment for 13 yrs., then 50% of net increment until a total of \$2,417,000 is reimbursed, or the TIF ends, whichever first.

Note: This agreement terminates if equalized assessed value of the property is reduced by more than 50% during the term of the agreement.

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Enabling More Growth

New public infrastructure includes:

- **Sanitary sewer extension; and**
- **New roadway improvements to serve other, future developments adjacent to HSHS Health Facility**

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*** PRELIMINARY/ESTIMATED PROJECTION FOR DISCUSSION PURPOSES ONLY ***

CITY OF TAYLORVILLE TIF DISTRICT NO. 1 ESTIMATED PROJECTION: GOLDEN REAL ESTATE OF ILLINOIS LLC

Developer Share: After Sewer Line Cost is Recaptured by Developer, 60% of Net Real Estate Tax Increment (RETI) for 13 Years; then 50% of Net RETI Thereafter

Developer Constructs Sewer Line Extension and is Reimbursed Up to \$75,000 Cost from First Net RETI

DEVELOPER CONSTRUCTS SEWER LINE
THEN 60% and 50% SHARES OF NET INCREMENT
REIMBURSED TO DEVELOPER ON P-A-Y-G

7/23/2018				Sewer Line Recapture By Developer	1	2	3	4	5	6	7	8	9
Calendar Year of Receipts	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Real Estate Tax Increment (RETI)		Built	Assessed	\$110,952	\$113,171	\$115,435	\$117,743	\$120,098	\$122,500	\$124,950	\$127,449	\$129,998	\$132,598
Project Share of IGA & TIF Admin				\$16,643	\$16,976	\$17,315	\$17,662	\$18,015	\$18,375	\$18,743	\$19,117	\$19,500	\$19,890
Net Real Estate Tax Increment				\$94,309	\$96,196	\$98,120	\$100,082	\$102,084	\$104,125	\$106,208	\$108,332	\$110,499	\$112,709
Developer's Share of Net RETI ¹				\$75,000	\$57,717	\$58,872	\$60,049	\$61,250	\$62,475	\$63,725	\$64,999	\$66,299	\$67,625
Developer's Share of Residual Net RETI				\$11,586	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Developer Share				\$86,586	\$144,303	\$203,175	\$263,224	\$324,474	\$386,949	\$450,674	\$515,673	\$581,972	\$649,597
City's Share of Net RETI				\$7,724	\$38,478	\$39,248	\$40,033	\$40,833	\$41,650	\$42,483	\$43,333	\$44,199	\$45,083
Cumulative City Share				\$7,724	\$46,202	\$85,450	\$125,483	\$166,316	\$207,966	\$250,449	\$293,782	\$337,982	\$383,065

	10	11	12	13	14	15	16	17	18	19	20	21	TOTALS
Calendar Year of Receipts	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
Real Estate Tax Increment (RETI)	\$135,250	\$137,955	\$140,714	\$143,529	\$146,399	\$149,327	\$152,314	\$155,360	\$158,467	\$161,637	\$164,869	\$168,167	\$3,028,886
Project Share of IGA & TIF Admin	\$20,288	\$20,593	\$21,107	\$21,529	\$21,960	\$22,399	\$22,847	\$23,304	\$23,770	\$24,245	\$24,730	\$25,225	\$454,333
Net Real Estate Tax Increment	\$114,963	\$117,262	\$119,607	\$121,999	\$124,439	\$126,928	\$129,467	\$132,056	\$134,697	\$137,391	\$140,139	\$142,942	\$2,574,553
Developer's Share of Net RETI	\$68,978	\$70,357	\$71,764	\$73,200	\$62,220	\$63,464	\$64,733	\$66,028	\$67,349	\$68,696	\$70,068	\$71,471	\$1,456,340
Developer's Share of Residual Net RETI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,586
Cumulative Developer Share	\$718,575	\$788,932	\$860,697	\$933,896	\$996,116	\$1,059,580	\$1,124,313	\$1,190,341	\$1,257,690	\$1,326,385	\$1,396,455	\$1,467,926	\$1,467,926
City's Share of Net RETI	\$45,985	\$46,905	\$47,843	\$48,800	\$62,220	\$63,464	\$64,733	\$66,028	\$67,349	\$68,696	\$70,068	\$71,471	\$1,106,627
Cumulative City Share	\$429,050	\$475,955	\$523,798	\$572,598	\$634,817	\$698,281	\$763,015	\$829,043	\$896,391	\$965,087	\$1,035,156	\$1,106,627	

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Real Estate Assumptions	
Total Projected Market Value	\$4,000,000
Projected Taxable Value	\$1,333,333
TIF Base EAV	\$3,523
Real Estate Tax Increment ²	\$110,952
Parcel No: 17-13-21-201-008-00 (pt.)	

¹ In 2020, Developer reimbursed approx. 60% of funds from first year of net increment to recover cost of a \$75,000 sanitary sewer extension. Developer then receives 60% of the residual net increment.

