



## **CITY COUNCIL MEETING**

**520 Jackson Avenue**

**April 19, 2022 – 6:30 pm**

This meeting may be conducted by audio or video conference without a physically present quorum of the City Council because of a disaster declaration related to COVID-19 public health concerns affecting the City of Charleston. The Mayor determined that an in-person meeting at Charleston City Hall with all participants may not be practical or prudent because of the disaster. The Mayor and City Council members, City Manager, and City Attorney may not be physically present at City Hall, if that is unfeasible due to the disaster. Physical public attendance at City Hall may be limited or not feasible, so alternative arrangements for public access to hear the meeting are available at [www.charlestonillinois.org](http://www.charlestonillinois.org) (agendas, packets and videos for City Council and BZAP). The meeting will also be audio or video recorded and made available to the public, as provided by law.

### **AGENDA**

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **READING AGENDA – ADDITIONS/DELETIONS**

#### **AUTHORIZATION TO PARTICIPATE IN MEETING VIA REMOTE ACCESS**

#### **CONSENT AGENDA – ITEMS DESIGNATED BY (\*)**

Illinois local governments may adopt by a single roll call vote ordinances, resolutions, motions and orders. Any Council Member or the Mayor may request that any item proposed not be included in that vote but considered separately.

**PUBLIC HEARING:** A Public Hearing will be conducted at 6:20 p.m. to consider the proposed annual Budget for the City of Charleston, Coles County, Illinois, for the Fiscal Year beginning May 1, 2022, and ending April 30, 2023.

#### **APPROVAL OF MINUTES:**

- 1) **\*MINUTES:** Regular City Council Meeting for April 5, 2022.

#### **AUDITING CLAIMS:**

- 2) **\*PAYROLL:** Regular Pay Period ending April 9, 2022.
- 3) **\*BILLS PAYABLE:** April 22, 2022.
- 4) **\*COMPTROLLER'S REPORT:** March 2022.

#### **ACTION ITEMS:**

- 5) **\*RAFFLE LICENSE:** Midwest Select Softball on Fridays at 7:00 p.m. from May 20, 2022, to December 30, 2022, at Charleston Moose Lodge, 615 7th Street, to raise money for Midwest Select Softball tournaments, uniforms, and practice equipment.
- 6) **\*RAFFLE LICENSE:** The Corner Spot, 601 Monroe Avenue, to raise funds for a diaper drive, April 16, 2022, at 7:00 p.m.--winner to be announced April 18, 2022.
- 7) **\*RAFFLE LICENSE:** Charleston Elks Lodge #623 on April 30, 2022, at 720 6th Street, to raise funds for hospital expenses for the Ma'laya White Benefit.
- 8) **\*PROCLAMATION:** Recognizing the week of April 24-30, 2022, as National Volunteer Week.
- 9) **\*PROCLAMATION:** Recognizing the Month of May as Mental Health Awareness Month 2022.
- 10) **\*PROCLAMATION:** Recognizing the Month of May as National Bike Month.
- 11) **\*PROCLAMATION:** Recognizing the Month of May 2022 as A.B.A.T.E. Motorcycle Awareness Month.

- 12) **\*PROCLAMATION:** Recognizing the Week of May 1 through May 7, 2022, as the 53rd Annual Professional Municipal Clerks Week.
- 13) **RESOLUTION:** Authorizing Street Closure for 2022 Sarah Bush Lincoln Health System Races for All Paces on May 14, 2022 from 6:30 a.m. to 11:00 a.m.
- 14) **RESOLUTION:** Approving Application for Scavenger License per Title 4-3A-2 of the City Code of Ordinances.
- 15) **RESOLUTION:** Authorizing Expenditure of Tourism Funds for IHSA State Track Meets, taking place on May 19-21, 2022 and May 26-28, 2022.
- 16) **RESOLUTION:** Obligating \$255,000 in Rebuild Illinois Funds for Sister City Phase II Curb and Gutter Contract.
- 17) **RESOLUTION:** Obligating \$820,000 in Rebuild Illinois Funds for Sister City Phase II Full Depth Asphalt Pavement Contract.
- 18) **RESOLUTION:** Obligating \$394,500 in MFT Funds for FY23 Street Maintenance and In-House Construction.
- 19) **RESOLUTION:** Amending City Budget for Fiscal Year 2021/2022.
- 20) **ORDINANCE:** Amending Title 8, Chapter 3, Section 2: Sewer and Water Rates.
- 21) **MOTION:** Approving the City Budget for the Fiscal Year beginning May 1, 2022, and ending April 30, 2023.
- 22) **ORDINANCE:** Approving Minor Subdivision Final Plat for a Subdivision titled "Babbs Subdivision" of Charleston.
- 23) **ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 620 6th Street (Scott Clarke d/b/a Central Illinois Vision).
- 24) **ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 509 7th Street (The Law Office of Chris Wetzel).
- 25) **ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 710 Jackson Avenue (Troy Conley d/b/a Conley Properties).
- 26) **ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 618 Jackson Avenue (James DiNaso d/b/a The Body Club).
- 27) **ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 516 6th Street (Ryan Strange d/b/a Premier Properties).
- 28) **ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 521 7th Street (Ryan Strange d/b/a Premier Properties).
- 29) **ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 716 Monroe Avenue (Ryan Strange d/b/a Premier Properties).
- 30) **ORDINANCE:** Amending Title 6-2-8: Speed Limits: 10 MPH on all Streets contained within the Charleston Lake Municipal Park.
- 31) **ORDINANCE:** Amending Title 6-2-8: Speed Limits: 20 MPH on Davis Street from Lincoln Avenue to Polk Avenue.

#### **PUBLIC PRESENTATIONS, PETITIONS & COMMUNICATIONS:**

This portion of the City Council meeting is reserved for anyone wishing to address Council. The Illinois Open Meetings Act (*5 ILCS 120/1*) mandates NO action shall be taken on matters not listed on this agenda and Council is not required to take any action or discuss the matter further. Typically, however, the Mayor and Council may direct staff to further investigate the matter or suggest that the matter be brought forward for action on a subsequent agenda. The Open Meetings Act allows the Council to pass rules concerning the manner of public comment, and our Council has adopted rules for that purpose. Copies of the rules may be found at the Clerk's office. We request that you sign up with the Clerk ahead of time and provide the City Clerk with your name & address before speaking in order to assist us with the orderly conduct of the Public Comment portion of the meeting; however, neither signing up nor giving your name and address is a mandatory prerequisite for you to address the Council. Please speak into the microphone; limit presentation to 3 minutes; and avoid repetitious comments. Thank you.

Public Comment may be made or submitted remotely via Email to the following address:  
[CityClerk@co.coles.il.us](mailto:CityClerk@co.coles.il.us).

Please submit emails prior to 5:00 p.m. on meeting date and indicate in the SUBJECT Line: CC: 04/19/2022.

**EXECUTIVE SESSION:**

**ADJOURNMENT**

**City Council Regular Meeting**

1)

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

\***MINUTES:** Regular City Council Meeting for April 5, 2022.

**STAFF RECOMMENDATION:**

Approve.

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**Attachments**

CC Minutes: 04/05/2022.

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**City of Charleston**  
**Regular City Council Meeting**  
**MINUTES**  
**April 5, 2022**

State of Illinois  
County of Coles  
City of Charleston } ss.

The Council of the City of Charleston, Coles County, Illinois, met for the regular session at 6:30 p.m. on Tuesday, April 5, 2022, at 520 Jackson Avenue, Charleston, Illinois, with Mayor Pro Tem Dennis Malak presiding. In compliance with Governor J.B. Pritzker's signing of P.A. 101-0640 on June 12, 2020, which provided for audio or visual conferencing without the physical presence of a quorum under certain conditions, Councilmen Matthew Hutti, Jeff Lahr, and Tim Newell and Mayor Pro Tem Dennis Malak were physically present. Mayor Brandon Combs was absent. Councilman Dennis Malak was absent. Other City Officers physically present were: City Clerk Deborah Muller; City Attorney Rachael Cunningham; City Planner Steve Pamperin; Public Works Director Curt Buescher; Deputy Police Chief Heath Thornton; Fire Chief Steve Bennett; Comptroller Heather Kuykendall; and Parks & Recreation Director Diane Ratliff.

Mayor Pro Tem Malak welcomed everyone and then led the audience in the Pledge of Allegiance.

Mayor Pro Tem Malak next announced that he would be removing Item #15 from the Agenda.

Mayor Pro Tem Malak then introduced and thoroughly reviewed the **CONSENT AGENDA**, which consisted of the following items: **1) MINUTES**—for the Regular City Council Meeting on March 15, 2022; **2) PAYROLL**—for the Regular Pay Periods ending March 12 and March 26, 2022; **BILLS PAYABLE**—April 8, 2022; **4) PROCLAMATION**—Recognizing the Month of April as Parliamentary Law Month; **5) PROCLAMATION**—Recognizing Friday, April 29, 2022, as Arbor Day, 2022; and **6) PROCLAMATION**—Recognizing the Month of April as Autism Awareness Month.

**A motion** was made by Council Member Hutti and seconded by Council Member Lahr that the Consent Agenda be approved as presented.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**With regard to Item #7**, Mayor Pro Tem Malak explained that this Resolution

**ITEM 7: RESOLUTION:** A **motion** was made by Council Member Lahr and seconded by Council Member Hutti that the Resolution in support of Tax Increment Financing (TIF), be approved, and the layover period waived.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**With regard to Item #8,** Mayor Pro Tem Malak explained that this Resolution would approve the closure of 7th Street to the east of the Uptowner / Cellar at 621-623 Monroe Avenue from the corner of 7th Street & Monroe Avenue north to just south of WB's entrance from 4:00 p.m. to 10:00 p.m. on April 9th, 2022, for an outdoor band event.

**ITEM 8: RESOLUTION: A motion** was made by Council Member Newell and seconded by Council Member Lahr that the Resolution authorizing a Street Closure for an Outdoor Band Event: a performance of the band: JT Construction at the Uptowner / Cellar on Saturday, April 9, 2022, be approved, and the layover period waived.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**With regard to Item #9,** Mayor Pro Tem Malak explained that this Resolution would approve the closure of 7th Street to the east of the Uptowner / Cellar at 621-623 Monroe Avenue from the corner of 7th Street & Monroe Avenue north to just south of WB's entrance from 4:00 p.m. to 10:00 p.m. on April 23, 2022, for an outdoor band event.

**ITEM 9: RESOLUTION: A motion** was made by Council Member Hutti and seconded by Council Member Lahr that the Resolution authorizing a Street Closure for an Outdoor Band Event: a performance of the band: The Good Dinosaur at the Uptowner / Cellar on April 23, 2022, be approved, and the layover period waived.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**With regard to Item #10** Mayor Pro Tem Malak explained that This Ordinance would provide for the firing of an additional Ambulance Billing Clerk, and it would also make an updated to the required firefighter certification needed to include the newer Basic Operations Firefighter certification. It would also leave the level of EMS license required for hire to the level deemed necessary by the Fire Chief and provide additional paramedic training after hire in order to broaden the applicant pool.

**ITEM 10: ORDINANCE: A motion** was made by Council Member Lahr and seconded by Council Member Hutti that the Ordinance amending Title 1-8: Fire Department, be approved, and the layover period waived.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**With regard to Item #11** Mayor Pro Tem Malak explained that the City used the CAMP (Capital Asset Management Plan) Analysis as a tool to assist with the in order to accomplish the general objectives for the Water/Sewer Fund which were to:

1. Operate and maintain the Water Treatment Plant, the Wastewater Treatment Plant, and the distribution & collection systems.
2. Keep operating cash reserve in the Water/Sewer Fund above 25% of the annual expenses in reserve.
3. Maintain the equipment fleet and replace the key vehicles in the fleet generally in accordance with the Fleet Management Plan; and
4. Establish and maintain a Capital Reserve Fund that will be available for large capital projects and expenses when our Water/Sewer plants or infrastructure ne to have work done. The Capital Reserve Fund will total approximately \$1.64 Million after FY 22/23.

Based on the actual expenses and estimated revenue in the Fiscal Year 2022/2023 budget, the recommended increase in the Water/Sewer Rates would be 3.90%. This would mean an increase from \$16.43 per 1000 gallons to \$17.06 per 1000 gallons. This evening, this Ordinance will be voted on to be placed on file for public inspection until the next Council meeting on April 19, 2022.

**ITEM 11: ORDINANCE: A motion** was made by Council Member Newell and seconded by Council Member Lahr that the Ordinance amending Title 8, Chapter 3, Section 2: Sewer and Water Rates, be placed on file for public inspection.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**With regard to Item #12** Mayor Pro Tem Malak explained that House Bill 3136 provided that non-home rule local governments could impose an annual video gaming terminal fee of \$250. The prior cap had been \$25. This Ordinance would provide for that increase as well as clean up gambling references and establish video gaming machines as separate from coin-operated amusement devises. The Ordinance with regard to fees would be effective with the new licensing period beginning July 1, 2022.

**ITEM 12: ORDINANCE: A motion** was made by Council Member Hutti and seconded by Council Member Lahr that the Ordinance regulating Video Gaming in the City of Charleston, be approved, and the layover period waived.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**With regard to Item #13** Mayor Pro Tem Malak explained that this Ordinance would approve the request of Sarah Bush Lincoln Health Center for a Concept Plan and Site Plan to construct a hospital expansion at 1000 Health Center Drive. The expansion would be a 2-story building of, approximately 44,423 square feet, and a renovated space of approximately 17,011 square feet.

**ITEM 13: ORDINANCE: A motion** was made by Council Member Lahr and seconded by Council Member Hutti that the Ordinance approving the proposal of Sarah Bush Lincoln Health Center for a Hospital Expansion at 1000 Health Center Drive, be approved, and the layover period waived.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**With regard to Item #14** Mayor Pro Tem Malak explained that this Ordinance would approve the request of Sarah Bush Lincoln Health Center for a Concept Plan and Site Plan to construct a hospice house to serve East Central Illinois. The hospice house would be a 1-story building of approximately 14,470 square feet.

**ITEM 14: ORDINANCE: A motion** was made by Council Member Newell and seconded by Council Member Lahr that the Ordinance approving the proposal of Sarah Bush Lincoln Health Center for a Hospice House at 10660 County Road 800 North, Mattoon, Illinois 61938, be approved, and the layover period waived.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**ITEM 15: Removed from the Agenda by the Mayor Pro Tem.**

**With regard to Item #16** Mayor Pro Tem Malak explained that in compliance with the Public Safety Employee Benefits Act (PSEBA) and Title 1-11-7-2(B) of the City Code of Ordinances, the appointment of a PSEBA Hearing Officer was required.

**ITEM 16: ANNOUNCEMENT: A motion** was made by Council Member Hutti and seconded by Council Member Lahr that the Mayor's appointment of J. Todd Greenburg as Public Safety Employee Benefits Act (PSEBA) Hearing Officer, be approved.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**ITEM 17: PRESENTATION:** Kelsey Swing, partner in the accounting firm of Gilbert, Metzger & Madigan, LLP, presented the Annual City Audit Review. Upon conclusion of her summary of the annual Audit Review, Ms. Swing asked if Council had any questions; they did not.

Mayor Pro Tem Malak thanked Ms. Swing for her presentation.

The Mayor Pro Tem said that this concluded the Agenda items, so he would go ahead and open the floor to any public comments, communications, petitions, and presentations.

No one offered to speak.

Mayor Pro Tem Malak asked the City Clerk if there had been any communications made by email; she confirmed that no communications had been received.

The Mayor Pro Tem asked City Attorney Rachael Cunningham if she had any comments; she did not.

Mayor Pro Tem Malak asked Council if they had any comments.

Councilman Lahr extended a generous thank-you to the administrative team for the Audit Review Report that they had just received, noting that it took a lot of collective effort to put this all together.

Mayor Pro Tem Malak said that he would entertain a motion to adjourn.

**A motion** was made by Council Member Newell and seconded by Council Member Hutti to adjourn.

Mayor Pro Tem Malak directed the City Clerk to call the roll and the following voted Yea: Council Members Hutti; Lahr; Newell, and Mayor Pro Tem Malak. Mayor Pro Tem Malak declared the motion carried by a vote of 4 Yeas, Nays—0.

**Adjournment: 6:47 p.m.**

Minutes approved this 19<sup>th</sup> Day of April 2022.

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**Brandon Combs, Mayor**

**ATTEST:**

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**Deborah Muller, City Clerk**

**City Council Regular Meeting**

2)

**Meeting Date:** 04/19/2022

**Submitted For:** Heather Kuykendall, Comptroller

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**\*PAYROLL:** Regular Pay Period ending April 9, 2022.

**STAFF RECOMMENDATION:**

Approve.

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**Attachments**

Payroll: 04/09/2022.

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**Pay Period Ending:****4/9/2022**

<b>1</b>	<b>GENERAL FUND</b>	
	A. General Administration	33,429.55
	B. Building and Development	10,110.97
	C. Tourism	-
	D. Parks & Maintenance	12,948.79
	E. Police	101,610.79
	F. Fire	97,736.64
	G. Street	17,162.58
	H. City Garage	1,786.91
	I. Contingencies	-
	<b>TOTAL GENERAL FUND:</b>	<b>\$ 274,786.23</b>
<b>2</b>	<b>PLAYGROUND &amp; RECREATION</b>	10,255.65
<b>3</b>	<b>LIBRARY</b>	8,103.60
<b>4</b>	<b>WATER AND SEWER FUND</b>	
	A. Water Billing Department	6,936.76
	B. Utility Department	22,331.93
	C. Water Treatment Plant	15,944.55
	D. Waste Water Treatment Plant	7,861.95
	E. City Garage	2,980.90
	<b>TOTAL WATER AND SEWER FUND:</b>	<b>\$ 56,056.09</b>
<b>5</b>	<b>MOTOR FUEL TAX</b>	1,365.91
<b>6</b>	<b>EMPLOYEE BENEFITS</b>	2,206.67
	<b>TOTAL GROSS PAYROLL</b>	<b>\$ 352,774.15</b>

**City Council Regular Meeting**

3)

**Meeting Date:** 04/19/2022

**Submitted For:** Heather Kuykendall, Comptroller

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

\***BILLS PAYABLE:** April 22, 2022.

**STAFF RECOMMENDATION:**

Approve.

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**Attachments**

Bills Payable: 04/22/2022.