² TIF Base EAV assumes Developer purchases approx. 6 acres of a 30 acre tract with TIF Base EAV of \$117,617

Variables	
Inflation Rate	2.0%
Total Tax Rate (2017)	8.34347%
IGA & Admin. Share	15%
Developer Share of Net RETI 2022-2031	60.00%
Developer Share of Net RETI 2032-2034	60.00%
Developer Share of Net RETI 2035-2042	50.00%

Total Cap on Estimated TIF Eligible Project Costs per RDA: \$2,417,000

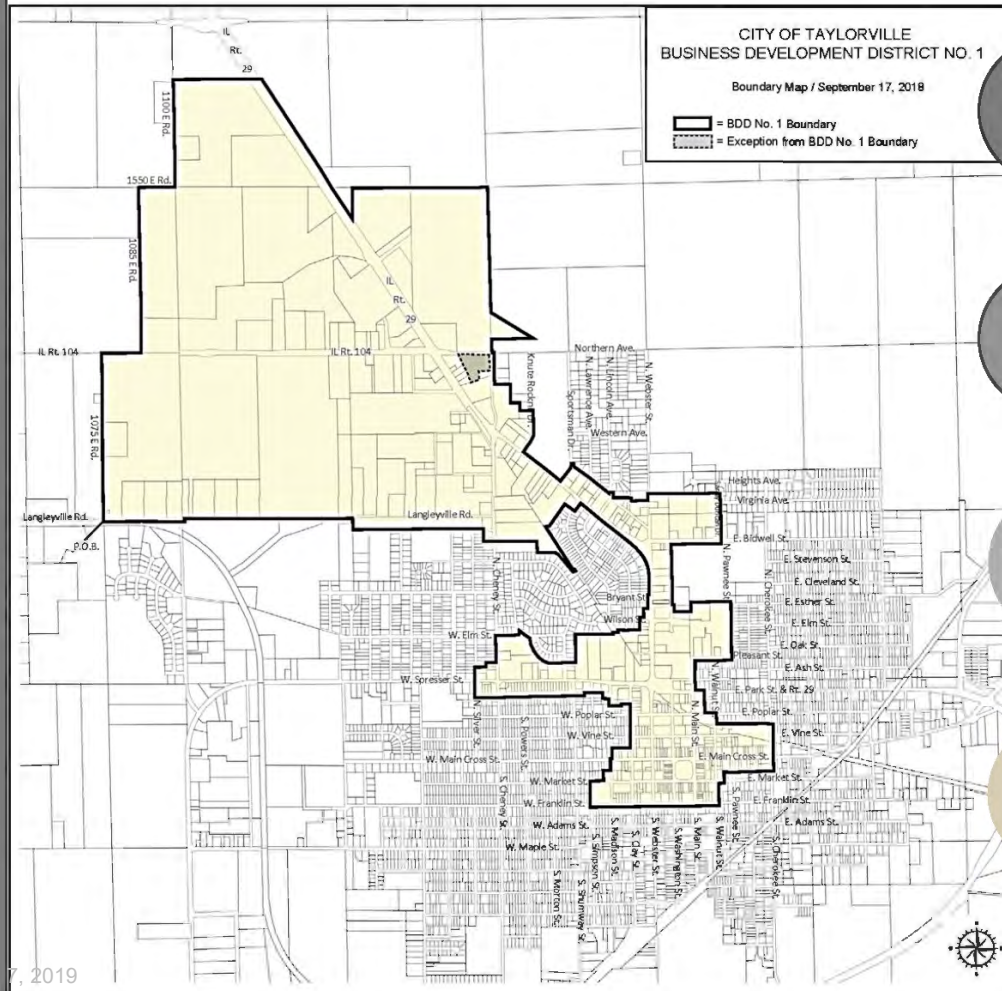
Total Estimated TIF Eligible Project Costs: \$2,417,000

Estimated Cumulative TIF Reimbursement as a Percentage of Total Estimated TIF Eligible Project Costs: 60.3%

Taylorville BDD No. 1

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01

City Initiated

Works similarly to TIF, but relies solely on new 1.0% BDD (sales) Tax imposed by City within specified Area.

02

Funding Public Improvements

BDD Funds will be used to fund new public infrastructure in new Industrial Park and throughout the BDD Area.

03

Used with TIF as Needed

Due to overlapping boundaries, BDD may be combined with TIF incentives within the TIF District Area.

04

Promoting Business Retention

BDD will be used to help businesses located in other key non-TIF areas, including historic downtown Taylorville.

Then just when you're making progress. . .