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# Accounts Payable Invoice Report - Council

## 04/19/2022

Invoice Due Date Range 04/09/22 - 04/22/22

Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>1033 - ACE HARDWARE 651 - NIEMANN FOODS, INC.</b>									
436264/6	Filter/MAINTENANCE	Open		02/04/2022	04/22/2022	02/04/2022			4.78
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Filter/MAINTENANCE		1.0000	EA	4.7800	4.78			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							4.78	
	Invoice Items			1					
437210/6	Plumbing Supplies/MAINTENANCE	Open		02/24/2022	04/22/2022	02/24/2022			24.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Plumbing Supplies/MAINTENANCE		1.0000	EA	24.9900	24.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							24.99	
	Invoice Items			1					
437387/6	Mixc Hose Repairs/UTILITY	Open		02/28/2022	04/22/2022	02/28/2022			35.76
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other building materials - Mixc Hose Repairs/UTILITY		1.0000	EA	35.7600	35.76			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2699 (Water and Sewer Fund-Utility Department-Other building materials)							35.76	
	Invoice Items			1					
437426/6	LED 40W 3 PK/ MAINTENANCE	Open		03/01/2022	04/22/2022	03/01/2022			14.49
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - LED 40W 3 PK/ MAINTENANCE		1.0000	EA	14.4900	14.49			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							14.49	
	Invoice Items			1					
437758/6	SC40 Pipe Repairs/UTILITY	Open		03/08/2022	04/22/2022	03/08/2022			17.75
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Sewer repair materials - SC40 Pipe Repairs/UTILITY		1.0000	EA	17.7500	17.75			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2505 (Water and Sewer Fund-Utility Department-Sewer repair materials)							17.75	
	Invoice Items			1					



# Accounts Payable Invoice Report - Council

## 04/19/2022

Invoice Due Date Range 04/09/22 - 04/22/22

Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
438197/6	Trash Cans/MAINTENANCE	Open		03/16/2022	04/22/2022	03/16/2022			75.96
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Janitorial & cleaning supplies - Trash Cans/MAINTENANCE		1.0000	EA	75.9600	75.96			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2301 (General Fund-Parks & Maintenance Department-Janitorial & cleaning supplies)							75.96	
	<i>Invoice Items</i>			1					
438941/6	8th St	Open		03/31/2022	04/22/2022	03/31/2022			54.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Sign maintenance materials - 8th St		1.0000	EA	54.9900	54.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4310-2514 (General Fund-Street Department-Sign maintenance materials)							54.99	
	<i>Invoice Items</i>			1					
439011/6	PVC Pipe DW 4"x10'/UTILITY	Open		04/01/2022	04/22/2022	04/01/2022			46.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Sewer repair materials - PVC Pipe DW 4"x10'/UTILITY		1.0000	EA	46.9900	46.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2505 (Water and Sewer Fund-Utility Department-Sewer repair materials)							46.99	
	<i>Invoice Items</i>			1					
438809/6	Paint - MAINT	Open		03/28/2022	04/22/2022	03/28/2022			105.57
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Paint - MAINT		1.0000	EA	105.5700	105.57			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							105.57	
	<i>Invoice Items</i>			1					
438879/6	Box cover - MAINT	Open		03/30/2022	04/22/2022	04/06/2022			2.78
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Box cover - MAINT		1.0000	EA	2.7800	2.78			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							2.78	
	<i>Invoice Items</i>			1					



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## 04/19/2022

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
438880/6	Paint - MAINT	Open		03/30/2022	04/22/2022	03/30/2022			31.19
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Paint - MAINT		1.0000	EA	31.1900	31.19			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							31.19	
	Invoice Items			1					
438965/6	Lights, step ladder - MAINT	Open		03/31/2022	04/22/2022	03/31/2022			68.22
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Lights, step ladder - MAINT		1.0000	EA	68.2200	68.22			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							68.22	
	Invoice Items			1					
438980/6	Hook and twine - MAINT	Open		03/31/2022	04/22/2022	03/31/2022			9.98
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Hook and twine - MAINT		1.0000	EA	9.9800	9.98			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							9.98	
	Invoice Items			1					
439005/6	Paint supplies - MAINT	Open		04/01/2022	04/22/2022	04/01/2022			62.78
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Paint supplies - MAINT		1.0000	EA	62.7800	62.78			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							62.78	
	Invoice Items			1					
439366/6	Paint - MAINT	Open		04/08/2022	04/22/2022	04/08/2022			62.38
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Paint - MAINT		1.0000	EA	62.3800	62.38			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							62.38	
	Invoice Items			1					



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## 04/19/2022

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
439393/6	Keys - MAINT	Open		04/08/2022	04/22/2022	04/08/2022			6.87
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Keys - MAINT		1.0000	EA	6.8700	6.87			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							6.87	
				Invoice Items	1				
439394/6	Box cover, wall plate, receptacle - MAINT	Open		04/08/2022	04/22/2022	04/08/2022			3.17
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Box cover, wall plate, receptacle - MAINT		1.0000	EA	3.1700	3.17			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							3.17	
				Invoice Items	1				
439459/6	Utility blade - MAINT	Open		04/11/2022	04/22/2022	04/11/2022			4.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Utility blade - MAINT		1.0000	EA	4.9900	4.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							4.99	
				Invoice Items	1				
439467/6	Pick up tools - MAINT	Open		04/11/2022	04/22/2022	04/11/2022			26.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Hand Tools / MAINT - Pick up tools - MAINT		1.0000	EA	26.9900	26.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2801 (General Fund-Parks & Maintenance Department-Hand tools)							26.99	
				Invoice Items	1				
438983/6	mounting hardware/FD	Open		03/31/2022	04/22/2022	03/31/2022			33.13
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other building materials - mounting hardware/FD		1.0000	EA	33.1300	33.13			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2699 (General Fund-Fire Department-Other building materials)							33.13	
				Invoice Items	1				



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## 04/19/2022

Invoice Due Date Range 04/09/22 - 04/22/22

Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
439000/6	fasteners/FD	Open		04/01/2022	04/22/2022	04/01/2022			3.20
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other building materials - fasteners/FD		1.0000	EA	3.2000	3.20			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2699 (General Fund-Fire Department-Other building materials)							3.20	
				Invoice Items	1				
438825/6	WP Misc Supplies - Misc	Open		03/29/2022	04/22/2022	03/29/2022			74.56
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Misc. supplies / WTP - WP Misc Supplies - Misc		1.0000	EA	74.5600	74.56			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4611-2310 (Water and Sewer Fund-Water Treatment Plant-Other maintenance supplies)							74.56	
				Invoice Items	1				
439202/6	WP Misc Supplies - Misc	Open		04/06/2022	04/22/2022	04/06/2022			14.44
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Misc. supplies / WTP - WP Misc Supplies - Misc		1.0000	EA	14.4400	14.44			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4611-2310 (Water and Sewer Fund-Water Treatment Plant-Other maintenance supplies)							14.44	
				Invoice Items	1				
438887/6	WW Misc. Supplies	Open		03/30/2022	04/22/2022	03/30/2022			34.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	34.9900	34.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant-Other maintenance supplies)				0000 (0000 - Misc. Equip.)			34.99	
				Invoice Items	1				
438913/6	WW Misc. Supplies	Open		03/30/2022	04/22/2022	03/30/2022			20.96
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	20.9600	20.96			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant-Other maintenance supplies)				0000 (0000 - Misc. Equip.)			20.96	
				Invoice Items	1				



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Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
438950/6	WW Misc. Supplies	Open		03/31/2022	04/22/2022	04/07/2022	03/31/2022		86.10
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	86.1000	86.10			
	G/L Account				Project		Amount		
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant- Other maintenance supplies)				0000 (0000 - Misc. Equip.)		86.10		
	Invoice Items			1					
439247/6	WW Misc. Supplies	Open		04/06/2022	04/22/2022	04/06/2022			13.50
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	13.5000	13.50			
	G/L Account				Project		Amount		
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant- Other maintenance supplies)				0000 (0000 - Misc. Equip.)		13.50		
	Invoice Items			1					
439308/6	WW Misc. Supplies	Open		04/07/2022	04/22/2022	04/07/2022			22.76
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	22.7600	22.76			
	G/L Account				Project		Amount		
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant- Other maintenance supplies)				0000 (0000 - Misc. Equip.)		22.76		
	Invoice Items			1					
Vendor 1033 - ACE HARDWARE 651 - NIEMANN FOODS, INC. Totals							Invoices	28	\$964.27
Vendor 2255 - ADVANCE AUTO PARTS									
6801209731603	headlight/FD	Open		04/07/2022	04/22/2022	04/07/2022			24.90
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - headlight/FD		1.0000	EA	24.9000	24.90			
	G/L Account				Project		Amount		
	11-4221-2401 (General Fund-Fire Department-Vehicle parts & supplies)				4177 (4177 -2014 Pierce Pumper 306)		24.90		
	Invoice Items			1					
6801209731592	WW Misc. Supplies	Open		04/07/2022	04/22/2022	04/07/2022			20.20
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	20.2000	20.20			
	G/L Account				Project		Amount		
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant- Other maintenance supplies)				0000 (0000 - Misc. Equip.)		20.20		
	Invoice Items			1					
Vendor 2255 - ADVANCE AUTO PARTS Totals							Invoices	2	\$45.10



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>1017 - AEC FIRE-SAFETY &amp; SECURITY, INC.</b>									
261678PB	turn out gear/FD	Open		03/29/2022	04/22/2022	03/29/2022			2,548.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Safety gear & clothing - turn out gear/FD		1.0000	EA	2,548.0000	2,548.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2704 (General Fund-Fire Department-Safety gear & clothing)							2,548.00	
	<i>Invoice Items</i>			1					
Vendor <b>1017 - AEC FIRE-SAFETY &amp; SECURITY, INC.</b> Totals									Invoices 1 \$2,548.00
Vendor <b>1029 - ALTORFER INC</b>									
wo0100512446	Cat Endloader Fuel & Water Pump Replacement/STREET	Open		03/31/2022	04/22/2022	03/31/2022			8,825.17
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of operating equipment - Cat Endloader Fuel & Water Pump Replacement/STREET		1.0000	EA	8,825.1700	8,825.17			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4310-3508 (General Fund-Street Department-Repair of operating equipment)				0848 (Caterpillar 924H Wheel loader)			4,412.59	
	61-4610-3508 (Water and Sewer Fund-Utility Department-Repair of operating equipment)				0848 (Caterpillar 924H Wheel loader)			4,412.58	
	<i>Invoice Items</i>			1					
Vendor <b>1029 - ALTORFER INC</b> Totals									Invoices 2 \$8,966.01
Vendor <b>2331 - AMAZON CAPITAL SERVICES, INC</b>									
041122	Credit	Open		04/08/2022	04/22/2022	04/08/2022			(62.02)
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Credit for return - Credit		1.0000	EA	(62.0200)	(62.02)			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	22-4510-2119 (Playground & Recreation Fund-Recreation Programs- Other supplies)				REC 1004 3000 (Afterschool Club)			(62.02)	
	<i>Invoice Items</i>			1					
Vendor <b>2331 - AMAZON CAPITAL SERVICES, INC</b> Totals									Invoices 1 (\$62.02)
Vendor <b>3765 - AMERICAN RESPONSE VEHICLES, INC.</b>									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
11569	back bumper step replacement/FD	Open		04/04/2022	04/22/2022	04/04/2022			210.75
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - back bumper step replacement/FD		1.0000	EA	210.7500	210.75			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2401 (General Fund-Fire Department-Vehicle parts & supplies)				3483 (3483 2016 AEV TramaHawk TypeIII Ambulance)			210.75	
				<i>Invoice Items</i>	1				
Vendor <b>3765 - AMERICAN RESPONSE VEHICLES, INC.</b> Totals					Invoices		1		\$210.75
Vendor <b>1049 - ANCEL, GLINK, DIAMOND, BUSH, DICIANNI &amp; KRAFTHEFER, PC</b>									
3060560 03/22	March legal fees	Open		04/08/2022	04/22/2022	04/08/2022			1,687.50
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Legal Fees - March legal fees		1.0000	EA	1,687.5000	1,687.50			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4052-3102 (General Fund-City Attorney's Office-Legal services)							225.00	
	11-4052-3999 (General Fund-City Attorney's Office-Other contractual services)							1,462.50	
				<i>Invoice Items</i>	1				
Vendor <b>1049 - ANCEL, GLINK, DIAMOND, BUSH, DICIANNI &amp; KRAFTHEFER, PC</b> Totals					Invoices		1		\$1,687.50
Vendor <b>4263 - AXON ENTERPRISES INC</b>									
INUS066039	Taser 7 Cartridge-Hook 7 Loop/POLICE	Open		04/07/2022	04/22/2022	04/07/2022			1,635.90
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Education & training expense - Taser 7 Cartridge-Hook 7 Loop/POLICE		1.0000	EA	1,635.9000	1,635.90			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-3706 (General Fund-Police Department-Education & training expense)							1,635.90	
				<i>Invoice Items</i>	1				
Vendor <b>4263 - AXON ENTERPRISES INC</b> Totals					Invoices		1		\$1,635.90
Vendor <b>2716 - BANK OF AMERICA Commercial Card</b>									
Walmart 3/21	Employee Recognition Dinner \$25 gc prize and envelopes / EBHR	Open		03/21/2022	04/22/2022	03/21/2022			27.56
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Employee recognition dinner expense / EB - Employee Recognition Dinner \$25 gc prize and envelopes / EBHR		1.0000	EA	27.5600	27.56			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Walmart 3/21	Employee Recognition Dinner \$25 gc prize and envelopes / EBHR	Open		03/21/2022	04/22/2022	03/21/2022			27.56
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	11-4700-3196 (General Fund-Human Resources-Employee Recognition Dinner)							27.56	
				Invoice Items	1				
Walmart 3/21/22	Employee Recognition Dinner Award Gift Cards / EBHR	Open		03/21/2022	04/22/2022	03/21/2022			860.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Employee recognition dinner expense /EB - Employee Recognition Dinner Award Gift Cards / EBHR		1.0000	EA	860.0000	860.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4700-3196 (General Fund-Human Resources-Employee Recognition Dinner)							860.00	
				Invoice Items	1				
AceHardware 3/24	Employee Recognition Dinner Prize / EBHR	Open		03/24/2022	04/22/2022	03/24/2022			133.96
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Employee recognition dinner expense /EB - Employee Recognition Dinner Prize / EBHR		1.0000	EA	133.9600	133.96			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4700-3196 (General Fund-Human Resources-Employee Recognition Dinner)							133.96	
				Invoice Items	1				
CountyMarke 3/24	Employee Recognition Dinner Prize / EBHR	Open		03/24/2022	04/22/2022	03/24/2022			35.75
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Employee recognition dinner expense /EB - Employee Recognition Dinner Prize / EBHR		1.0000	EA	35.7500	35.75			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4700-3196 (General Fund-Human Resources-Employee Recognition Dinner)							35.75	
				Invoice Items	1				



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
RuralKing 3/24	Employee Recognition Dinner Prize / EBHR	Open		03/24/2022	04/22/2022	03/24/2022			238.91
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Employee recognition dinner expense /EB - Employee Recognition Dinner Prize / EBHR		1.0000	EA	238.9100	238.91			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4700-3196 (General Fund-Human Resources-Employee Recognition Dinner)							238.91	
	Invoice Items			1					
Walmart 3/24	Employee Recognition Dinner Prize / EBHR	Open		03/24/2022	04/22/2022	03/24/2022			54.26
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Employee recognition dinner expense /EB - Employee Recognition Dinner Prize / EBHR		1.0000	EA	54.2600	54.26			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4700-3196 (General Fund-Human Resources-Employee Recognition Dinner)							54.26	
	Invoice Items			1					
Vendor 2716 - BANK OF AMERICA Commercial Card Totals					Invoices	6			\$1,350.44
Vendor 1075 - BATTERY SPECIALISTS, INC.									
299833	Batteries - MAINT	Open		03/16/2022	04/22/2022	03/16/2022			46.56
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Batteries - MAINT		1.0000	EA	46.5600	46.56			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							46.56	
	Invoice Items			1					
299652	Batteries - MAINT	Open		04/12/2022	04/22/2022	04/12/2022			4.95
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Batteries - MAINT		1.0000	EA	4.9500	4.95			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							4.95	
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
300507	Batteries - MAINT	Open		04/12/2022	04/22/2022	04/12/2022			23.52
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Batteries - MAINT		1.0000	EA	23.5200	23.52			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							23.52	
				Invoice Items	1				
300323	battery tender/FD	Open		04/05/2022	04/22/2022	04/05/2022			47.95
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle & service equipment - battery tender/FD		1.0000	EA	47.9500	47.95			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-4299 (General Fund-Fire Department-Vehicles & service equipment)				0045 (2021 Ford F150 FD Pickup)			47.95	
				Invoice Items	1				
300351	WP Misc Supplies - Misc	Open		04/06/2022	04/22/2022	04/06/2022			205.85
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Batteries - WP Misc Supplies - Misc		1.0000	EA	205.8500	205.85			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4611-2310 (Water and Sewer Fund-Water Treatment Plant-Other maintenance supplies)							205.85	
				Invoice Items	1				
Vendor 1075 - BATTERY SPECIALISTS, INC. Totals					Invoices	5			\$328.83
Vendor 1089 - BIRKEY'S									
P37590	Hydraulic Line in Back Boom/STREET	Open		03/25/2022	04/22/2022	03/25/2022			268.58
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of operating equipment - Hydraulic Line in Back Boom/STREET		1.0000	EA	268.5800	268.58			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4310-3508 (General Fund-Street Department-Repair of operating equipment)				5095 (2020 CASE 590SN Backhoe)			268.58	
				Invoice Items	1				
P37668	Gas Strut for Steering Wheel Column/STREET	Open		03/29/2022	04/22/2022	03/29/2022			122.98
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Gas Strut for Steering Wheel Column/STREET		1.0000	EA	122.9800	122.98			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
P37668	Gas Strut for Steering Wheel Column/STREET	Open		03/29/2022	04/22/2022	03/29/2022			122.98
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	11-4310-2401 (General Fund-Street Department-Vehicle parts & supplies)				5240	(5240 - 2005 New Holland Tractor #30)		122.98	
	Invoice Items				1				
P37951	Small Vactor Trailer Hose Gaskets/UTILITY	Open		04/08/2022	04/22/2022	04/08/2022			37.08
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Small Vactor Trailer Hose Gaskets/UTILITY		1.0000	EA	37.0800	37.08			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2401 (Water and Sewer Fund-Utility Department-Vehicle parts & supplies)				4300	2015 HYDRO (4300-2015 Hydro-Excavation Trailer)		37.08	
	Invoice Items				1				
Vendor 1089 - BIRKEY'S Totals						Invoices	3		\$428.64
Vendor 4474 - BLUE CROSS BLUE SHIELD OF IL - HEALTH									
March 2022	March 2022 Insurance Claims & Cost / EBHR	Open		04/06/2022	04/22/2022	04/06/2022			113,407.56
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Insurance claims and administration expense - March 2022 Insurance Claims & Cost / EBHR		1.0000	EA	113,407.5600	113,407.56			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	40-4950-1202 (Health Self-Insurance Fund-Insurance Expenses-Insurance claims expense)							78,875.80	
	40-4950-3098 (Health Self-Insurance Fund-Insurance Expenses-Insurance administration expense)							34,531.76	
	Invoice Items				1				
Vendor 4474 - BLUE CROSS BLUE SHIELD OF IL - HEALTH Totals						Invoices	1		\$113,407.56
Vendor 4183 - BUSHUE BACKGROUND SCREENING									
MIS-20220331	Program and Admin background check - REC	Open		03/31/2022	04/22/2022	03/31/2022			70.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other Contractual Service - REC - Program and Admin background check - REC		1.0000	EA	70.0000	70.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	22-4510-3999 (Playground & Recreation Fund-Recreation Programs-Other contractual services)				REC 1002	1020 (Boys Baseball)		40.00	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
MIS-20220331	Program and Admin background check - REC	Open		03/31/2022	04/22/2022	03/31/2022			70.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	22-4510-3111 (Playground & Recreation Fund-Recreation Programs-Other administrative services)							30.00	
	Invoice Items			1					
Vendor 4183 - BUSHUE BACKGROUND SCREENING Totals					Invoices		1		\$70.00
Vendor 1979 - BYRDS CLEANERS									
03 28 2022	Giodano-Harley-Shute-West-#159/POLICE	Open		03/28/2022	04/22/2022	03/28/2022			229.50
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / PD - Giodano-Harley-Shute-West-#159/POLICE		1.0000	EA	229.5000	229.50			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-2701 (General Fund-Police Department-Uniforms)							229.50	
	Invoice Items			1					
Vendor 1979 - BYRDS CLEANERS Totals					Invoices		1		\$229.50
Vendor 1130 - CDW GOVERNMENT INC									
V042367	Toner-Cyan/IS	Open		03/25/2022	04/22/2022	03/25/2022			286.83
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Office supplies / IS - Toner-Cyan/IS		1.0000	EA	286.8300	286.83			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4060-2001 (General Fund-Information Services-Office supplies)							286.83	
	Invoice Items			1					
V213635	Video Cable/IS	Open		03/30/2022	04/22/2022	03/30/2022			61.15
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Minor office equipment - Video Cable/IS		1.0000	EA	61.1500	61.15			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4060-2804 (General Fund-Information Services-Minor office equipment)							61.15	
	Invoice Items			1					
V297430	Computers/IS	Open		03/31/2022	04/22/2022	03/31/2022			2,478.67
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Office furniture and equipment - Computers/IS		1.0000	EA	2,478.6700	2,478.67			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4060-4499 (General Fund-Information Services-Office furniture & equipment)							826.22	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
V297430	Computers/IS	Open		03/31/2022	04/22/2022	03/31/2022			2,478.67
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	61-4060-4499 (Water and Sewer Fund-Information Services-Office furniture & equipment)				0000 (0000 - Misc. Equip.)			1,652.45	
	Invoice Items			1					
V311663	Cable Returns/IT	Open		03/31/2022	04/22/2022	03/31/2022			(311.16)
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Minor office equipment - Cable Returns/IT		1.0000	EA	(311.1600)	(311.16)			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4060-2804 (General Fund-Information Services-Minor office equipment)							(311.16)	
	Invoice Items			1					
V346312	Clover Reman Toner Xerox/IT	Open		04/01/2022	04/22/2022	04/01/2022			63.20
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Office supplies / IS - Clover Reman Toner Xerox/IT		1.0000	EA	63.2000	63.20			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4060-2001 (General Fund-Information Services-Office supplies)							63.20	
	Invoice Items			1					
V386018	Xerox Toner Black/IT	Open		04/01/2022	04/22/2022	04/01/2022			176.89
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Office supplies / IS - Xerox Toner Black/IT		1.0000	EA	176.8900	176.89			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4060-2001 (General Fund-Information Services-Office supplies)							176.89	
	Invoice Items			1					
Vendor 1130 - CDW GOVERNMENT INC Totals							Invoices	6	\$2,755.58
Vendor 1141 - CHAMPAIGN MULTI MEDIA GROUP dba THE NEWS GAZETTE									
03 31 2022	CFD Hire Ad/CLERK	Open		03/31/2022	04/22/2022	03/31/2022			1,671.54
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Legal notice publishing - CFD Hire Ad/CLERK		1.0000	EA	1,671.5400	1,671.54			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4002-3206 (General Fund-City Clerk-Legal notice publishing)							1,671.54	
	Invoice Items			1					
Vendor 1141 - CHAMPAIGN MULTI MEDIA GROUP dba THE NEWS GAZETTE Totals							Invoices	1	\$1,671.54
Vendor 3501 - CHARLESTON AREA DOG ACTIVITY CLUB									



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DogClubSpring 22	Spring 22 Club portion - REC	Open		04/06/2022	04/22/2022	04/06/2022			1,659.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other Contractual Service - REC - Spring 22		1.0000	EA	1,659.0000	1,659.00			
	Club portion - REC								
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		
	22-4510-3999 (Playground & Recreation Fund-Recreation Programs-Other contractual services)			REC 1009	5660 (Canine Good Citizen)		126.00		
	22-4510-3999 (Playground & Recreation Fund-Recreation Programs-Other contractual services)			REC 1009	5560 (Dog obedience)		406.00		
	22-4510-3999 (Playground & Recreation Fund-Recreation Programs-Other contractual services)			REC 1009	5610 (Puppy Class)		563.50		
	22-4510-3999 (Playground & Recreation Fund-Recreation Programs-Other contractual services)			REC 1009	5650 (Advanced Puppy)		563.50		
	Invoice Items			1					
Vendor 3501 - CHARLESTON AREA DOG ACTIVITY CLUB Totals									Invoices 1 \$1,659.00
Vendor 4477 - CINTAS									
03 31 2022	Black Mats/POLICE	Open		03/31/2022	04/22/2022	03/31/2022			66.75
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of buildings and facilities - Black Mats/POLICE		1.0000	EA	66.7500	66.75			
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		
	11-4210-3510 (General Fund-Police Department-Repair of buildings & facilities)						66.75		
	Invoice Items			1					
4115302151	Uniforms/STREET	Open		04/04/2022	04/22/2022	04/04/2022			13.66
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / STREET - Uniforms/STREET		1.0000	EA	13.6600	13.66			
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		
	11-4310-2701 (General Fund-Street Department-Uniforms)						13.66		
	Invoice Items			1					
4115302340	Uniforms/UTILITY	Open		04/04/2022	04/22/2022	04/04/2022			131.74
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / UTILITY - Uniforms/UTILITY		1.0000	EA	131.7400	131.74			
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		
	61-4610-2701 (Water and Sewer Fund-Utility Department-Uniforms)						131.74		
	Invoice Items			1					
4115302376	Uniforms/STREET	Open		04/04/2022	04/22/2022	04/04/2022			130.74
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / STREET - Uniforms/STREET		1.0000	EA	130.7400	130.74			
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		



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4115302376	Uniforms/STREET	Open		04/04/2022	04/22/2022	04/04/2022			130.74
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	11-4310-2701 (General Fund-Street Department-Uniforms)							130.74	
	Invoice Items			1					
4115302461	Black Mats/POLICE	Open		04/04/2022	04/22/2022	04/04/2022			13.35
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of buildings and facilities - Black Mats/POLICE		1.0000	EA	13.3500	13.35			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-3510 (General Fund-Police Department-Repair of buildings & facilities)							13.35	
	Invoice Items			1					
4116005072	Uniforms/STREET	Open		04/11/2022	04/22/2022	04/11/2022			19.71
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / STREET - Uniforms/STREET		1.0000	EA	19.7100	19.71			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4310-2701 (General Fund-Street Department-Uniforms)							19.71	
	Invoice Items			1					
4116005137	Uniforms/STREET	Open		04/11/2022	04/22/2022	04/11/2022			130.74
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / STREET - Uniforms/STREET		1.0000	EA	130.7400	130.74			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4310-2701 (General Fund-Street Department-Uniforms)							130.74	
	Invoice Items			1					
4116005257	Black Mats/POLICE	Open		04/11/2022	04/22/2022	04/11/2022			13.35
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of buildings and facilities - Black Mats/POLICE		1.0000	EA	13.3500	13.35			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-3510 (General Fund-Police Department-Repair of buildings & facilities)							13.35	
	Invoice Items			1					
4116005263	Uniforms/UTILITY	Open		04/11/2022	04/22/2022	04/11/2022			144.49
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / UTILITY - Uniforms/UTILITY		1.0000	EA	144.4900	144.49			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2701 (Water and Sewer Fund-Utility Department-Uniforms)							144.49	
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
4115302273	Uniforms - MAINT	Open		04/04/2022	04/22/2022	04/04/2022			24.78
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / MAINT - Uniforms - MAINT		1.0000	EA	24.7800	24.78			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2701 (General Fund-Parks & Maintenance Department-Uniforms)							24.78	
				Invoice Items	1				
4116005050	Uniforms - MAINT	Open		04/11/2022	04/22/2022	04/11/2022			24.78
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / MAINT - Uniforms - MAINT		1.0000	EA	24.7800	24.78			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2701 (General Fund-Parks & Maintenance Department-Uniforms)							24.78	
				Invoice Items	1				
4115302593	WP Uniforms	Open		04/04/2022	04/22/2022	04/04/2022			83.30
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / WTP - WP Uniforms		1.0000	EA	83.3000	83.30			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4611-2701 (Water and Sewer Fund-Water Treatment Plant-Uniforms)							83.30	
				Invoice Items	1				
4116005316	WP Uniforms	Open		04/11/2022	04/22/2022	04/11/2022			83.30
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / WTP - WP Uniforms		1.0000	EA	83.3000	83.30			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4611-2701 (Water and Sewer Fund-Water Treatment Plant-Uniforms)							83.30	
				Invoice Items	1				
4115302453	Uniforms WWTP	Open		04/04/2022	04/22/2022	04/04/2022			34.01
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / WWTP - Uniforms WWTP		1.0000	EA	34.0100	34.01			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-2701 (Water and Sewer Fund-Waste Water Treatment Plant-Uniforms)							34.01	
				Invoice Items	1				
4116005184	Uniforms WWTP	Open		04/11/2022	04/22/2022	04/11/2022			17.76
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / WWTP - Uniforms WWTP		1.0000	EA	17.7600	17.76			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-2701 (Water and Sewer Fund-Waste Water Treatment Plant-Uniforms)							17.76	
				Invoice Items	1				



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
			Vendor	4477 - CINTAS Totals		Invoices		15	\$932.46
Vendor	2619 - CJ'S AUTO & TOWING								
710896	313 N 7th to Impound-B Page/POLICE	Open		03/17/2022	04/22/2022	03/17/2022			150.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Towing - 313 N 7th to Impound-B Page/POLICE		1.0000	EA	150.0000	150.00			
	G/L Account				Project			Amount	
	11-4210-3117 (General Fund-Police Department-Police towing fees)							150.00	
	Invoice Items					1			
954367	Dustin Meinake to Impound/POLICE	Open		04/05/2022	04/22/2022	04/05/2022			150.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Towing - Dustin Meinake to Impound/POLICE		1.0000	EA	150.0000	150.00			
	G/L Account				Project			Amount	
	11-4210-3117 (General Fund-Police Department-Police towing fees)							150.00	
	Invoice Items					1			
			Vendor	2619 - CJ'S AUTO & TOWING Totals		Invoices		2	\$300.00
Vendor	1204 - COLES-MOULTRIE ELECTRIC COOP								
NECO 3/1/22	NECO electric for February - MAINT	Open		03/01/2022	04/22/2022	03/01/2022			224.61
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Electric & Gas service - NECO electric for February -MAINT		1.0000	EA	224.6100	224.61			
	G/L Account				Project			Amount	
	11-4194-3403 (General Fund-Parks & Maintenance Department- Electricity & gas)							224.61	
	Invoice Items					1			
			Vendor	1204 - COLES-MOULTRIE ELECTRIC COOP Totals		Invoices		1	\$224.61
Vendor	4445 - COMPASS MINERALS AMERICA INC								
980636	Bulk Road Salt/MOTOR FUEL TAX	Open		03/28/2022	04/22/2022	03/28/2022			4,501.81
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Road salt - Bulk Road Salt/MOTOR FUEL TAX		1.0000	EA	4,501.8100	4,501.81			
	G/L Account				Project			Amount	
	25-4312-2507 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Road salt)					PW 22 05 (Road salt)		4,501.81	
	Invoice Items					1			



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
981266	Bulk Road Salt/MOTOR FUEL TAX	Open		03/29/2022	04/22/2022	03/29/2022			6,673.96
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Road salt - Bulk Road Salt/MOTOR FUEL TAX		1.0000	EA	6,673.9600	6,673.96			
	G/L Account				Project			Amount	
	25-4312-2507 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Road salt)				PW 22 05 (Road salt)			6,673.96	
	Invoice Items			1					
982629	Bulk Road Salt/MOTOR FUEL TAX	Open		03/31/2022	04/22/2022	03/31/2022			8,819.29
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Road salt - Bulk Road Salt/MOTOR FUEL TAX		1.0000	EA	8,819.2900	8,819.29			
	G/L Account				Project			Amount	
	25-4312-2507 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Road salt)				PW 22 05 (Road salt)			8,819.29	
	Invoice Items			1					
984395	Bulk Coarse LA-HWY/MOTOR FUEL TAX	Open		04/05/2022	04/22/2022	04/05/2022			2,162.63
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Road salt - Bulk Coarse LA-HWY/MOTOR FUEL TAX		1.0000	EA	2,162.6300	2,162.63			
	G/L Account				Project			Amount	
	25-4312-2507 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Road salt)				PW 22 05 (Road salt)			2,162.63	
	Invoice Items			1					
Vendor 4445 - COMPASS MINERALS AMERICA INC Totals						Invoices	4		\$22,157.69
Vendor 1214 - CONSOLIDATED SERVICES INC									
22-4472-6	Engineering Services/ENGINEERING	Open		04/13/2022	04/22/2022	04/13/2022			900.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Capital Improvement projects - Engineering Services/ENGINEERING		1.0000	EA	900.0000	900.00			
	G/L Account				Project			Amount	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26P (Sister City complex plumbing)			900.00	
	Invoice Items			1					
22-4529-1	Culvert Design for SW Cove/ENGINEERING	Open		04/13/2022	04/22/2022	04/13/2022			1,850.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Architect & Engineering Services - Culvert Design for SW Cove/ENGINEERING		1.0000	EA	1,850.0000	1,850.00			
	G/L Account				Project			Amount	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
22-4529-1	Culvert Design for SW Cove/ENGINEERING	Open		04/13/2022	04/22/2022	04/13/2022			1,850.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	11-4095-3103 (General Fund-Engineering Department-Architect & engineering services)							1,850.00	
	Invoice Items			1					
Vendor 1214 - CONSOLIDATED SERVICES INC Totals					Invoices	2			\$2,750.00
Vendor 1224 - COUNTY OFFICE PRODUCTS INC									
0228673-001	Printable tabs	Open		04/08/2022	04/22/2022	04/08/2022			13.90
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Office Supplies - Printable tabs		1.0000	EA	13.9000	13.90			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4002-2001 (General Fund-City Clerk-Office supplies)							13.90	
	Invoice Items			1					
0228480-001	Strg Bxs,Markers,Pkng Tape,PprClips,Post-Its/ADMINISTRATION	Open		03/31/2022	04/22/2022	03/31/2022			170.92
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Office Supplies / ADMIN - Strg Bxs,Markers,Pkng Tape,PprClips,Post-Its/ADMINISTRATION		1.0000	EA	170.9200	170.92			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4001-2001 (General Fund-Administration & Boards- Manager-Office supplies)							153.71	
	11-4640-2001 (General Fund-Building & Development Services-Office supplies)							17.21	
	Invoice Items			1					
0228511-001	Pens/BUILDING & DEVELOPMENT	Open		04/04/2022	04/22/2022	04/04/2022			2.04
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Office Supplies / B&D - Pens/BUILDING & DEVELOPMENT		1.0000	EA	2.0400	2.04			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4640-2001 (General Fund-Building & Development Services-Office supplies)							2.04	
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason		Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0228493-001	Envelopes for Egg Hunt prizes - REC	Open			03/31/2022	04/22/2022	03/31/2022			19.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Other Supplies / REC - Envelopes for Egg Hunt prizes - REC		1.0000	EA	19.0000	19.00				
	G/L Account		Project					Amount		
	22-4510-2119 (Playground & Recreation Fund-Recreation Programs-Other supplies)		REC 1008 5350 (Adult Easter Egg Hunt)					19.00		
	Invoice Items		1							
0228487-001	return shipping air valve/FD	Open			03/31/2022	04/22/2022	03/31/2022			9.86
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Office supplies / FD - return shipping air valve/FD		1.0000	EA	9.8600	9.86				
	G/L Account		Project					Amount		
	11-4221-2001 (General Fund-Fire Department-Office supplies)							9.86		
	Invoice Items		1							
Vendor		1224 - COUNTY OFFICE PRODUCTS INC Totals				Invoices		5		\$215.72
Vendor 4593 - COVERT TRACK GROUP INC										
49223	Surveillance application - PD	Open			04/08/2022	04/22/2022	04/08/2022			1,995.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Investigation expenses - Surveillance application - PD		1.0000	EA	1,995.0000	1,995.00				
	G/L Account		Project					Amount		
	11-4210-4299 (General Fund-Police Department-Vehicles & service equipment)		0000 (0000 - Misc. Equip.)					1,995.00		
	Invoice Items		1							
Vendor		4593 - COVERT TRACK GROUP INC Totals				Invoices		1		\$1,995.00
Vendor 1225 - COX MOTORS										
093458	Safety Tests/UTILITY	Open			02/24/2022	04/22/2022	02/24/2022			105.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Other business services - Safety Tests/UTILITY		1.0000	EA	105.0000	105.00				
	G/L Account		Project					Amount		
	61-4610-3199 (Water and Sewer Fund-Utility Department-Business services)							105.00		
	Invoice Items		1							
Vendor		1225 - COX MOTORS Totals				Invoices		1		\$105.00

Vendor 1232 - CULLIGAN WATER CONDITIONER



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0524947	WW Lab Supplies	Open		03/02/2022	04/22/2022	03/02/2022			15.50
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Lab supplies / WWTP - WW Lab Supplies		1.0000	EA	15.5000	15.50			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-2105 (Water and Sewer Fund-Waste Water Treatment Plant-Laboratory supplies)							15.50	
	Invoice Items			1					
0525984	WW Lab Supplies	Open		03/31/2022	04/22/2022	03/31/2022			23.25
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Lab supplies / WWTP - WW Lab Supplies		1.0000	EA	23.2500	23.25			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-2105 (Water and Sewer Fund-Waste Water Treatment Plant-Laboratory supplies)							23.25	
	Invoice Items			1					
Vendor 1232 - CULLIGAN WATER CONDITIONER Totals					Invoices		2		\$38.75
Vendor 1241 - DAN PILSON AUTO CENTER OF MATTOON									
532712	Coil-Spark Plug/POLICE	Open		03/24/2022	04/22/2022	03/24/2022			324.24
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Coil-Spark Plug/POLICE		1.0000	EA	324.2400	324.24			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-2401 (General Fund-Police Department-Vehicle parts & supplies)				4145 (2020 Ford Explorer)			324.24	
	Invoice Items			1					
532856	mud flaps/FD	Open		04/05/2022	04/22/2022	04/05/2022			175.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle & service equipment - mud flaps/FD		1.0000	EA	175.0000	175.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-4299 (General Fund-Fire Department-Vehicles & service equipment)				0045 (2021 Ford F150 FD Pickup)			175.00	
	Invoice Items			1					
Vendor 1241 - DAN PILSON AUTO CENTER OF MATTOON Totals					Invoices		2		\$499.24
Vendor 1246 - DE BUHRS SEED STORE									
44060	Grass Seed & Fertilizer/UTILITY	Open		04/06/2022	04/22/2022	04/06/2022			2,129.75
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Agricultural Supplies - Grass Seed & Fertilizer/UTILITY		1.0000	EA	2,129.7500	2,129.75			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
44060	Grass Seed & Fertilizer/UTILITY	Open		04/06/2022	04/22/2022	04/06/2022			2,129.75
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	61-4610-2108 (Water and Sewer Fund-Utility Department-Agricultural supplies)							2,129.75	
			Invoice Items	1					
Vendor 1246 - DE BUHRS SEED STORE Totals						Invoices	1		\$2,129.75
Vendor 4462 - DEARBORN LIFE INSURANCE COMPANY									
May 2022	May 2022 Premium / EBHR	Open		04/08/2022	04/22/2022	04/08/2022			3,782.61
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Payroll Withholding - May 2022 Premium / EBHR		1.0000	EA	3,782.6100	3,782.61			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-2038 (General Fund-Other payroll withholdings)							3,782.61	
			Invoice Items	1					
Vendor 4462 - DEARBORN LIFE INSURANCE COMPANY Totals						Invoices	1		\$3,782.61
Vendor 2184 - DONOHUE & ASSOCIATES									
12251-44	WW Nutrient Removal Capital Improvement Planning	Open		04/15/2022	04/22/2022	04/15/2022			21,459.20
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Capital Improvement projects - WW Nutrient Removal Capital Improvement Planning		1.0000	EA	21,459.2000	21,459.20			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-4106 (Water and Sewer Fund-Waste Water Treatment Plant-Capital improvement projects)				PW 18 18 (Nutrient Removal at WWTP)			21,459.20	
			Invoice Items	1					
Vendor 2184 - DONOHUE & ASSOCIATES Totals						Invoices	1		\$21,459.20
Vendor 1287 - EASTERN ELECTRIC SUPPLY CO									
EO55936	Bulbs/FD	Open		03/18/2022	04/22/2022	03/18/2022			372.30
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other building materials - Bulbs/FD		1.0000	EA	372.3000	372.30			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2699 (General Fund-Fire Department-Other building materials)							372.30	
			Invoice Items	1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
EO56020	Halogen light/FD	Open		04/11/2022	04/22/2022	04/11/2022			10.95
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Halogen light/FD		1.0000	EA	10.9500	10.95			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2401 (General Fund-Fire Department-Vehicle parts & supplies)				3943 (3943 - 2004 Pierce Aerial Platform Fire Truck - 309)			10.95	
	Invoice Items				1				
Vendor 1287 - EASTERN ELECTRIC SUPPLY CO Totals					Invoices		2		\$383.25
Vendor 1930 - EJ EQUIPMENT									
W04814	Repack Water Pump on Jet Truck/UTILITY	Open		04/11/2022	04/22/2022	04/11/2022			6,030.88
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of operating equipment - Repack Water Pump on Jet Truck/UTILITY		1.0000	EA	6,030.8800	6,030.88			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-3508 (Water and Sewer Fund-Utility Department-Repair of operating equipment)				4300 2015 HYDRO (4300-2015 Hydro-Excavation Trailer)			6,030.88	
	Invoice Items				1				
Vendor 1930 - EJ EQUIPMENT Totals					Invoices		1		\$6,030.88
Vendor 1334 - FIRE EQUIPMENT SERVICE & SALES - FESSI									
E119453	Extinguisher Inspection & Maintenance/POLICE	Open		03/30/2022	04/22/2022	03/30/2022			133.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of buildings and facilities - Extinguisher Inspection & Maintenance/POLICE		1.0000	EA	133.0000	133.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-3510 (General Fund-Police Department-Repair of buildings & facilities)							133.00	
	Invoice Items				1				
Vendor 1334 - FIRE EQUIPMENT SERVICE & SALES - FESSI Totals					Invoices		1		\$133.00
Vendor 3150 - GILBARCO, INC.									
SGI1832083	Gasboy Maint Contract/UTILITY	Open		04/06/2022	04/22/2022	04/06/2022			739.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other contractual services - Gasboy Maint Contract/UTILITY		1.0000	EA	739.0000	739.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-3999 (Water and Sewer Fund-Utility Department-Other contractual services)				PW 19 26 (Fuel System Purchase)			739.00	
	Invoice Items				1				
Vendor 3150 - GILBARCO, INC. Totals					Invoices		1		\$739.00