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EF3 Tornado

Direct Hit on Taylorville • ½ Mile Wide • 155 mph Wind • Saturday, December 1, 2018



- ✓ 26 Injuries –No Fatalities
- ✓ 700+ buildings in Taylorville were estimated to be damaged
- ✓ 22 reports of tornadoes in Illinois that day

Photo gallery of Taylorville damage available at: <https://foxillinois.com/news/local/gallery-taylorville-tornado-damage>

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CURRENT IMPACT NUMBER

\$20 Million

Key Figure Description Here

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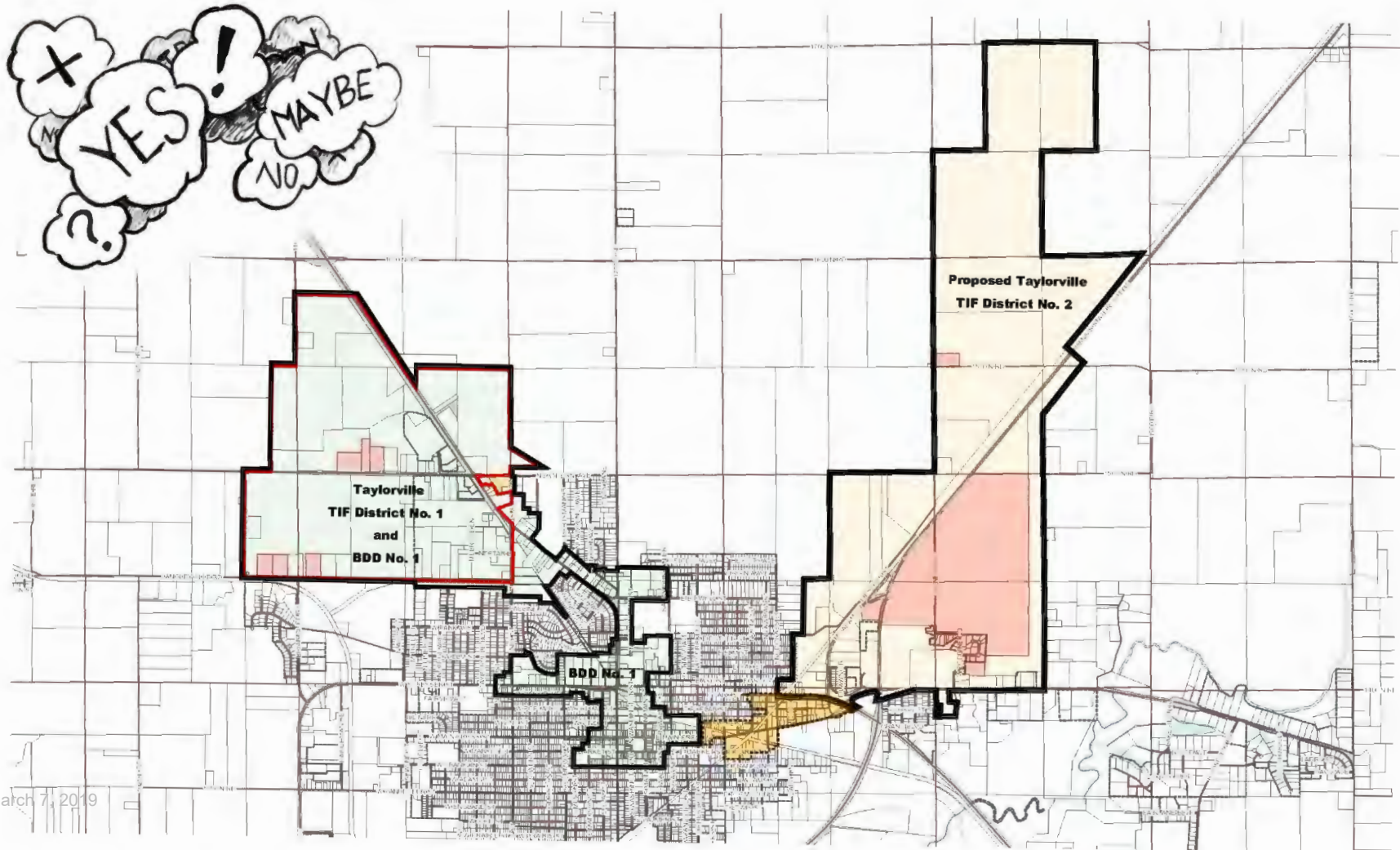
Missions for Taylorville



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Planning for the Future

The City of Taylorville is taking a thoughtful approach toward planning its future community and economic development.

01 Assess What is Working Well

Evaluate TIF and BDD successes.

02 Determine Short-Term Needs

Check progress in 2019 with storm recovery and reconstruction.

03 Expand BDD Area as Needed

BDD could assist both commercial and residential areas.

04 Expand TIF District as Needed

The combination of TIF + BDD + Enterprise Zone may be needed in some areas.

05 Collaborate with Others

Strive to use economic tools effectively and expect results... and an occasional miracle!

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Time for Questions

*Innovative Uses of TIF & Business
Districts for Commercial &
Neighborhood Redevelopment*

City of Taylorville, Illinois

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THANK YOU!