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 2654 - HARRELSON PLUMBING AND HEATING									
37321	Porta Potty Loxa Rd Bike Trail - MAINT	Open		04/04/2022	04/22/2022	04/04/2022			136.50
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Repair of buildings and facilities - Porta Potty Loxa Rd Bike Trail - MAINT		1.0000	EA	136.5000	136.50			
	G/L Account				Project			Amount	
	11-4194-3510 (General Fund-Parks & Maintenance Department-Repair of buildings & facilities)							136.50	
	Invoice Items			1					
37322	Porta Potty for Sister City - MAINT	Open		04/04/2022	04/22/2022	04/04/2022			48.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Repair of buildings and facilities - Porta Potty for Sister City - MAINT		1.0000	EA	48.0000	48.00			
	G/L Account				Project			Amount	
	11-4194-3510 (General Fund-Parks & Maintenance Department-Repair of buildings & facilities)							48.00	
	Invoice Items			1					
37324	Porta Potty at VFW - MAINT	Open		04/04/2022	04/22/2022	04/04/2022			126.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Repair of buildings and facilities - Porta Potty at VFW - MAINT		1.0000	EA	126.0000	126.00			
	G/L Account				Project			Amount	
	11-4194-3510 (General Fund-Parks & Maintenance Department-Repair of buildings & facilities)							126.00	
	Invoice Items			1					
37323	Porta Potty Baker Field - MAINT	Open		04/06/2022	04/22/2022	04/06/2022			120.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Repair of buildings and facilities - Porta Potty Baker Field - MAINT		1.0000	EA	120.0000	120.00			
	G/L Account				Project			Amount	
	11-4194-3510 (General Fund-Parks & Maintenance Department-Repair of buildings & facilities)							120.00	
	Invoice Items			1					
Vendor 2654 - HARRELSON PLUMBING AND HEATING Totals						Invoices	4		\$430.50
Vendor 1417 - ICRMT									



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
220208W011	Deductible for Water-Truesdale/JUDGEMENT	Open		02/01/2022	04/22/2022	02/01/2022			1,000.00
<i>P.O. Number</i>	<i>Item Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>		
	Insurance Deductible - Deductible for Water-Truesdale/JUDGEMENT	1.0000	EA	1,000.0000	1,000.00				
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		
	61-4910-3310 (Water and Sewer Fund-Premiums, Judgments & Claims-Deductible Payments-Liab/Auto)						1,000.00		
	Invoice Items			1					
Vendor 1417 - ICRMT Totals						Invoices	1		\$1,000.00
Vendor 2504 - ILLINOIS OFFICE OF THE STATE FIRE MARSHAL									
5125125916	Elevator inspection - MAINT	Open		04/04/2022	04/22/2022	04/04/2022			75.00
<i>P.O. Number</i>	<i>Item Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>		
	Repair of buildings and facilities - Elevator inspection - MAINT	1.0000	EA	75.0000	75.00				
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		
	11-4194-3510 (General Fund-Parks & Maintenance Department-Repair of buildings & facilities)						75.00		
	Invoice Items			1					
Vendor 2504 - ILLINOIS OFFICE OF THE STATE FIRE MARSHAL Totals						Invoices	1		\$75.00
Vendor 1444 - ILLINOIS SECRETARY OF STATE									
040722	Title and registration for new car	Open		04/08/2022	04/22/2022	04/08/2022			180.00
<i>P.O. Number</i>	<i>Item Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>		
	Car registration - Title and registration for new car	1.0000	EA	180.0000	180.00				
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		
	11-4001-4299 (General Fund-Administration & Boards- Manager-Vehicles & service equipment)			9268 (2020 Ford Fusion)			180.00		
	Invoice Items			1					
Vendor 1444 - ILLINOIS SECRETARY OF STATE Totals						Invoices	1		\$180.00
Vendor 3693 - ILLINOIS TOLLWAY									
G127000005835	Downers Grove Bus Center/ADMINISTRATION	Open		03/31/2022	04/22/2022	03/31/2022			16.00
<i>P.O. Number</i>	<i>Item Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>		
	Travel expense / lodging, fuel, meals - Downers Grove Bus Center/ADMINISTRATION	1.0000	EA	16.0000	16.00				
	<i>G/L Account</i>			<i>Project</i>			<i>Amount</i>		
	11-4001-3707 (General Fund-Administration & Boards- Manager-Travel expenses)						16.00		
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor <b>3693 - ILLINOIS TOLLWAY</b> Totals						Invoices	1		\$16.00
Vendor <b>1460 - IMCO UTILITY SUPPLY CO</b>									
1118422-00	12" Hydrant Extension & Pins/UTILITY	Open		04/06/2022	04/22/2022	04/06/2022			389.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Watermain materials/ UTILITY - 12" Hydrant Extension & Pins/UTILITY		1.0000	EA	389.0000	389.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							389.00	
	Invoice Items			1					
1118422-01	Safety Stem Pins & Couplers/UTILITY	Open		04/06/2022	04/22/2022	04/06/2022			877.48
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Watermain materials/ UTILITY - Safety Stem Pins & Couplers/UTILITY		1.0000	EA	877.4800	877.48			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							877.48	
	Invoice Items			1					
Vendor <b>1460 - IMCO UTILITY SUPPLY CO</b> Totals						Invoices	2		\$1,266.48
Vendor <b>4490 - INTELEPEER CLOUD COMMUNICATIONS, LLC</b>									
INV-232285	VOIP Trunk Fee (outbound Calling)/ADMINISTRATION	Open		04/01/2022	04/22/2022	04/01/2022			464.13
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Telephone Service - VOIP Trunk Fee (outbound Calling)/ADMINISTRATION		1.0000	EA	464.1300	464.13			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4001-3401 (General Fund-Administration & Boards- Manager- Telephone expense)							287.76	
	61-4630-3401 (Water and Sewer Fund-Water Department-Telephone expense)							116.03	
	22-4510-3401 (Playground & Recreation Fund-Recreation Programs- Telephone expense)							60.34	
	Invoice Items			1					
Vendor <b>4490 - INTELEPEER CLOUD COMMUNICATIONS, LLC</b> Totals						Invoices	1		\$464.13
Vendor <b>3944 - INTERSTATE BILLING SERVICE INC- RUSH TRUCK SERVICE</b>									



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## 04/19/2022

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Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
3027150584	Pump Fuel Primer Kit/STREET	Open		03/30/2022	04/22/2022	03/30/2022			170.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - Pump Fuel Primer Kit/STREET		1.0000	EA	170.0000	170.00			
	G/L Account				Project			Amount	
	11-4310-2401 (General Fund-Street Department-Vehicle parts & supplies)				1836 (1836 - 2005 Int'l 7400 Dump Truck Salt & Plow #43)			170.00	
	Invoice Items				1				
3027171967	Tube Assy Transfer Pump-Sleeve/STREET	Open		03/31/2022	04/22/2022	03/31/2022			37.96
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - Tube Assy Transfer Pump-Sleeve/STREET		1.0000	EA	37.9600	37.96			
	G/L Account				Project			Amount	
	11-4310-2401 (General Fund-Street Department-Vehicle parts & supplies)				1836 (1836 - 2005 Int'l 7400 Dump Truck Salt & Plow #43)			37.96	
	Invoice Items				1				
3027184235	Tube Assy Transfer Pump/STREET	Open		03/31/2022	04/22/2022	03/31/2022			105.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - Tube Assy Transfer Pump/STREET		1.0000	EA	105.0000	105.00			
	G/L Account				Project			Amount	
	11-4310-2401 (General Fund-Street Department-Vehicle parts & supplies)				1836 (1836 - 2005 Int'l 7400 Dump Truck Salt & Plow #43)			105.00	
	Invoice Items				1				
3027208114	Tube Assy Transfer Pump/STREET	Open		04/01/2022	04/22/2022	04/01/2022			94.90
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - Tube Assy Transfer Pump/STREET		1.0000	EA	94.9000	94.90			
	G/L Account				Project			Amount	
	11-4310-2401 (General Fund-Street Department-Vehicle parts & supplies)				1836 (1836 - 2005 Int'l 7400 Dump Truck Salt & Plow #43)			94.90	
	Invoice Items				1				
Vendor 3944 - INTERSTATE BILLING SERVICE INC- RUSH TRUCK SERVICE Totals						Invoices	4		\$407.86

Vendor 4292 - JD ENTERPRISE



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
18155	WP Annual Equipment Calibration	Open		04/01/2022	04/22/2022	04/01/2022			430.00	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	backflow preventor test/WTP - WP Annual Equipment Calibration		1.0000	EA	430.0000	430.00				
	G/L Account				Project			Amount		
	61-4611-3999 (Water and Sewer Fund-Water Treatment Plant-Other contractual services)				0000 (0000 - Misc. Equip.)			430.00		
	Invoice Items			1						
18154	WW Misc. Supplies	Open		04/01/2022	04/22/2022	04/01/2022			330.00	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	330.0000	330.00				
	G/L Account				Project			Amount		
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant-Other maintenance supplies)				0000 (0000 - Misc. Equip.)			330.00		
	Invoice Items			1						
Vendor 4292 - JD ENTERPRISE Totals									Invoices 2	\$760.00
Vendor 3355 - JOHN DEERE FINANCIAL										
51581-C	Gloves	Open		04/08/2022	04/22/2022	04/08/2022			9.99	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Gloves - Gloves		1.0000	EA	9.9900	9.99				
	G/L Account				Project			Amount		
	61-4610-2704 (Water and Sewer Fund-Utility Department-Safety gear & clothing)							9.99		
	Invoice Items			1						
56404	Work Gloves/UTILITY	Open		03/17/2022	04/22/2022	03/17/2022			38.97	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Safety gear & clothing - Work Gloves/UTILITY		1.0000	EA	38.9700	38.97				
	G/L Account				Project			Amount		
	61-4610-2704 (Water and Sewer Fund-Utility Department-Safety gear & clothing)							38.97		
	Invoice Items			1						
58547	Cap Nails & Gloves/STREET	Open		03/29/2022	04/22/2022	03/29/2022			20.98	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Safety gear & clothing - Cap Nails & Gloves/STREET		1.0000	EA	20.9800	20.98				
	G/L Account				Project			Amount		
	11-4310-2704 (General Fund-Street Department-Safety gear & clothing)							20.98		
	Invoice Items			1						



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
57396	8th St Bridge Closure Parts/STREET	Open		03/30/2022	04/22/2022	03/30/2022			15.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Sign maintenance materials - 8th St Bridge Closure Parts/STREET		1.0000	EA	15.9900	15.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4310-2514 (General Fund-Street Department-Sign maintenance materials)							15.99	
	<i>Invoice Items</i>				1				
57447	Med Jacket Hi-Vis/UTILITY	Open		03/30/2022	04/22/2022	03/30/2022			49.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / UTILITY - Med Jacket Hi-Vis/UTILITY		1.0000	EA	49.9900	49.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2701 (Water and Sewer Fund-Utility Department-Uniforms)							49.99	
	<i>Invoice Items</i>				1				
57488	Cobalt Red Helix (4)/W/S GARAGE	Open		03/30/2022	04/22/2022	03/30/2022			25.96
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Cobalt Red Helix (4)/W/S GARAGE		1.0000	EA	25.9600	25.96			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			25.96	
	<i>Invoice Items</i>				1				
58738	Booster Clamp 500 Amp/W/S GARAGE	Open		03/30/2022	04/22/2022	03/30/2022			6.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Booster Clamp 500 Amp/W/S GARAGE		1.0000	EA	6.9900	6.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			6.99	
	<i>Invoice Items</i>				1				
55900	Gloves/UTILITY	Open		03/31/2022	04/22/2022	03/31/2022			47.98
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Safety gear & clothing - Gloves/UTILITY		1.0000	EA	47.9800	47.98			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2704 (Water and Sewer Fund-Utility Department-Safety gear & clothing)							47.98	
	<i>Invoice Items</i>				1				



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
55928	8th St Bridge Closure Parts/STREET	Open		03/31/2022	04/22/2022	03/31/2022			12.80
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Sign maintenance materials - 8th St Bridge Closure Parts/STREET		1.0000	EA	12.8000	12.80			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4310-2514 (General Fund-Street Department-Sign maintenance materials)							12.80	
	<i>Invoice Items</i>				1				
59686	Rubber Boots-Tyler H./UTILITY	Open		04/04/2022	04/22/2022	04/04/2022			99.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / UTILITY - Rubber Boots-Tyler H./UTILITY		1.0000	EA	99.9900	99.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2701 (Water and Sewer Fund-Utility Department-Uniforms)							99.99	
	<i>Invoice Items</i>				1				
16	7/32 Cobalt Red Helix/W/S GARAGE	Open		04/05/2022	04/22/2022	04/05/2022			5.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - 7/32 Cobalt Red Helix/W/S GARAGE		1.0000	EA	5.9900	5.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			5.99	
	<i>Invoice Items</i>				1				
170	Shovels & Milwaukee Sawzall/UTILITY	Open		04/06/2022	04/22/2022	04/06/2022			309.07
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Hand Tools / UTILITY - Shovels & Milwaukee Sawzall/UTILITY		1.0000	EA	309.0700	309.07			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2801 (Water and Sewer Fund-Utility Department-Hand tools)							309.07	
	<i>Invoice Items</i>				1				
54121	Paint - MAINT	Open		03/23/2022	04/22/2022	03/23/2022			44.91
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Paint - MAINT		1.0000	EA	44.9100	44.91			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							44.91	
	<i>Invoice Items</i>				1				



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
55905	Duct tape - MAINT	Open		03/31/2022	04/22/2022	03/31/2022			2.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Duct tape - MAINT		1.0000	EA	2.9900	2.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							2.99	
	<i>Invoice Items</i>			1					
56026	Tarp - MAINT	Open		03/31/2022	04/22/2022	03/31/2022			79.98
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Tarp - MAINT		1.0000	EA	79.9800	79.98			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							79.98	
	<i>Invoice Items</i>			1					
57609	WP Misc Supplies - Pipe, Fittings, etc	Open		04/07/2022	04/22/2022	04/07/2022			19.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Lime hose - WP Misc Supplies - Pipe, Fittings, etc		1.0000	EA	19.9900	19.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4611-2310 (Water and Sewer Fund-Water Treatment Plant-Other maintenance supplies)							19.99	
	<i>Invoice Items</i>			1					
331931	WW Misc. Supplies	Open		03/30/2022	04/22/2022	03/30/2022			7.28
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	7.2800	7.28			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant-Other maintenance supplies)				0000 (0000 - Misc. Equip.)			7.28	
	<i>Invoice Items</i>			1					
377751	WW Misc. Supplies	Open		03/31/2022	04/22/2022	03/31/2022			76.42
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other repair & maintenance - WW Misc. Supplies		1.0000	EA	76.4200	76.42			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-2310 (Water and Sewer Fund-Waste Water Treatment Plant-Other maintenance supplies)				0000 (0000 - Misc. Equip.)			76.42	
	<i>Invoice Items</i>			1					
Vendor 3355 - JOHN DEERE FINANCIAL Totals					Invoices	18			\$876.27



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1835 - JOURNAL GAZETTE & TIMES-COURIER									
111-00069287 22	Newspaper Subscription - REC	Open		03/08/2022	04/22/2022	03/08/2022			164.99
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Office Supplies - REC - Newspaper Subscription - REC		1.0000	EA	164.9900	164.99			
	G/L Account				Project			Amount	
	22-4510-2001 (Playground & Recreation Fund-Recreation Programs-Office supplies)							164.99	
			Invoice Items		1				
Vendor 1835 - JOURNAL GAZETTE & TIMES-COURIER Totals							Invoices	1	\$164.99
Vendor 1512 - KIRCHNER BUILDING CENTER									
161787-C	Lumber for pool	Open		04/08/2022	04/22/2022	04/08/2022			274.76
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Lumber / MAINT - Lumber for pool		1.0000	EA	274.7600	274.76			
	G/L Account				Project			Amount	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							274.76	
			Invoice Items		1				
172957	Form Lumber/UTILITY	Open		03/28/2022	04/22/2022	03/28/2022			81.76
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Other building materials - Form Lumber/UTILITY		1.0000	EA	81.7600	81.76			
	G/L Account				Project			Amount	
	61-4610-2699 (Water and Sewer Fund-Utility Department-Other building materials)							81.76	
			Invoice Items		1				
173117	Form Lumber/UTILITY	Open		03/28/2022	04/22/2022	03/28/2022			15.66
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Other building materials - Form Lumber/UTILITY		1.0000	EA	15.6600	15.66			
	G/L Account				Project			Amount	
	61-4610-2699 (Water and Sewer Fund-Utility Department-Other building materials)							15.66	
			Invoice Items		1				
173895	8th St Bridge Closure Parts/STREET	Open		03/29/2022	04/22/2022	03/29/2022			194.70
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Sign maintenance materials - 8th St Bridge Closure Parts/STREET		1.0000	EA	194.7000	194.70			
	G/L Account				Project			Amount	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
173895	8th St Bridge Closure Parts/STREET	Open		03/29/2022	04/22/2022	03/29/2022			194.70
<i>P.O. Number</i>	<i>Item Description</i>			<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>
	25-4312-2514 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Sign maintenance materials)					PW 22 03 (MFT Commodities)			194.70
				Invoice Items		1			
175067	Form Lumber/UTILITY	Open		04/01/2022	04/22/2022	04/01/2022			107.49
<i>P.O. Number</i>	<i>Item Description</i>			<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>
	Other building materials - Form Lumber/UTILITY			1.0000	EA	107.4900	107.49		
	<i>G/L Account</i>					<i>Project</i>		<i>Amount</i>	
	61-4610-2699 (Water and Sewer Fund-Utility Department-Other building materials)							107.49	
				Invoice Items		1			
179729	Side Boards for Dump Trucks/UTILITY	Open		04/11/2022	04/22/2022	04/11/2022			400.00
<i>P.O. Number</i>	<i>Item Description</i>			<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>
	Other repair & maintenance - Side Boards for Dump Trucks/UTILITY			1.0000	EA	400.0000	400.00		
	<i>G/L Account</i>					<i>Project</i>		<i>Amount</i>	
	61-4610-3599 (Water and Sewer Fund-Utility Department-Other repair & maintenance)							400.00	
				Invoice Items		1			
172896	Drywall mud and caulk - MAINT	Open		03/28/2022	04/22/2022	03/28/2022			14.99
<i>P.O. Number</i>	<i>Item Description</i>			<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>
	Park maintenance materials - Drywall mud and caulk - MAINT			1.0000	EA	14.9900	14.99		
	<i>G/L Account</i>					<i>Project</i>		<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							14.99	
				Invoice Items		1			
173044	Lumber, casing and tools - MAINT	Open		03/28/2022	04/22/2022	03/28/2022			460.80
<i>P.O. Number</i>	<i>Item Description</i>			<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>
	Hand Tools / MAINT - Lumber, casing and tools - MAINT			1.0000	EA	460.8000	460.80		
	<i>G/L Account</i>					<i>Project</i>		<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							81.75	
	11-4194-2801 (General Fund-Parks & Maintenance Department-Hand tools)							379.05	
				Invoice Items		1			



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Invoice Number	Invoice Description	Status	Held Reason		Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount		
173188	Primer - MAINT	Open			03/28/2022	04/22/2022	03/28/2022			29.04		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Park maintenance materials - Primer - MAINT		1.0000	EA	29.0400	29.04						
	G/L Account				Project			Amount				
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)								29.04			
	Invoice Items					1						
177377	Pole - MAINT	Open			04/06/2022	04/22/2022	04/06/2022			24.69		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Park maintenance materials - Pole - MAINT		1.0000	EA	24.6900	24.69						
	G/L Account				Project			Amount				
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)								24.69			
	Invoice Items					1						
177886	Adhesive - MAINT	Open			04/07/2022	04/22/2022	04/07/2022			9.49		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Park maintenance materials - Adhesive - MAINT		1.0000	EA	9.4900	9.49						
	G/L Account				Project			Amount				
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)								9.49			
	Invoice Items					1						
179310	Caulk gun and adhesive - MAINT	Open			04/11/2022	04/22/2022	04/11/2022			33.22		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Park maintenance materials - Caulk gun and adhesive - MAINT		1.0000	EA	33.2200	33.22						
	G/L Account				Project			Amount				
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)								33.22			
	Invoice Items					1						
Vendor 1512 - KIRCHNER BUILDING CENTER Totals										Invoices	12	\$1,646.60
Vendor 2468 - KRONOS												
11898790	March 2022 WFR / EBHR	Open			04/06/2022	04/22/2022	04/06/2022			612.50		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Data Processing Service - March 2022 WFR / EBHR		1.0000	EA	612.5000	612.50						
	G/L Account				Project			Amount				
	11-4700-3101 (General Fund-Human Resources-Data processing services)								612.50			
	Invoice Items					1						
Vendor 2468 - KRONOS Totals										Invoices	1	\$612.50



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1518 - L D MECHANICAL CONTRACTOR INC									
92336	412 Cedar Interior Plumbing Repair/UTILITY	Open		03/24/2022	04/22/2022	03/24/2022			329.70
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Other repair & maintenance - 412 Cedar Interior Plumbing Repair/UTILITY	1.0000	EA	329.7000	329.70				
	G/L Account			Project			Amount		
	61-4610-3599 (Water and Sewer Fund-Utility Department-Other repair & maintenance)						329.70		
	Invoice Items			1					
Vendor 1518 - L D MECHANICAL CONTRACTOR INC Totals						Invoices	1		\$329.70
Vendor 3656 - JOSH LAWSON									
041422	Boot Reimbursement- J Lawson	Open		04/08/2022	04/22/2022	04/08/2022			100.00
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Boots - Boot Reimbursement- J Lawson	1.0000	EA	100.0000	100.00				
	G/L Account			Project			Amount		
	11-4310-2701 (General Fund-Street Department-Uniforms)						100.00		
	Invoice Items			1					
Vendor 3656 - JOSH LAWSON Totals						Invoices	1		\$100.00
Vendor 3639 - LEE ENTERPRISES - CENTRAL ILLINOIS									
03 27 2022	CDBG RLF Closeout Notice/CLERK	Open		03/27/2022	04/22/2022	03/27/2022			427.20
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Legal notice publishing - CDBG RLF Closeout Notice/CLERK	1.0000	EA	427.2000	427.20				
	G/L Account			Project			Amount		
	11-4002-3206 (General Fund-City Clerk-Legal notice publishing)						427.20		
	Invoice Items			1					
Vendor 3639 - LEE ENTERPRISES - CENTRAL ILLINOIS Totals						Invoices	1		\$427.20
Vendor 4456 - LEGACY GRAPHICS									
31968	Jerseys for Youth Basketball - REC	Open		01/14/2022	04/22/2022	01/14/2022			27.75
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Uniforms / REC - Jerseys for Youth Basketball - REC	1.0000	EA	27.7500	27.75				
	G/L Account			Project			Amount		
	22-4510-2701 (Playground & Recreation Fund-Recreation Programs-Uniforms)				REC 1002 1190 (Basketball, 1st and 2nd Grade)		27.75		
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
32270	Shirts for pre-academy soccer - REC	Open		04/07/2022	04/22/2022	04/07/2022			704.00
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Uniforms / REC - Shirts for pre-academy soccer - REC	1.0000	EA	704.0000	704.00				
	G/L Account			Project			Amount		
	22-4510-2701 (Playground & Recreation Fund-Recreation Programs-Uniforms)			REC 1002 1320 (Pre Academy Soccer)			704.00		
	Invoice Items			1					
32276	Shirts for Volleyball Clinic - REC	Open		04/07/2022	04/22/2022	04/07/2022			600.00
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Uniforms / REC - Shirts for Volleyball Clinic	1.0000	EA	600.0000	600.00				
	G/L Account			Project			Amount		
	22-4510-2701 (Playground & Recreation Fund-Recreation Programs-Uniforms)			REC 1002 1680 (Youth volleyball)			600.00		
	Invoice Items			1					
Vendor			4456 - LEGACY GRAPHICS Totals			Invoices		3	\$1,331.75
Vendor 1542 - LORENZ WHOLESALE CO									
571868	Janitorial supplies - MAINT	Open		03/16/2022	04/22/2022	03/16/2022			498.87
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Janitorial & cleaning supplies - Janitorial supplies - MAINT	1.0000	EA	498.8700	498.87				
	G/L Account			Project			Amount		
	11-4194-2301 (General Fund-Parks & Maintenance Department-Janitorial & cleaning supplies)						498.87		
	Invoice Items			1					
573307	Janitorial supplies - MAINT	Open		04/06/2022	04/22/2022	04/06/2022			536.25
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Janitorial & cleaning supplies - Janitorial supplies - MAINT	1.0000	EA	536.2500	536.25				
	G/L Account			Project			Amount		
	11-4194-2301 (General Fund-Parks & Maintenance Department-Janitorial & cleaning supplies)						536.25		
	Invoice Items			1					
573307-1	Janitorial supplies - MAINT	Open		04/08/2022	04/22/2022	04/08/2022			156.72
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Janitorial & cleaning supplies - Janitorial supplies - MAINT	1.0000	EA	156.7200	156.72				
	G/L Account			Project			Amount		



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
573307-1	Janitorial supplies - MAINT	Open		04/08/2022	04/22/2022	04/08/2022			156.72
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	11-4194-2301 (General Fund-Parks & Maintenance Department-Janitorial & cleaning supplies)							156.72	
	Invoice Items			1					
Vendor 1542 - LORENZ WHOLESALE CO Totals					Invoices	3			\$1,191.84
Vendor 4471 - MACQUEEN EMERGENCY									
P01164	valves/FD	Open		03/31/2022	04/22/2022	03/31/2022			177.82
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - valves/FD		1.0000	EA	177.8200	177.82			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2401 (General Fund-Fire Department-Vehicle parts & supplies)				3943 (3943 - 2004 Pierce Aerial Platform Fire Truck - 309)			177.82	
	Invoice Items			1					
Vendor 4471 - MACQUEEN EMERGENCY Totals					Invoices	1			\$177.82
Vendor 1563 - MCFARLAND STEEL SUPPLY									
03 29 2022	1.5" pipe for Bike Racks/UTILITY	Open		03/29/2022	04/22/2022	03/29/2022			94.50
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other repair & maintenance - 1.5" pipe for Bike Racks/UTILITY		1.0000	EA	94.5000	94.50			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-3599 (Water and Sewer Fund-Utility Department-Other repair & maintenance)							94.50	
	Invoice Items			1					
1	steel brackets/FD	Open		03/30/2022	04/22/2022	03/30/2022			6.80
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	First Aid Supplies - steel brackets/FD		1.0000	EA	6.8000	6.80			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2106 (General Fund-Fire Department-First aid supplies)							6.80	
	Invoice Items			1					
Vendor 1563 - MCFARLAND STEEL SUPPLY Totals					Invoices	2			\$101.30

Vendor 2168 - MEYER CAPEL LAW OFFICE



# Accounts Payable Invoice Report - Council

## 04/19/2022

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
361788	Legal fees for March 2022	Open		04/08/2022	04/22/2022	04/08/2022			105.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Legal Fees - Legal fees for March 2022		1.0000	EA	105.0000	105.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4052-3102 (General Fund-City Attorney's Office-Legal services)							105.00	
	<i>Invoice Items</i>			1					
Vendor 2168 - MEYER CAPEL LAW OFFICE				Totals		Invoices	1		\$105.00
Vendor 1576 - MID-ILLINOIS CONCRETE, INC									
245740	4000 PSI (4.0 CY)/MOTOR FUEL TAX	Open		03/31/2022	04/22/2022	03/31/2022			420.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Concrete - 4000 PSI (4.0 CY)/MOTOR FUEL TAX		1.0000	EA	420.0000	420.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	25-4312-2501 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Concrete)				PW 20 26 (MFT Section 20-00119-00-PV Community Drive)			420.00	
	<i>Invoice Items</i>			1					
245741	4000PSI (3CY)/MOTOR FUEL TAX	Open		03/31/2022	04/22/2022	03/31/2022			315.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Concrete - 4000PSI (3CY)/MOTOR FUEL TAX		1.0000	EA	315.0000	315.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	25-4312-2501 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Concrete)				PW 22 03 (MFT Commodities)			315.00	
	<i>Invoice Items</i>			1					
245742	4000psi & Calc Chloride (9CY)/UTILITY	Open		03/31/2022	04/22/2022	03/31/2022			1,012.50
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Capital Improvement projects - 4000psi & Calc Chloride (9CY)/UTILITY		1.0000	EA	1,012.5000	1,012.50			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-4106 (Water and Sewer Fund-Utility Department-Capital improvement projects)				PW 20 82 (3rd St Water Main)			1,012.50	
	<i>Invoice Items</i>			1					
245743	4000 PSI-Calcium Chloride (5.5CY)/UTILITY	Open		03/31/2022	04/22/2022	03/31/2022			632.50
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Capital Improvement projects - 4000 PSI-Calcium Chloride (5.5CY)/UTILITY		1.0000	EA	632.5000	632.50			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	



# Accounts Payable Invoice Report - Council

## 04/19/2022

Invoice Due Date Range 04/09/22 - 04/22/22

Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
245743	4000 PSI-Calcium Chloride (5.5CY)/UTILITY	Open		03/31/2022	04/22/2022	03/31/2022			632.50
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	61-4610-4106 (Water and Sewer Fund-Utility Department-Capital improvement projects)				PW 20 82 (3rd St Water Main)		632.50		
		Invoice Items		1					
245744	4000PSI (1CY)/MOTOR FUEL TAX	Open		03/31/2022	04/22/2022	03/31/2022			105.00
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Concrete - 4000PSI (1CY)/MOTOR FUEL TAX	1.0000	EA	105.0000	105.00				
	G/L Account				Project		Amount		
	25-4312-2501 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Concrete)				PW 22 03 (MFT Commodities)		105.00		
		Invoice Items		1					
245745	4000psi & Calc Chloride (9CY)/MOTOR FUEL TAX	Open		03/31/2022	04/22/2022	03/31/2022			995.00
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Concrete - 4000psi & Calc Chloride (9CY)/MOTOR FUEL TAX	1.0000	EA	995.0000	995.00				
	G/L Account				Project		Amount		
	25-4312-2501 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Concrete)				PW 18 23 (CDBG - RLF SW PROJECT)		995.00		
		Invoice Items		1					
245746	4000psi & Calc Chloride (1.5 CY)/MOTOR FUEL TAX	Open		03/31/2022	04/22/2022	03/31/2022			161.25
P.O. Number	Item Description	Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Concrete - 4000psi & Calc Chloride (1.5 CY)/MOTOR FUEL TAX	1.0000	EA	161.2500	161.25				
	G/L Account				Project		Amount		
	25-4312-2501 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Concrete)				PW 22 03 (MFT Commodities)		161.25		
		Invoice Items		1					
Vendor 1576 - MID-ILLINOIS CONCRETE, INC Totals					Invoices	7			\$3,641.25

Vendor 4289 - MIDWEST CONSTRUCTION RENTALS INC



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Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
166711-2	New Shockmount Bushing for Screed Demon/STREET	Open		04/06/2022	04/22/2022	04/06/2022			142.01
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - New Shockmount Bushing for Screed Demon/STREET		1.0000	EA	142.0100	142.01			
	G/L Account				Project			Amount	
	11-4310-2401 (General Fund-Street Department-Vehicle parts & supplies)				8540 (2019 MBW Screedemon Concrete Screed)			142.01	
	Invoice Items			1					
Vendor		4289 - MIDWEST CONSTRUCTION RENTALS INC Totals				Invoices	1		\$142.01
Vendor 1584 - MIDWEST METER INC									
0141832-IN	Meter Lid Wrenches/UTILITY	Open		03/29/2022	04/22/2022	03/29/2022			104.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Watermain materials/ UTILITY - Meter Lid Wrenches/UTILITY		1.0000	EA	104.0000	104.00			
	G/L Account				Project			Amount	
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							104.00	
	Invoice Items			1					
0141833-IN	6" Repair Clamps/UTILITY	Open		03/29/2022	04/22/2022	03/29/2022			555.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Watermain materials/ UTILITY - 6" Repair Clamps/UTILITY		1.0000	EA	555.0000	555.00			
	G/L Account				Project			Amount	
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							555.00	
	Invoice Items			1					
0141834-IN	Valve Boxes-Tall & Short/UTILITY	Open		03/29/2022	04/22/2022	03/29/2022			1,628.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Watermain materials/ UTILITY - Valve Boxes-Tall & Short/UTILITY		1.0000	EA	1,628.0000	1,628.00			
	G/L Account				Project			Amount	
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							1,628.00	
	Invoice Items			1					



# Accounts Payable Invoice Report - Council

## 04/19/2022

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Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0141969-IN	4" & 3" Meters-Flanges,Megalugs & Spools/UTILITY	Open		04/01/2022	04/22/2022	04/01/2022			8,210.00
<i>P.O. Number</i>	<i>Item Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>		
	Meters, pipes & parts - 4" & 3" Meters-Flanges,Megalugs & Spools/UTILITY	1.0000	EA	8,210.0000	8,210.00				
	<i>G/L Account</i>				<i>Project</i>		<i>Amount</i>		
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)						1,424.00		
	61-4610-4609 (Water and Sewer Fund-Utility Department-Meters, pipes & parts)				PW 20 26 (MFT Section 20-00119-00-PV Community Drive)		6,786.00		
	Invoice Items				1				
0142111-IN	3" Certacom Pipe/ENGINEERING	Open		04/07/2022	04/22/2022	04/07/2022			5,040.00
<i>P.O. Number</i>	<i>Item Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>		
	Capital Improvement projects - 3" Certacom Pipe/ENGINEERING	1.0000	EA	5,040.0000	5,040.00				
	<i>G/L Account</i>				<i>Project</i>		<i>Amount</i>		
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26 (MFT Section 20-00119-00-PV Community Drive)		5,040.00		
	Invoice Items				1				
0142136-IN	1" SS Stiffeners/UTILITY	Open		04/07/2022	04/22/2022	04/07/2022			200.00
<i>P.O. Number</i>	<i>Item Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>		
	Watermain materials/ UTILITY - 1" SS Stiffeners/UTILITY	1.0000	EA	200.0000	200.00				
	<i>G/L Account</i>				<i>Project</i>		<i>Amount</i>		
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)						200.00		
	Invoice Items				1				
0142148-IN	3" MJ Gasket/UTILITY	Open		04/07/2022	04/22/2022	04/07/2022			80.00
<i>P.O. Number</i>	<i>Item Description</i>	<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>		
	Watermain materials/ UTILITY - 3" MJ Gasket/UTILITY	1.0000	EA	80.0000	80.00				
	<i>G/L Account</i>				<i>Project</i>		<i>Amount</i>		
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)						80.00		
	Invoice Items				1				
Vendor 1584 - MIDWEST METER INC Totals					Invoices	7			\$15,817.00

Vendor 1591 - MISSISSIPPI LIME CO



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Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1601903	WP Chemicals - Lime	Open		03/24/2022	04/22/2022	03/24/2022			6,302.38
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Chemicals / WTP - WP Chemicals - Lime		1.0000	EA	6,302.3800	6,302.38			
	G/L Account				Project			Amount	
	61-4611-2109 (Water and Sewer Fund-Water Treatment Plant-Chemicals)							6,302.38	
	Invoice Items			1					
Vendor 1591 - MISSISSIPPI LIME CO			Totals			Invoices	1		\$6,302.38
Vendor 1592 - MLB OUTDOOR PRODUCTS									
50375	New fuel cap for chainsaw/FD	Open		04/11/2022	04/22/2022	04/11/2022			5.50
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Repair of operating equipment - New fuel cap for chainsaw/FD		1.0000	EA	5.5000	5.50			
	G/L Account				Project			Amount	
	11-4221-3508 (General Fund-Fire Department-Repair of operating equipment)				0000 (0000 - Misc. Equip.)			5.50	
	Invoice Items			1					
Vendor 1592 - MLB OUTDOOR PRODUCTS			Totals			Invoices	1		\$5.50
Vendor 3721 - MORRIS TRUCKING, LLC									
918011	FA-06 Fill Sand 201.35 Tons/MOTOR FUEL TAX	Open		04/03/2022	04/22/2022	04/03/2022			1,771.88
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Rock & Sand - FA-06 Fill Sand 201.35 Tons/MOTOR FUEL TAX		1.0000	EA	1,771.8800	1,771.88			
	G/L Account				Project			Amount	
	25-4312-2503 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Rock & sand)				PW 22 03 (MFT Commodities)			1,771.88	
	Invoice Items			1					
918013	CA-6 Road Pac 198.33 Tons/MOTOR FUEL TAX	Open		04/03/2022	04/22/2022	04/03/2022			2,953.14
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Rock & Sand - CA-6 Road Pac 198.33 Tons/MOTOR FUEL TAX		1.0000	EA	2,953.1400	2,953.14			
	G/L Account				Project			Amount	
	25-4312-2503 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Rock & sand)				PW 22 03 (MFT Commodities)			2,953.14	
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
918016	FA-06 Fill Sand 199.4 Tons/UTILITY	Open		04/12/2022	04/22/2022	04/12/2022			1,934.18
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Rock & Sand - FA-06 Fill Sand 199.4 Tons/UTILITY		1.0000	EA	1,934.1800	1,934.18			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2503 (Water and Sewer Fund-Utility Department-Rock & sand)				PW 18 23 (CDBG - RLF SW PROJECT)			1,934.18	
	<i>Invoice Items</i>				1				
918017	CA-6 Road Pac 217.75 Tons/UTILITY	Open		04/12/2022	04/22/2022	04/12/2022			3,438.28
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Rock & Sand - CA-6 Road Pac 217.75 Tons/UTILITY		1.0000	EA	3,438.2800	3,438.28			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2503 (Water and Sewer Fund-Utility Department-Rock & sand)							3,438.28	
	<i>Invoice Items</i>				1				
Vendor <b>3721 - MORRIS TRUCKING, LLC</b> Totals						Invoices	4		\$10,097.48
Vendor <b>4577 - MT. VERNON WINNELSON COMPANY</b>									
56688701-1	Plumbing supplies for building- SSII	Open		04/08/2022	04/22/2022	04/08/2022			199.20
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Plumbing supplies - Plumbing supplies for building- SSII		1.0000	EA	199.2000	199.20			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26P (Sister City complex plumbing)			199.20	
	<i>Invoice Items</i>				1				
566148 03	Plumbing Fixtures/ENGINEERING	Open		03/10/2022	04/22/2022	03/10/2022			80.88
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Capital Improvement projects - Plumbing Fixtures/ENGINEERING		1.0000	EA	80.8800	80.88			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26P (Sister City complex plumbing)			80.88	
	<i>Invoice Items</i>				1				



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## 04/19/2022

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Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
564930 11	1/2 IPS Hammer Arrester/UTILITY	Open		03/31/2022	04/22/2022	03/31/2022			26.44
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Watermain materials/ UTILITY - 1/2 IPS Hammer Arrester/UTILITY		1.0000	EA	26.4400	26.44			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							26.44	
	<i>Invoice Items</i>				1				
566148 05	1" PLS Pex Plug/UTILITY	Open		04/04/2022	04/22/2022	04/04/2022			25.08
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Watermain materials/ UTILITY - 1" PLS Pex Plug/UTILITY		1.0000	EA	25.0800	25.08			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							25.08	
	<i>Invoice Items</i>				1				
Vendor 4577 - MT. VERNON WINNELSON COMPANY Totals					Invoices	4			\$331.60
Vendor 1607 - MUNICIPAL CLERKS OF ILLINOIS									
2022 Membership	Dues 2022/CLERK	Open		01/01/2022	04/22/2022	01/01/2022			65.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Professional membership - Dues 2022/CLERK		1.0000	EA	65.0000	65.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4002-3704 (General Fund-City Clerk-Professional memberships)							65.00	
	<i>Invoice Items</i>				1				
Vendor 1607 - MUNICIPAL CLERKS OF ILLINOIS Totals					Invoices	1			\$65.00
Vendor 2490 - MUNICIPAL EMERGENCY SERVICE - MES-ILLINOIS									
SO15770502	rescue tool/FD	Open		03/08/2022	04/22/2022	03/08/2022			1,344.26
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Hand Tools / FD - rescue tool/FD		1.0000	EA	1,344.2600	1,344.26			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2801 (General Fund-Fire Department-Hand tools)							1,344.26	
	<i>Invoice Items</i>				1				
SO1577082	replacement hose/FD	Open		03/28/2022	04/22/2022	03/28/2022			1,341.33
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of operating equipment - replacement hose/FD		1.0000	EA	1,341.3300	1,341.33			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
SO1577082	replacement hose/FD	Open		03/28/2022	04/22/2022	03/28/2022			1,341.33
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	11-4221-3508 (General Fund-Fire Department-Repair of operating equipment)				1977 (1977 - 2002 Pierce Pumer - 307)			1,341.33	
			Invoice Items	1					
Vendor 2490 - MUNICIPAL EMERGENCY SERVICE - MES-ILLINOIS					Totals	Invoices	2		\$2,685.59
Vendor 3092 - NAPA - MCKAY AUTO PARTS									
116-109206	Fuel Filter/MAINTENANCE	Open		03/16/2022	04/22/2022	03/16/2022			9.50
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Fuel Filter/MAINTENANCE		1.0000	EA	9.5000	9.50			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2401 (General Fund-Parks & Maintenance Department-Vehicle parts & supplies)				31045 (31045 - 2008 Kubota #27A)			9.50	
			Invoice Items	1					
109335	Washer Fluid/W/S GARAGE	Open		03/24/2022	04/22/2022	03/24/2022			44.16
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Washer Fluid/W/S GARAGE		1.0000	EA	44.1600	44.16			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			44.16	
			Invoice Items	1					
109390	Oil Filter/W/S GARAGE	Open		03/29/2022	04/22/2022	03/29/2022			4.75
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Oil Filter/W/S GARAGE		1.0000	EA	4.7500	4.75			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			4.75	
			Invoice Items	1					
109415	Aerosol Paint (2)/W/S GARAGE	Open		03/31/2022	04/22/2022	03/31/2022			29.38
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Aerosol Paint (2)/W/S GARAGE		1.0000	EA	29.3800	29.38			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			29.38	
			Invoice Items	1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
109418	Oil Filter/BUILDING & DEVELOPMENT	Open		03/31/2022	04/22/2022	03/31/2022			4.75
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle & service equipment - Oil Filter/BUILDING & DEVELOPMENT		1.0000	EA	4.7500	4.75			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4640-4299 (General Fund-Building & Development Services-Vehicles & service equipment)				1288 (2021 Ford Ranger 4x4)			4.75	
	Invoice Items			1					
109420	Brakleen 50 (3)/W/S GARAGE	Open		03/31/2022	04/22/2022	03/31/2022			8.97
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Brakleen 50 (3)/W/S GARAGE		1.0000	EA	8.9700	8.97			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			8.97	
	Invoice Items			1					
109434	Non Chlor Brakleen (12)/W/S GARAGE	Open		04/01/2022	04/22/2022	04/01/2022			35.88
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Non Chlor Brakleen (12)/W/S GARAGE		1.0000	EA	35.8800	35.88			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			35.88	
	Invoice Items			1					
109436	Oil Dry/W/S GARAGE	Open		04/01/2022	04/22/2022	04/01/2022			22.38
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Oil Dry/W/S GARAGE		1.0000	EA	22.3800	22.38			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			22.38	
	Invoice Items			1					
109447	Krylon Ind Rust Tough/W/S GARAGE	Open		04/01/2022	04/22/2022	04/01/2022			15.29
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Krylon Ind Rust Tough/W/S GARAGE		1.0000	EA	15.2900	15.29			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			15.29	
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
109475	Bulk Trailer Wire/W/S GARAGE	Open		04/05/2022	04/22/2022	04/05/2022			171.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Bulk Trailer Wire/W/S GARAGE		1.0000	EA	171.0000	171.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			171.00	
	Invoice Items			1					
109496	Mult Connector 22-14/W/S GARAGE	Open		04/06/2022	04/22/2022	04/06/2022			39.30
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Mult Connector 22-14/W/S GARAGE		1.0000	EA	39.3000	39.30			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			39.30	
	Invoice Items			1					
109501	Copper Resistor Spark-10W40 Sm Engine/W/S GARAGE	Open		04/06/2022	04/22/2022	04/06/2022			32.20
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Copper Resistor Spark-10W40 Sm Engine/W/S GARAGE		1.0000	EA	32.2000	32.20			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			32.20	
	Invoice Items			1					
109508	Heat Shrink Tubing/W/S GARAGE	Open		04/06/2022	04/22/2022	04/06/2022			20.08
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Heat Shrink Tubing/W/S GARAGE		1.0000	EA	20.0800	20.08			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			20.08	
	Invoice Items			1					
109516	Alarm-backup/STREET	Open		04/07/2022	04/22/2022	04/07/2022			19.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Alarm-backup/STREET		1.0000	EA	19.9900	19.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4310-2401 (General Fund-Street Department-Vehicle parts & supplies)				3468 (2017 International Dump Truck)			19.99	
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
109536	Fuse Holder/W/S GARAGE	Open		04/08/2022	04/22/2022	04/08/2022			3.29
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - Fuse Holder/W/S GARAGE		1.0000	EA	3.2900	3.29			
	G/L Account				Project			Amount	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			3.29	
	Invoice Items			1					
109562	Fuse Holder/W/S GARAGE	Open		04/11/2022	04/22/2022	04/11/2022			10.17
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - Fuse Holder/W/S GARAGE		1.0000	EA	10.1700	10.17			
	G/L Account				Project			Amount	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			10.17	
	Invoice Items			1					
109572	Evebead Silgsk Maker/W/S GARAGE	Open		04/11/2022	04/22/2022	04/11/2022			18.99
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - Evebead Silgsk Maker/W/S GARAGE		1.0000	EA	18.9900	18.99			
	G/L Account				Project			Amount	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			18.99	
	Invoice Items			1					
109509	headlight connector/FD	Open		04/06/2022	04/22/2022	04/06/2022			50.29
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle parts and supplies - headlight connector/FD		1.0000	EA	50.2900	50.29			
	G/L Account				Project			Amount	
	11-4221-2401 (General Fund-Fire Department-Vehicle parts & supplies)				3226 (3226 - 2010 Ford F-150 Pickup)			50.29	
	Invoice Items			1					
109534	toggle switch/FD	Open		04/08/2022	04/22/2022	04/08/2022			10.99
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Vehicle & service equipment - toggle switch/FD		1.0000	EA	10.9900	10.99			
	G/L Account				Project			Amount	
	11-4221-4299 (General Fund-Fire Department-Vehicles & service equipment)				0045 (2021 Ford F150 FD Pickup)			10.99	
	Invoice Items			1					
Vendor 3092 - NAPA - MCKAY AUTO PARTS Totals					Invoices		19		\$551.36

Vendor 1626 - NE-CO ASPHALT CO INC



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
57292	29.26 Tons Cold Mix/MOTOR FUEL TAX	Open		03/17/2022	04/22/2022	03/17/2022			2,340.80
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Asphalt & Asphalt Products - 29.26 Tons Cold Mix/MOTOR FUEL TAX		1.0000	EA	2,340.8000	2,340.80			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	25-4312-2502 (Motor Fuel Tax Fund-Motor Fuel Tax Department-Asphalt & asphalt products)				PW 22 03 (MFT Commodities)			2,340.80	
	Invoice Items			1					
Vendor <b>1626 - NE-CO ASPHALT CO INC</b> Totals									\$2,340.80
Invoices 1									
Vendor <b>1625 - NEAL TIRE &amp; AUTO SERVICE</b>									
1040163926	Tires/POLICE	Open		03/31/2022	04/22/2022	03/31/2022			855.76
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Tires/POLICE		1.0000	EA	855.7600	855.76			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-2401 (General Fund-Police Department-Vehicle parts & supplies)				5939 (2016 Ford Explorer 4-dr AWD white)			855.76	
	Invoice Items			1					
1040163927	Tires (2)-Alignment/POLICE	Open		03/31/2022	04/22/2022	03/31/2022			517.88
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Tires (2)-Alignment/POLICE		1.0000	EA	517.8800	517.88			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-2401 (General Fund-Police Department-Vehicle parts & supplies)				4145 (2020 Ford Explorer)			517.88	
	Invoice Items			1					
104162138	Tires & Installation/POLICE	Open		03/31/2022	04/22/2022	03/31/2022			919.52
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Tires & Installation/POLICE		1.0000	EA	919.5200	919.52			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-2401 (General Fund-Police Department-Vehicle parts & supplies)				4432 (2018 Ford Explorer/ PD)			919.52	
	Invoice Items			1					
1040164460	Scrap Tire Fee/UTILITY	Open		04/05/2022	04/22/2022	04/05/2022			4.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of vehicles - Scrap Tire Fee/UTILITY		1.0000	EA	4.0000	4.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-3503 (Water and Sewer Fund-Utility Department-Repair of vehicles)				0000 (0000 - Misc. Equip.)			4.00	
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1040163997	tires/FD	Open		04/01/2022	04/22/2022	04/01/2022			2,576.12
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of vehicles - tires/FD		1.0000	EA	2,576.1200	2,576.12			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-3503 (General Fund-Fire Department-Repair of vehicles)				3943 (3943 - 2004 Pierce Aerial Platform Fire Truck - 309)			2,576.12	
	<i>Invoice Items</i>				1				
1040164412	Tire repair/FD	Open		04/04/2022	04/22/2022	04/04/2022			46.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of vehicles - Tire repair/FD		1.0000	EA	46.0000	46.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-3503 (General Fund-Fire Department-Repair of vehicles)				3483 (3483 2016 AEV TramaHawk TypeIII Ambulance)			46.00	
	<i>Invoice Items</i>				1				
Vendor 1625 - NEAL TIRE & AUTO SERVICE Totals					Invoices	6			\$4,919.28
Vendor 3265 - O'REILLY AUTO PARTS									
2323495947	Filter/MAINTENANCE	Open		02/01/2022	04/22/2022	02/01/2022			7.79
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Filter/MAINTENANCE		1.0000	EA	7.7900	7.79			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2401 (General Fund-Parks & Maintenance Department-Vehicle parts & supplies)				31045 (31045 - 2008 Kubota #27A)			7.79	
	<i>Invoice Items</i>				1				
2323-102298	Glass Fuse/GARAGE/MECHANIC	Open		03/28/2022	04/22/2022	03/28/2022			4.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Glass Fuse/GARAGE/MECHANIC		1.0000	EA	4.9900	4.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4311-2401 (General Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			4.99	
	<i>Invoice Items</i>				1				
2323-102312	Glass Fuse/GARAGE/MECHANIC	Open		03/28/2022	04/22/2022	03/28/2022			(4.99)
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Glass Fuse/GARAGE/MECHANIC		1.0000	EA	(4.9900)	(4.99)			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4311-2401 (General Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			(4.99)	
	<i>Invoice Items</i>				1				



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Invoice Number	Invoice Description	Status	Held Reason		Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount		
2323-102727	02 Socket/W/S GARAGE	Open			04/01/2022	04/22/2022	04/01/2022			16.99		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Vehicle parts and supplies - 02 Socket/W/S GARAGE		1.0000	EA	16.9900	16.99						
	G/L Account				Project			Amount				
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			16.99				
	Invoice Items				1							
2323-103420	Backup Alarm/STREET	Open			04/06/2022	04/22/2022	04/06/2022			18.58		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Vehicle parts and supplies - Backup Alarm/STREET		1.0000	EA	18.5800	18.58						
	G/L Account				Project			Amount				
	11-4310-2401 (General Fund-Street Department-Vehicle parts & supplies)				3468 (2017 International Dump Truck)			18.58				
	Invoice Items				1							
2323-100926	Credit for Wire Harness - MAINT	Open			03/16/2022	04/22/2022	03/16/2022			(25.99)		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Vehicle parts and supplies - Credit for Wire Harness		1.0000	EA	(25.9900)	(25.99)						
	G/L Account				Project			Amount				
	11-4194-2401 (General Fund-Parks & Maintenance Department-Vehicle parts & supplies)				1617 (1617 - 2004 Ford F350 3/4 Ton Utility Truck #74)			(25.99)				
	Invoice Items				1							
2323-100290	Wire harness - MAINT	Open			03/16/2022	04/22/2022	03/16/2022			25.99		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Vehicle parts & supplies / MAINT - Wire harness - MAINT		1.0000	EA	25.9900	25.99						
	G/L Account				Project			Amount				
	11-4194-2401 (General Fund-Parks & Maintenance Department-Vehicle parts & supplies)				1617 (1617 - 2004 Ford F350 3/4 Ton Utility Truck #74)			25.99				
	Invoice Items				1							
Vendor 3265 - O'REILLY AUTO PARTS Totals										Invoices	7	\$43.36
Vendor 1648 - OLD DOMINION BRUSH												
7977606	New Main Brooms & Gutter Brooms/STREET	Open			03/31/2022	04/22/2022	03/31/2022			2,469.55		
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number				
	Operating Equipment - New Main Brooms & Gutter Brooms/STREET		1.0000	EA	2,469.5500	2,469.55						
	G/L Account				Project			Amount				



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7977606	New Main Brooms & Gutter Brooms/STREET	Open		03/31/2022	04/22/2022	03/31/2022			2,469.55
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	11-4310-4399 (General Fund-Street Department-Operating equipment)			NP 2663 S (NP-2663-S		2013 Elgin Pelican Seeper)		2,469.55	
	Invoice Items			1					
Vendor 1648 - OLD DOMINION BRUSH				Totals		Invoices	1		\$2,469.55
Vendor 1660 - PAAP PRINTING									
39852	Photos-Retired Officers/POLICE	Open		04/11/2022	04/22/2022	04/11/2022			80.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other supplies - Photos-Retired Officers/POLICE		1.0000	EA	80.0000	80.00			
	<i>G/L Account</i>			<i>Project</i>				<i>Amount</i>	
	11-4210-2119 (General Fund-Police Department-Other supplies)							80.00	
	Invoice Items			1					
39822	Day Camp and Dog Egg Hunt signs - REC	Open		04/08/2022	04/22/2022	04/08/2022			150.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other Supplies / REC - Day Camp and Dog Egg Hunt signs - REC		1.0000	EA	150.0000	150.00			
	<i>G/L Account</i>			<i>Project</i>				<i>Amount</i>	
	22-4510-2119 (Playground & Recreation Fund-Recreation Programs-Other supplies)			REC 1004	3120 (Day Camp)			25.00	
	22-4510-2119 (Playground & Recreation Fund-Recreation Programs-Other supplies)			REC 1009	5725 (Dog Easter Egg Hunt)			125.00	
	Invoice Items			1					
Vendor 1660 - PAAP PRINTING				Totals		Invoices	2		\$230.00
Vendor 4580 - PACE ANALYTICAL SERVICES, LLC									
I9505714	WP Lab Expense - Outside Testing	Open		03/31/2022	04/22/2022	03/31/2022			36.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Lab Processing Fees - WP Lab Expense - Outside Testing		1.0000	EA	36.0000	36.00			
	<i>G/L Account</i>			<i>Project</i>				<i>Amount</i>	
	61-4611-3106 (Water and Sewer Fund-Water Treatment Plant-Other consulting services)							36.00	
	Invoice Items			1					



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
I9505715	WP Lab Expense - Outside Testing	Open		03/31/2022	04/22/2022	03/31/2022			120.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Lab Processing Fees - WP Lab Expense - Outside Testing		1.0000	EA	120.0000	120.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4611-3106 (Water and Sewer Fund-Water Treatment Plant-Other consulting services)							120.00	
	Invoice Items			1					
Vendor 4580 - PACE ANALYTICAL SERVICES, LLC Totals					Invoices		2		\$156.00
Vendor 4473 - PALMER TRUCKS									
EFP44258	Credit on return	Open		04/08/2022	04/22/2022	04/08/2022			(89.45)
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Credit for return		1.0000	EA	(89.4500)	(89.45)			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2401 (Water and Sewer Fund-Utility Department-Vehicle parts & supplies)				4300 2015 HYDRO (4300-2015 Hydro-Excavation Trailer)			(89.45)	
	Invoice Items			1					
Vendor 4473 - PALMER TRUCKS Totals					Invoices		1		(\$89.45)
Vendor 2729 - PILSON AUTO CENTER OF CHARLESTON INC									
532797	Sensor for squad car	Open		04/08/2022	04/22/2022	04/08/2022			21.88
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Sensor for squad car		1.0000	EA	21.8800	21.88			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-2401 (General Fund-Police Department-Vehicle parts & supplies)				4144 (2020 Ford Explorer)			21.88	
	Invoice Items			1					
Vendor 2729 - PILSON AUTO CENTER OF CHARLESTON INC Totals					Invoices		1		\$21.88
Vendor 3535 - PIONEER MFG. CO. / PIONEER ATHLETICS									
829814	Paint supplies - MAINT	Open		04/06/2022	04/22/2022	04/06/2022			919.55
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Park maintenance materials - Paint supplies - MAINT		1.0000	EA	919.5500	919.55			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4194-2513 (General Fund-Parks & Maintenance Department-Park maintenance materials)							919.55	
	Invoice Items			1					
Vendor 3535 - PIONEER MFG. CO. / PIONEER ATHLETICS Totals					Invoices		1		\$919.55



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 1712 - RAINBOW SEAMLESS GUTTERING									
04 01 2022	Gutters @ Pool/MAINTENANCE	Open		01/04/2022	04/22/2022	04/01/2022			291.50
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Other repair & maintenance - Gutters @ Pool/MAINTENANCE		1.0000	EA	291.5000	291.50			
	G/L Account				Project			Amount	
	11-4194-3599 (General Fund-Parks & Maintenance Department-Other repair & maintenance)							291.50	
	Invoice Items			1					
Vendor 1712 - RAINBOW SEAMLESS GUTTERING Totals						Invoices	1		\$291.50
Vendor 1719 - RAY O'HERRON CO INC									
2185417	Shirts-pants-led light-Tee-Battery/POLICE	Open		04/04/2022	04/22/2022	04/04/2022			508.93
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Uniforms / PD - Shirts-pants-led light-Tee-Battery/POLICE		1.0000	EA	508.9300	508.93			
	G/L Account				Project			Amount	
	11-4210-2701 (General Fund-Police Department-Uniforms)							508.93	
	Invoice Items			1					
Vendor 1719 - RAY O'HERRON CO INC Totals						Invoices	2		\$968.93
Vendor 2208 - RESOURCE MANAGEMENT ASSOCIATES									
22052	FF Candidate Exam/CLERK	Open		04/04/2022	04/22/2022	04/04/2022			1,509.67
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number	
	Testing police & fire candidates - FF Candidate Exam/CLERK		1.0000	EA	1,509.6700	1,509.67			
	G/L Account				Project			Amount	
	11-4002-3007 (General Fund-City Clerk-Testing - police & fire)							1,509.67	
	Invoice Items			1					
Vendor 2208 - RESOURCE MANAGEMENT ASSOCIATES Totals						Invoices	1		\$1,509.67
Vendor 3967 - REX VAULT SERVICE INC.									



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Invoice Number	Invoice Description	Status	Held Reason		Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0921868	1500 Gallon Holding tank	Open			04/04/2022	04/22/2022	04/04/2022			1,000.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Water tank - 1500 Gallon Holding tank		1.0000	EA	1,000.0000	1,000.00				
	G/L Account					Project		Amount		
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)					PW 21 26 (Loxa Restroom Facility)			1,000.00	
	Invoice Items					1				
Vendor 3967 - REX VAULT SERVICE INC. Totals Invoices 1 \$1,000.00										
Vendor 2902 - SCHAEFFER MANUFACTURING COMPANY										
RER2366-INV1	Grease for Equipment/UTILITY	Open			03/31/2022	04/22/2022	03/31/2022			667.80
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Fuel & Oil - Grease for Equipment/UTILITY		1.0000	EA	667.8000	667.80				
	G/L Account					Project		Amount		
	61-4610-2201 (Water and Sewer Fund-Utility Department-Fuel & oil)							667.80		
	Invoice Items					1				
Vendor 2902 - SCHAEFFER MANUFACTURING COMPANY Totals Invoices 1 \$667.80										
Vendor 1755 - SCHULTE SUPPLY INC										
S1182281.002	WM & Irrigation for Sister City II/UTILITY	Open			04/05/2022	04/22/2022	04/05/2022			7,960.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Watermain materials/ UTILITY - WM & Irrigation for Sister City II/UTILITY		1.0000	EA	7,960.0000	7,960.00				
	G/L Account					Project		Amount		
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							7,960.00		
	Invoice Items					1				
S1182321.001	4" SDR21/UTILITY	Open			04/05/2022	04/22/2022	04/05/2022			3,213.00
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Watermain materials/ UTILITY - 4" SDR21/UTILITY		1.0000	EA	3,213.0000	3,213.00				
	G/L Account					Project		Amount		
	61-4610-2510 (Water and Sewer Fund-Utility Department-Watermain materials)							3,213.00		
	Invoice Items					1				
S1182647.001	WM Nut Ratchet Wrenches/UTILITY	Open			04/05/2022	04/22/2022	04/05/2022			419.85
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number		
	Hand Tools / UTILITY - WM Nut Ratchet Wrenches/UTILITY		1.0000	EA	419.8500	419.85				
	G/L Account					Project		Amount		



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S1182647.001	WM Nut Ratchet Wrenches/UTILITY	Open		04/05/2022	04/22/2022	04/05/2022			419.85
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	61-4610-2801 (Water and Sewer Fund-Utility Department-Hand tools)							419.85	
	Invoice Items			1					
S1184024.001	6" SDR35/UTILITY	Open		04/05/2022	04/22/2022	04/05/2022			2,772.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Sewer repair materials - 6" SDR35/UTILITY		1.0000	EA	2,772.0000	2,772.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2505 (Water and Sewer Fund-Utility Department-Sewer repair materials)							2,772.00	
	Invoice Items			1					
Vendor 1755 - SCHULTE SUPPLY INC Totals					Invoices	4			\$14,364.85
Vendor 4592 - SETH BREWER									
040422	Uniform reimbursement	Open		04/08/2022	04/22/2022	04/08/2022			96.03
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / PD - Uniform reimbursement		1.0000	EA	96.0300	96.03			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-2701 (General Fund-Police Department-Uniforms)							96.03	
	Invoice Items			1					
Vendor 4592 - SETH BREWER Totals					Invoices	1			\$96.03
Vendor 4187 - BRIAN SIEFFERMAN									
65	Lunch @ Champaign Training/POLICE	Open		03/25/2022	04/22/2022	03/25/2022			17.21
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Travel expense / lodging, fuel, meals - Lunch @ Champaign Training/POLICE		1.0000	EA	17.2100	17.21			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-3707 (General Fund-Police Department-Travel expenses)							17.21	
	Invoice Items			1					
Vendor 4187 - BRIAN SIEFFERMAN Totals					Invoices	1			\$17.21
Vendor 4591 - SITE ONE LANDSCAPE SUPPLY									



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116319382-001	Irrigation materials	Open		04/08/2022	04/22/2022	04/08/2022			2,402.94
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Irrigation supplies/MFT - Irrigation materials		1.0000	EA	2,402.9400	2,402.94			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26 (MFT Section 20-00119-00-PV Community Drive)			2,402.94	
				Invoice Items	1				
Vendor 4591 - SITE ONE LANDSCAPE SUPPLY Totals					Invoices	1			\$2,402.94
Vendor 1786 - SPRINGFIELD ELECTRIC SUPPLY CO									
S169223.001	Sports complex control wiring	Open		03/04/2022	04/22/2022	03/04/2022			1,483.46
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Electrical Supplies - Sports complex control wiring		1.0000	EA	1,483.4600	1,483.46			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26E (Sister City Complex Electrical)			1,483.46	
				Invoice Items	1				
S7178221.001	Sports complex wire	Open		03/11/2022	04/22/2022	03/11/2022			16,939.69
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Electrical Supplies - Sports complex wire		1.0000	EA	16,939.6900	16,939.69			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26E (Sister City Complex Electrical)			16,939.69	
				Invoice Items	1				
S7178477.001	Sports complex main service conduit-pvc	Open		03/18/2022	04/22/2022	03/18/2022			2,113.80
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Electrical Supplies - Sports complex main service conduit-pvc		1.0000	EA	2,113.8000	2,113.80			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26E (Sister City Complex Electrical)			2,113.80	
				Invoice Items	1				
S7178493.001	Sports complex electrical conduit	Open		03/18/2022	04/22/2022	03/18/2022			11,669.42
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Conduit for Sister City/maint - Sports complex electrical conduit		1.0000	EA	11,669.4200	11,669.42			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26E (Sister City Complex Electrical)			11,669.42	
				Invoice Items	1				



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
S7178199.001	Sports complex Main service wiring	Open		04/08/2022	04/22/2022	04/08/2022			4,211.24
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Electrical Supplies - Sports complex Main service wiring		1.0000	EA	4,211.2400	4,211.24			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4095-4106 (General Fund-Engineering Department-Capital improvement projects)				PW 20 26E (Sister City Complex Electrical)			4,211.24	
	Invoice Items			1					
Vendor 1786 - SPRINGFIELD ELECTRIC SUPPLY CO Totals					Invoices	5			\$36,417.61
Vendor 4524 - STREICHER'S									
S1457929	Carrier/POLICE	Open		04/08/2022	04/22/2022	04/08/2022			220.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Uniforms / PD - Carrier/POLICE		1.0000	EA	220.9900	220.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-2701 (General Fund-Police Department-Uniforms)							220.99	
	Invoice Items			1					
Vendor 4524 - STREICHER'S Totals					Invoices	1			\$220.99
Vendor 3505 - STRYKER SALES CORPORATION									
3718568M	storage mat/FD	Open		03/29/2022	04/22/2022	03/29/2022			215.99
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	First Aid Supplies - storage mat/FD		1.0000	EA	215.9900	215.99			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4221-2106 (General Fund-Fire Department-First aid supplies)							215.99	
	Invoice Items			1					
Vendor 3505 - STRYKER SALES CORPORATION Totals					Invoices	1			\$215.99
Vendor 1833 - THOMPSON COLLISION PARTS									
527277	Tail Lamp Retainer(6)/W/S GARAGE	Open		04/07/2022	04/22/2022	04/07/2022			7.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Vehicle parts and supplies - Tail Lamp Retainer (6)/W/S GARAGE		1.0000	EA	7.0000	7.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			7.00	
	Invoice Items			1					



# Accounts Payable Invoice Report - Council

## 04/19/2022

Invoice Due Date Range 04/09/22 - 04/22/22

Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason		Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount	
527278	Connectors/W/S GARAGE	Open			04/07/2022	04/22/2022	04/07/2022			6.87	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number			
	Vehicle parts and supplies - Connectors/W/S GARAGE		1.0000	EA	6.8700	6.87					
	G/L Account				Project			Amount			
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			6.87			
	Invoice Items				1						
527316	Tail Lamp Retianer/W/S GARAGE	Open			04/08/2022	04/22/2022	04/08/2022			14.00	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number			
	Vehicle parts and supplies - Tail Lamp Retianer/W/S GARAGE		1.0000	EA	14.0000	14.00					
	G/L Account				Project			Amount			
	61-4311-2401 (Water and Sewer Fund-City Garage-Vehicle parts & supplies)				0000 (0000 - Misc. Equip.)			14.00			
	Invoice Items				1						
Vendor 1833 - THOMPSON COLLISION PARTS Totals										Invoices 3	\$27.87
Vendor 2620 - THOMSON REUTERS - WEST											
846104645	April Monthly Westlaw Usage/ATTORNEY	Open			04/01/2022	04/22/2022	04/01/2022			526.47	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number			
	Subscriptions - April Monthly Westlaw Usage/ATTORNEY		1.0000	EA	526.4700	526.47					
	G/L Account				Project			Amount			
	11-4052-2005 (General Fund-City Attorney's Office-Subscriptions)							526.47			
	Invoice Items				1						
Vendor 2620 - THOMSON REUTERS - WEST Totals										Invoices 1	\$526.47
Vendor 1860 - USA BLUE BOOK											
909471	WW Lab Supplies	Open			03/14/2022	04/22/2022	03/14/2022			4,459.66	
P.O. Number	Item Description		Quantity	U/M	Amount/Unit	Total Amount	Vendor Catalog Part Number	Contract Number			
	Lab supplies / WWTP - WW Lab Supplies		1.0000	EA	4,459.6600	4,459.66					
	G/L Account				Project			Amount			
	61-4621-2105 (Water and Sewer Fund-Waste Water Treatment Plant-Laboratory supplies)							4,459.66			
	Invoice Items				1						
Vendor 1860 - USA BLUE BOOK Totals										Invoices 1	\$4,459.66

Vendor 1868 - VERIZON WIRELESS



# Accounts Payable Invoice Report - Council

## 04/19/2022

Invoice Due Date Range 04/09/22 - 04/22/22

Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
9902708950	GPS Unit/UTILITY	Open		03/25/2022	04/22/2022	03/25/2022			10.02
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Cell phone service - GPS Unit/UTILITY		1.0000	EA	10.0200	10.02			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-3402 (Water and Sewer Fund-Utility Department-Cell phone expense)							10.02	
	Invoice Items			1					
Vendor 1868 - VERIZON WIRELESS Totals					Invoices	1			\$10.02
Vendor 2159 - Vermeer Sales & Service of Central Illinois, Inc.									
PB7356	8" Backreamer/UTILITY	Open		03/25/2022	04/22/2022	03/25/2022			2,616.05
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Operating Equipment - 8" Backreamer/UTILITY		1.0000	EA	2,616.0500	2,616.05			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-4399 (Water and Sewer Fund-Utility Department-Operating equipment)				0745 (0745 2009 Trailer)			2,616.05	
	Invoice Items			1					
Vendor 2159 - Vermeer Sales & Service of Central Illinois, Inc. Totals					Invoices	1			\$2,616.05
Vendor 1877 - WALMART									
03/19/22	Finance Charge March 2022	Open		04/08/2022	04/22/2022	04/08/2022			1.61
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Administration fee - Finance Charge March 2022		1.0000	EA	1.6100	1.61			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4004-3106 (General Fund-Comptroller's Office-Other consulting services)							1.61	
	Invoice Items			1					
7905	SECICTA Meeting/ADMINISTRATION	Open		03/09/2022	04/22/2022	03/09/2022			65.47
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Public relations - SECICTA Meeting/ADMINISTRATION		1.0000	EA	65.4700	65.47			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4001-3009 (General Fund-Administration & Boards- Manager-Public relations)							65.47	
	Invoice Items			1					



# Accounts Payable Invoice Report - Council

## 04/19/2022

Invoice Due Date Range 04/09/22 - 04/22/22

Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
3842	Batteries & Pens/UTILITY	Open		04/06/2022	04/22/2022	04/06/2022			63.10
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Office supplies / UTILITY - Batteries & Pens/UTILITY		1.0000	EA	63.1000	63.10			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4610-2001 (Water and Sewer Fund-Utility Department-Office supplies)							63.10	
	<i>Invoice Items</i>			1					
Vendor 1877 - WALMART Totals					Invoices	3			\$130.18
Vendor 3964 - WATTS COPY SYSTEM INC - DALLAS, TX									
31351171	Standard Payment/POLICE	Open		03/30/2022	04/22/2022	03/30/2022			104.48
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of office equipment - Standard Payment/POLICE		1.0000	EA	104.4800	104.48			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-3507 (General Fund-Police Department-Repair of office equipment)							104.48	
	<i>Invoice Items</i>			1					
Vendor 3964 - WATTS COPY SYSTEM INC - DALLAS, TX Totals					Invoices	1			\$104.48
Vendor 4579 - WILLIAMS BROTHERS CONSTRUCTION, INC									
Pay App #2	Nutrient Removal Project/WWTP	Open		03/31/2022	04/22/2022	03/31/2022			232,449.01
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Building & improvements / LIBRARY - Nutrient Removal Project/WWTP		1.0000	EA	232,449.0100	232,449.01			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-4199 (Water and Sewer Fund-Waste Water Treatment Plant-Building & improvements)				PW 18 18 (Nutrient Removal at WWTP)			232,449.01	
	<i>Invoice Items</i>			1					
Pay App #3	Nutrient Removal Project/WWTP	Open		03/31/2022	04/22/2022	03/31/2022			26,923.77
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Building & Improvements - Nutrient Removal Project/WWTP		1.0000	EA	26,923.7700	26,923.77			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	61-4621-4199 (Water and Sewer Fund-Waste Water Treatment Plant-Building & improvements)				PW 18 18 (Nutrient Removal at WWTP)			26,923.77	
	<i>Invoice Items</i>			1					
Vendor 4579 - WILLIAMS BROTHERS CONSTRUCTION, INC Totals					Invoices	2			\$259,372.78
Vendor 1893 - XEROX CORPORATION - IS 719628943									



# Accounts Payable Invoice Report - Council

## 04/19/2022

Invoice Due Date Range 04/09/22 - 04/22/22

Report By Vendor - Invoice

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
230453175	Copier Contract/IS	Open		04/04/2022	04/22/2022	04/04/2022			223.82
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Other consulting services - Copier Contract/IS		1.0000	EA	223.8200	223.82			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4060-3106 (General Fund-Information Services-Other consulting services)							223.82	
	Invoice Items			1					
Vendor 1893 - XEROX CORPORATION - IS 719628943 Totals					Invoices		1		\$223.82
Vendor 3958 - XTREME ARMOR									
8159	Spray on bed liner - PD	Open		04/08/2022	04/22/2022	04/08/2022			425.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Repair of vehicles - Spray on bed liner - PD		1.0000	EA	425.0000	425.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	11-4210-4299 (General Fund-Police Department-Vehicles & service equipment)				0295 (2021 Ford F 150)			425.00	
	Invoice Items			1					
Vendor 3958 - XTREME ARMOR Totals					Invoices		1		\$425.00
Vendor RANDY LOVELL									
2002869.002	'No Cooking' class refund - REC	Open		04/06/2022	04/22/2022	04/06/2022			45.00
<i>P.O. Number</i>	<i>Item Description</i>		<i>Quantity</i>	<i>U/M</i>	<i>Amount/Unit</i>	<i>Total Amount</i>	<i>Vendor Catalog Part Number</i>	<i>Contract Number</i>	
	Program refunds - REC - 'No Cooking' class refund - REC		1.0000	EA	45.0000	45.00			
	<i>G/L Account</i>				<i>Project</i>			<i>Amount</i>	
	22-4510-3801 (Playground & Recreation Fund-Recreation Programs-Program income)				REC 1004 3180 (No-Bake Cooking Class)			45.00	
	Invoice Items			1					
Vendor RANDY LOVELL Totals					Invoices		1		\$45.00
Grand Totals					Invoices		272		\$590,202.69

**City Council Regular Meeting**

4)

**Meeting Date:** 04/19/2022

**Submitted For:** Heather Kuykendall, Comptroller

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**\*COMPTROLLER'S REPORT:** March 2022.

**STAFF RECOMMENDATION:**

Approve.

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**Attachments**

Comptroller's Report: March 2022.

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**CITY OF CHARLESTON  
OFFICE OF THE COMPTROLLER  
MONTHLY COMPTROLLER'S REPORT  
MARCH 31, 2022**

CITY OF CHARLESTON  
OFFICE OF THE COMPTROLLER  
MONTHLY INVESTMENT REPORT

FOR THE MONTH ENDING MARCH 31, 2022

<u>FUND</u>	<u>BEGINNING BALANCE</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>TRANSFER IN (OUT)</u>	<u>ENDING BALANCE</u>	****	****
						<u>REVERSAL OF INTERFUND LOANS</u>	<u>BALANCE</u>
GENERAL FUND	\$ 10,281,060	\$ 1,170,616	\$ 1,112,869	\$ -	\$ 10,338,807	\$ 150,000	\$ 10,488,807
PLAYGROUND AND RECREATION	143,097	52,048	91,275	-	103,870	-	103,870
HEALTH SELF INSURANCE FUND	410,529	130,175	60,343	-	480,361	-	480,361
DRUG TRAFFIC PREVENTION	18,966	692	-	-	19,658	-	19,658
MOTOR FUEL TAX	1,563,436	357,209	19,227	-	1,901,418	-	1,901,418
TAX INCREMENT FINANCING	122,803	-	-	-	122,803	(150,000)	(27,197)
DEBT SERVICE	28,618	-	340	-	28,278	-	28,278
WATER/SEWER FUND	3,977,202	505,240	225,545	-	4,256,897	-	4,256,897
TOTALS- CASH BASIS	16,545,711	2,215,980	1,509,599	-	17,252,092	-	17,252,092
CASH TO ACCRUAL ADJUSTMENT		80,915	(30,866)				
TOTALS - ACCRUAL BASIS		<u>\$ 2,296,895</u>	<u>\$ 1,478,733</u>				

\*\*\*\* Optional reporting provided for additional information.

CITY OF CHARLESTON  
OFFICE OF THE COMPTROLLER  
CASH DISPOSITION REPORT

FOR THE MONTH ENDING MARCH 31, 2022

<u>FUND</u>	<u>CASH IN BANK</u>	<u>INVESTMENTS</u>	<u>TOTAL</u>
GENERAL	\$ 6,300,916	\$ 4,037,891	\$ 10,338,807
PLAYGROUND AND RECREATION	66,050	37,820	103,870
HEALTH SELF INSURANCE FUND	480,361	-	480,361
DRUG TRAFFIC PREVENTION	19,658	-	19,658
MOTOR FUEL TAX	1,901,418	-	1,901,418
TAX INCREMENT FINANCING	122,803	-	122,803
DEBT SERVICE	28,278	-	28,278
WATER/SEWER FUND	<u>3,331,601</u>	<u>925,296</u>	<u>4,256,897</u>
TOTAL	<u>\$ 12,251,085</u>	<u>\$ 5,001,007</u>	<u>\$ 17,252,092</u>

CITY OF CHARLESTON  
OFFICE OF THE COMPTROLLER  
MONTHLY BUDGET REPORT- ACCRUAL BASIS  
  
FOR THE MONTH ENDING MARCH 31, 2022

REVENUES						
<u>FUND</u>	<u>MONTH</u>	<u>YEAR TO DATE</u>	<u>ANNUAL BUDGET</u>	<u>% OF BUDGET</u>	<u>ENTIRE PRIOR YEAR</u>	<u>% OF PRIOR YEAR</u>
GENERAL FUND	\$ 1,357,463	\$ 14,665,956	\$ 16,427,008	89%	\$ 15,196,377	97%
PLAYGROUND AND RECREATION	33,944	540,557	629,294	86%	250,012	216%
HEALTH SELF INSURANCE	138,081	1,494,811	1,773,890	84%	1,565,476	95%
DRUG TRAFFIC PREVENTION	692	17,176	6,010	286%	4,674	367%
MOTOR FUEL TAX	291,150	1,207,114	1,343,564	90%	1,536,988	79%
RECREATIONAL LAND FUND	-	(29)	200	-15%	83	-35%
TAX INCREMENT FINANCING	-	203,758	191,961	106%	191,915	106%
DEBT SERVICE	-	591,893	589,498	100%	583,999	101%
WATER/SEWER FUND	475,565	5,609,004	8,316,536	67%	6,052,330	93%
TOTALS	\$ 2,296,895	\$ 24,330,240	\$ 29,277,961	83%	\$ 25,381,854	96%

EXPENDITURES						
<u>FUND</u>	<u>MONTH</u>	<u>YEAR TO DATE</u>	<u>ANNUAL BUDGET</u>	<u>% OF BUDGET</u>	<u>ENTIRE PRIOR YEAR</u>	<u>% OF PRIOR YEAR</u>
GENERAL FUND	\$ 1,011,680	\$ 12,426,314	\$ 16,427,008	76%	\$ 13,364,584	93%
PLAYGROUND AND RECREATION	73,426	570,668	679,478	84%	248,244	230%
HEALTH SELF INSURANCE	67,470	1,163,440	1,523,121	76%	1,368,013	85%
DRUG TRAFFIC PREVENTION	-	1,071	2,000	54%	1,191	90%
MOTOR FUEL TAX	29,211	625,486	888,894	70%	894,364	70%
RECREATIONAL LAND FUND	-	15,333	-	0%	-	0%
TAX INCREMENT FINANCING	600	86,166	133,022	65%	237,006	36%
DEBT SERVICE	-	588,866	589,498	100%	582,686	101%
WATER/SEWER FUND	296,346	4,304,703	7,367,494	58%	4,426,362	97%
TOTALS	\$ 1,478,733	\$ 19,782,047	\$ 27,610,515	72%	\$ 21,122,450	94%

**City Council Regular Meeting**

5)

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

\***RAFFLE LICENSE:** Midwest Select Softball on Fridays at 7:00 p.m. from May 20, 2022, to December 30, 2022, at Charleston Moose Lodge, 615 7th Street, to raise money for Midwest Select Softball tournaments, uniforms, and practice equipment.

**STAFF RECOMMENDATION:**

Approve.

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**Attachments**

Midwest Select Softball weekly drawings from 5-20-22 to 12-30-22 at Moose Lodge.

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## APPLICATION for RAFFLE LICENSE

### 1. Applicant is (Please check appropriate Box):

☐ **Business Organization**—A voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community.

☐ **Charitable Organization**—An organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer benefit on the public.

☐ **Educational Organization**—An organization or institution organized and operated to provide systematic institution and useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax supported schools.

☐ **Fraternal Organization**—An organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.

☐ **Labor Organization**—An organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

☐ **Law Enforcement Agency**—An agency of the state or a unit of local government in the state that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances.

☒ **Nonprofit Organization**—An organization or institution organized and conducted on a not for profit basis with no personal profit inuring to anyone as a result of the operation.

☐ **Religious Organization**—Any church, congregation, society, or organization founded for the purpose of religious worship.

☐ **Veterans Organization**—An organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows, or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

2. License Fee: \$10.00 (Cash or Check Payable to the City of Charleston.)

3. Name of Organization: Midwest Select Softball

Local Address: 16490 Forest View Dr. Charleston, IL 61920

Date Organization Commenced Operating: 7/27/21

4. Purpose of raffle (describe in detail how funds raised will be used.): \_\_\_\_\_

To raise money for tournaments, uniforms, & practice equipment

5. Date raffle chance sale commences: 5-20-22

Date raffle chance sale terminates: 12-30-22

6. Area or Areas where raffle chances will be sold or issued: \_\_\_\_\_

Charleston Moose - 615 7th St. Charleston, IL 61920

7. Date and time of determination of winning chance or chances: \_\_\_\_\_

Fridays at 7pm 5/19/2023

8. Location where winning chances will be determined: \_\_\_\_\_

Charleston Moose Lodge - 615 7th Street Charleston, IL 61920

9. Name, address and phone number of person making this application: R. Lance Hogan

16490 Forest View Dr. Charleston, IL (217) 218-9061

#### INELIGIBILITY FOR LICENSE:

No license shall be issued to any of the following:

A. Any person who has been convicted of a felony that will impair the person's ability to engage in the licensed position?

B. Any person who is or has been a professional gambler or professional gambling promoter.

C. Any person who is not of good moral character.

D. Any organization in which a person defined in subsection A, B or C of this section has a proprietary, equitable or credit interest, or in which such a person is active or employed.

E. Any organization in which a person defined in subsection A, B, or C of this section is an officer, director or employee, whether compensated or not.

F. Any organization in which a person defined in subsection A, B or C of this section is to participate in the management or operation of a raffle.

C. The licensee shall report promptly after the conclusion of each raffle to its membership, or if there are no members to its governing board, and to the City its gross receipts, expenses and net proceeds from raffles, and the distribution of net proceeds itemized as required by this chapter.

D. Records required by this section shall be preserved for three (3) years, and licensees shall make available their records relating to operation of raffles for public inspection at reasonable times and places.

**PENALTY:**

Any person guilty of any violation under this chapter shall be fined not less than one dollar (\$1.00) and not more than five hundred dollars (\$500.00) for each violation.

## WAIVER OF BOND REQUEST

midwest Select Softball

Name of Organization

WE, the MEMBERS or if no members, the GOVERNING BOARD of the above-named Organization request the waiver of a fidelity bond. Said request for waiver shall be approved by unanimous vote of the City Council.

Date 4-12-22

R. Lance Hogan

Organization Presiding Officer

Amy Eastman

Organization Secretary (or high officer)

## ATTESTATION OF NOT-FOR-PROFIT CHARACTER OF ORGANIZATION

We, the undersigned Presiding Officer and Secretary hereby swear that the above-named organization is a not-for-profit entity.

R. Lance Hogan

Organization Presiding Officer

Amy Eastman

Organization Secretary

City of Charleston  
520 Jackson Ave  
Charleston, IL 61920  
217-345-8430

Water Department  
Date: 04/12/2022  
Receipt: 2022-00018942  
Received From: MID WEST SELECT  
SOFTBALL

Raffle Permits	10.00
Receipt Total	10.00
Total Cash	20.00
Total Remitted	20.00
Change	(10.00)
Total Received	10.00

Thank you!

**City Council Regular Meeting**

6)

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

\***RAFFLE LICENSE:** The Corner Spot, 601 Monroe Avenue, to raise funds for a diaper drive, April 16, 2022, at 7:00 p.m.--winner to be announced April 18, 2022.

**STAFF RECOMMENDATION:**

---

**Attachments**

Raffle License: The Corner Spot Diaper Drive & Raffle on 04/16/2022.

---

## APPLICATION for RAFFLE LICENSE

**1. Applicant is (Please check appropriate Box):**

☒ **Business Organization**—A voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community.

☐ **Charitable Organization**—An organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer benefit on the public.

☐ **Educational Organization**—An organization or institution organized and operated to provide systematic institution and useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax supported schools.

☐ **Fraternal Organization**—An organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.

☐ **Labor Organization**—An organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

☐ **Law Enforcement Agency**—An agency of the state or a unit of local government in the state that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances.

☐ **Nonprofit Organization**—An organization or institution organized and conducted on a not for profit basis with no personal profit inuring to anyone as a result of the operation.

☐ **Religious Organization**—Any church, congregation, society, or organization founded for the purpose of religious worship.

☐ **Veterans Organization**—An organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows, or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

2. License Fee: \$10.00 (Cash or Check Payable to the City of Charleston.)

3. Name of Organization: The Corner Spot: Indoor Flea Market

Local Address: 601 Monroe Avenue, Charleston IL, 61920

Date Organization Commenced Operating: January 1st, 2021

4. Purpose of raffle (describe in detail how funds raised will be used.): We are having a diaper drive and for each donated item (diapers, wipes, formula) the person enters for a chance to win a \$10-\$15 item
5. Date raffle chance sale commences: April 14<sup>th</sup> 10:00am  
Date raffle chance sale terminates: April 16<sup>th</sup> 6:00pm
6. Area or Areas where raffle chances will be sold or issued: The Corner Spot @ 601 Monroe Avenue
7. Date and time of determination of winning chance or chances: Determined Saturday April 16<sup>th</sup> @ 7:00pm and announced Monday, April 18<sup>th</sup>
8. Location where winning chances will be determined: The Corner Spot @ 601 Monroe Avenue
9. Name, address and phone number of person making this application: Lydia-Mary Livingston (217) 508-3762 601 Monroe Ave, Apt 8

**INELIGIBILITY FOR LICENSE:**

No license shall be issued to any of the following:

- A. Any person who has been convicted of a felony that will impair the person's ability to engage in the licensed position?
- B. Any person who is or has been a professional gambler or professional gambling promoter.
- C. Any person who is not of good moral character.
- D. Any organization in which a person defined in subsection A, B or C of this section has a proprietary, equitable or credit interest, or in which such a person is active or employed.
- E. Any organization in which a person defined in subsection A, B, or C of this section is an officer, director or employee, whether compensated or not.
- F. Any organization in which a person defined in subsection A, B or C of this section is to participate in the management or operation of a raffle.

C. The licensee shall report promptly after the conclusion of each raffle to its membership, or if there are no members to its governing board, and to the City its gross receipts, expenses and net proceeds from raffles, and the distribution of net proceeds itemized as required by this chapter.

D. Records required by this section shall be preserved for three (3) years, and licensees shall make available their records relating to operation of raffles for public inspection at reasonable times and places.

**PENALTY:**

Any person guilty of any violation under this chapter shall be fined not less than one dollar (\$1.00) and not more than five hundred dollars (\$500.00) for each violation.

## WAIVER OF BOND REQUEST

The Corner Spot ; Indoor Flea Market  
Name of Organization

WE, the MEMBERS or if no members, the GOVERNING BOARD of the above-named Organization request the waiver of a fidelity bond. Said request for waiver shall be approved by unanimous vote of the City Council.

Date April 12<sup>th</sup>, 2022

[Signature]  
Organization Presiding Officer

[Signature]  
Organization Secretary (or high officer)

## ATTESTATION OF NOT-FOR-PROFIT CHARACTER OF ORGANIZATION

We, the undersigned Presiding Officer and Secretary hereby swear that the above-named organization is a not-for-profit entity.

[Signature]  
Organization Presiding Officer

[Signature]  
Organization Secretary

City of Charleston  
520 Jackson Ave  
Charleston, IL 61920  
217-345-8430

Water Department  
Date: 04/13/2022  
Receipt: 2022-00019009  
Received From: THE CONNER  
SPOT

Raffle Permits	10.00
	-----
Receipt Total	10.00
Total Charge	10.00
	-----
Total Remitted	10.00
	-----
Total Received	10.00

Thank you!

Customer Copy

**City Council Regular Meeting**

7)

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

\***RAFFLE LICENSE:** Charleston Elks Lodge #623 on April 30, 2022, at 720 6th Street, to raise funds for hospital expenses for the Ma'laya White Benefit.

**STAFF RECOMMENDATION:**

Approve.

---

**Attachments**

Raffle License: Charleston Elks Lodge #623 on 4/30/2022 to raise funds for hospital expenses.

---

## APPLICATION for RAFFLE LICENSE

**1. Applicant is (Please check appropriate Box):**

☐ **Business Organization**—A voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial and civic interests of a community.

☒ **Charitable Organization**—An organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer benefit on the public.

☐ **Educational Organization**—An organization or institution organized and operated to provide systematic institution and useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax supported schools.

☒ **Fraternal Organization**—An organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those that otherwise would be cared for by the government.

☐ **Labor Organization**—An organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

☐ **Law Enforcement Agency**—An agency of the state or a unit of local government in the state that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances.

☒ **Nonprofit Organization**—An organization or institution organized and conducted on a not for profit basis with no personal profit inuring to anyone as a result of the operation.

☐ **Religious Organization**—Any church, congregation, society, or organization founded for the purpose of religious worship.

☐ **Veterans Organization**—An organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows, or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.

2. License Fee: \$10.00 (Cash or Check Payable to the City of Charleston.)

3. Name of Organization: Charleston EIKS #623

Local Address: 720 6th St

Date Organization Commenced Operating: 4/30/22

4. Purpose of raffle (describe in detail how funds raised will be used.): \_\_\_\_\_

Ma'laya White Benefit  
proceeds to family for hospital expenses

5. Date raffle chance sale commences: 4/15/22

Date raffle chance sale terminates: 4/30/22

6. Area or Areas where raffle chances will be sold or issued: \_\_\_\_\_

Elks lodge & surrounding area

7. Date and time of determination of winning chance or chances: \_\_\_\_\_

4/30/22

8. Location where winning chances will be determined: \_\_\_\_\_

Charleston Elks #623

9. Name, address and phone number of person making this application: 4/15/22

~~022~~ Angie Brown 2805 McKinley Ave Charleston, W. Va. 25302  
217-218-0249

**INELIGIBILITY FOR LICENSE:**

No license shall be issued to any of the following:

A. Any person who has been convicted of a felony that will impair the person's ability to engage in the licensed position?

B. Any person who is or has been a professional gambler or professional gambling promoter.

C. Any person who is not of good moral character.

D. Any organization in which a person defined in subsection A, B or C of this section has a proprietary, equitable or credit interest, or in which such a person is active or employed.

E. Any organization in which a person defined in subsection A, B, or C of this section is an officer, director or employee, whether compensated or not.

F. Any organization in which a person defined in subsection A, B or C of this section is to participate in the management or operation of a raffle.

C. The licensee shall report promptly after the conclusion of each raffle to its membership, or if there are no members to its governing board, and to the City its gross receipts, expenses and net proceeds from raffles, and the distribution of net proceeds itemized as required by this chapter.

D. Records required by this section shall be preserved for three (3) years, and licensees shall make available their records relating to operation of raffles for public inspection at reasonable times and places.

**PENALTY:**

Any person guilty of any violation under this chapter shall be fined not less than one dollar (\$1.00) and not more than five hundred dollars (\$500.00) for each violation.

## WAIVER OF BOND REQUEST

Charleston Elks #623

Name of Organization

WE, the MEMBERS or if no members, the GOVERNING BOARD of the above-named Organization request the waiver of a fidelity bond. Said request for waiver shall be approved by unanimous vote of the City Council.

Date 4/13/22

Amanda Harmon  
Organization Presiding Officer

Michelle Swope  
Organization Secretary (or high officer)

## ATTESTATION OF NOT-FOR-PROFIT CHARACTER OF ORGANIZATION

We, the undersigned Presiding Officer and Secretary hereby swear that the above-named organization is a not-for-profit entity.

Amanda Harmon  
Organization Presiding Officer

Michelle Swope  
Organization Secretary

City of Charleston  
520 Jackson Ave  
Charleston, IL 61920  
217-345-8430

Water Department  
Date: 04/14/2022  
Receipt: 2022-00019243  
Received From: angie brown

Raffle Permits	10.00
	-----
Receipt Total	10.00
Total Cash	10.00
	-----
Total Remitted	10.00
	-----
Total Received	10.00

Thank you!

**City Council Regular Meeting**

**8)**

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**\*PROCLAMATION:** Recognizing the week of April 24-30, 2022, as National Volunteer Week.

**STAFF RECOMMENDATION:**

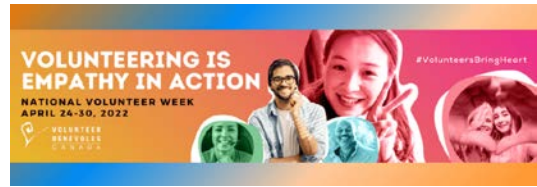
Approve.

---

**Attachments**

Proclamation: Recognizing April 24-30, 2022, as National Volunteer Week.

---



## *A Proclamation by the Mayor of the City of Charleston*

**WHEREAS**, volunteerism strengthens communities, improves social problems, and enhances the overall quality of life for all citizens; and

**WHEREAS**, experience teaches us that government alone cannot solve all of our social problems or meet all of our opportunities, so we have focused on partnerships with businesses, faith-based organizations, nonprofit organizations, and citizens; and

**WHEREAS**, volunteering changes the lives of volunteers in a positive way, increasing self-confidence, self-esteem and physical wellbeing; offering the chance to meet new friends and associates; and providing opportunities to learn new skills and abilities; and

**WHEREAS**, the City of Charleston, Illinois, recognizes that volunteering improves our quality of life and increases community participation and ownership; and volunteers are vital to our future as a desirable, caring and productive city;

**NOW, THEREFORE, DO, I, Brandon Combs, Mayor of the City of Charleston**, hereby proclaim that the week of April 24-30, 2022, be hereby recognized as National Volunteer Week in the City of Charleston.

**BE IT FURTHER RESOLVED THAT** the National Volunteer Week theme for 2022, **Volunteering is Empathy in Action**, affirms the strong connection between volunteerism and empathy. This profoundly human connection is at the heart of healthier individuals and stronger communities.

Witness my hand and Great Seal of the City of Charleston.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**City Council Regular Meeting**

9)

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**\*PROCLAMATION:** Recognizing the Month of May as Mental Health Awareness Month 2022.

**STAFF RECOMMENDATION:**

Approve.

---

**Attachments**

Proclamation: Recognizing May as Mental Health Awareness Month 2022.

---



## ***A Proclamation by the Mayor of the City of Charleston***

***Whereas,** 2022 marks the 73<sup>rd</sup> year that Mental Health America and its affiliates have led the observance of May as Mental Health Month; and*

***Whereas,** mental illness is a range of conditions and disorders that affect your mood, thinking and behavior; and*

***Whereas,** one in four adults will experience some form of mental illness per year, and 46.2% will experience mental illness in their lifetime; and*

***Whereas,** all Americans experience times of difficulty and stress in their lives, and should feel comfortable in seeking help and support to manage these times; and*

***Whereas,** mental illnesses are real and prevalent in our nation; and*

***Whereas,** with early and effective treatment before Stage 4, all individuals with mental illnesses—even serious mental illnesses—can make progress toward recovery and lead full, productive lives; and*

***Whereas,** each business, school, government agency, healthcare provider, organization, and citizen feels the effects of mental illnesses and has a responsibility to promote mental wellness and support prevention and treatments;*

***Therefore do I, Brandon Combs, Mayor of the City of Charleston, hereby proclaim May 2022 as***

### ***Mental Illness Awareness Month in the City of Charleston,***

*And do hereby further call upon the citizens, government agencies, public and private institutions, businesses, and schools in the City of Charleston to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages.*

*Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.*

\_\_\_\_\_  
*Mayor*

*Attest: \_\_\_\_\_*

*City Clerk*

**City Council Regular Meeting**

**10)**

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**\*PROCLAMATION:** Recognizing the Month of May as National Bike Month.

**STAFF RECOMMENDATION:**

Approve.

---

**Attachments**

Proclamation: Recognizing May as National Bike Month 2022.

---

## *Proclamation*

**WHEREAS**, May is National Bike Month and celebrated in communities from coast to coast; and

**WHEREAS**, National Bike Month was established in 1956 and is a chance to showcase the many benefits of bicycling—and encourage more folks to give biking a try; and

**WHEREAS**, National Bike Month is an opportunity to celebrate the unique power of the bicycle and the many reasons we ride; and

**WHEREAS**, bicycling is essential for people without access to cars, who do not want to risk the use of public transit; and

**WHEREAS**, bicycling is essential for people who deliver food, groceries, and other goods; and

**WHEREAS**, bicycling is essential for people who need to get out and be active while maintaining distance from others; and

**WHEREAS**, hundreds of thousands of bicyclists who have participated in typical years will continue to do so through virtual, solo, or safely distanced events in May 2021, and beyond; and

**WHEREAS**, you can still take part in National Bike Month by trying the following:

- Go for a ride—solo!
- Take a photo of yourself and your bike and share it on social media
- Challenge your friends to a photo contest—who can take the best photo of his or her bike leaning next to a tree?
- Create a scavenger hunt in your community and help people discover local sights
- Take a selfie in front of your favorite small businesses!

**WHEREAS**, residents are invited to ride in upcoming events by checking out [www.charlestontourism.org](http://www.charlestontourism.org) and [www.bikeandhike](http://www.bikeandhike) for weekly listings;

**NOW, THEREFORE, I, Brandon Combs, Mayor of the City of Charleston**, do hereby recognize May as National Bike Month in the City of Charleston, and encourage everyone to focus on riding “there” and integrating bicycling into as many aspects of our daily lives as possible.

**In Witness Whereof**, I have set my hand and caused the seal of the City of Charleston to be affixed.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
City Clerk

**City Council Regular Meeting**

**11)**

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**\*PROCLAMATION:** Recognizing the Month of May 2022 as A.B.A.T.E. Motorcycle Awareness Month.

**STAFF RECOMMENDATION:**

Approve.

---

**Attachments**

Proclamation: Recognizing May as A.B.A.T.E. Motorcycle Awareness Month for 2022.

---



## ***A Proclamation by the Mayor of the City of Charleston***

***Whereas,** safety is the highest priority for the highways and streets of our City and State; and*

***Whereas,** the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and*

***Whereas,** motorcycles are a primary, common and economical means of transportation that reduce fuel consumption and road wear, and contribute in a significant way to the relief of traffic and parking congestion; and*

***Whereas,** it is especially meaningful that the citizens of our City and State be aware of motorcycles on roadways and recognize the importance of motorcycle safety; and*

***Whereas,** the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past five years; and;*

***Whereas,** all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect for the citizens of our City and State; and*

***Whereas,** the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations for the enhancement and support of these organizations; and*

***Whereas,** during the month of May, all roadway users should unite in the safe sharing of roadways within the City of Charleston and throughout the great State of Illinois;*

***Now, therefore, I, Brandon Combs, of the City of Charleston,** in the great State of Illinois, in recognition of 35 years of A.B.A.T.E. of Illinois, Inc., and over 352,318 registered motorcyclists statewide, and in recognition of the continuing role Illinois serves as a leader in motorcycle safety, education and awareness,*

### **Do Hereby Proclaim the Month of May 2022, as MOTORCYCLE AWARENESS MONTH,**

*In the City of Charleston and urge all motorists to join in an effort to improve safety and awareness on our roadways.*

***IN WITNESS THEREOF,** I have hereunto set my hand and caused the Great Seal of the City of Charleston, Illinois, to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 AD.*

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**City Council Regular Meeting**

**12)**

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**\*PROCLAMATION:** Recognizing the Week of May 1 through May 7, 2022, as the 53rd Annual Professional Municipal Clerks Week.

**STAFF RECOMMENDATION:**

Approve.

---

**Attachments**

Proclamation: Recognizing the Week of May 1-7, 2022, as Professional Municipal Clerks Week.

---



*A Proclamation by the  
Mayor of the City of Charleston*  
**53<sup>rd</sup> ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK**  
*May 1 – May 7, 2022*

*Whereas, the Office of the Professional Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and*

*Whereas, the Office of the Professional Municipal Clerk is the oldest among public servants; and*

*Whereas, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and*

*Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

*Whereas, the Professional Municipal Clerk serves as the information center on functions of local government and community; and*

*Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, province, county, and international professional organizations; and*

*Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk;*

**Now, therefore, I, Brandon Combs, Mayor of the City of Charleston,** do proclaim the week of May 1, through May 7, 2022—**The 53<sup>rd</sup> Annual Professional Municipal Clerks Week,** and further extend appreciation to our **Municipal Clerk, Deborah L. Muller and Deputy Clerk, Debbie Burkhardt;** and to all Professional Municipal Clerks and Deputy Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**City Council Regular Meeting**

**13)**

**Meeting Date:** 04/19/2022

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**RESOLUTION:** Authorizing Street Closure for 2022 Sarah Bush Lincoln Health System Races for All Paces on May 14, 2022 from 6:30 a.m. to 11:00 a.m.

**STAFF RECOMMENDATION:**

---

**Attachments**

RES: Authorizing Street Closure for SBLHS 2022 Races for All Paces.

2022 Races for All Paces--ENTRY FORM.

Maps for 4 Races for All Paces.

---

# **RESOLUTION**

**2022 – R – \_\_\_\_**

## **RESOLUTION AUTHORIZING STREET CLOSURE FOR 2022 RACES FOR ALL PACES**

**WHEREAS**, Sarah Bush Lincoln Health System will be conducting 2022 Races for all Paces on Saturday, May 14, 2022, from 7:00 o'clock a.m. until 10:30 o'clock a.m. ; and

**WHEREAS** the Races will consist of the following:

- **Half Marathon—beginning 7:00 a.m.**
- **10K Fun Run/Walk—beginning 7:50 a.m.**
- **5K—beginning 8:15 a.m.**
- **1 Mile Fun Run/Walk—beginning 9:30 a.m.**

With all Races concluding by 10:30 a.m.; and

**WHEREAS**, it is necessary to temporarily close to parking and traffic as needed on streets as shown on the attached route maps;

**NOW, BE IT THEREFORE RESOLVED** by the City Council of the City of Charleston, Coles County, Illinois, that the above-referenced streets shall be temporarily closed to traffic and parking as needed on Saturday, May 14, 2022, from 6::30 o'clock a.m. until 11:00 o'clock a.m.

**BE IT FURTHER RESOLVED** by the City Council of the City of Charleston, that the Charleston Police Department be and is hereby authorized

and directed to erect and place appropriate barricades and signage necessary to effect the intention of this Resolution.

**BE IT FURTHER RESOLVED** by the City Council of the City of Charleston that the Police Department is hereby authorized to direct towing, as deemed necessary, to effectuate the intent of this Resolution.

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

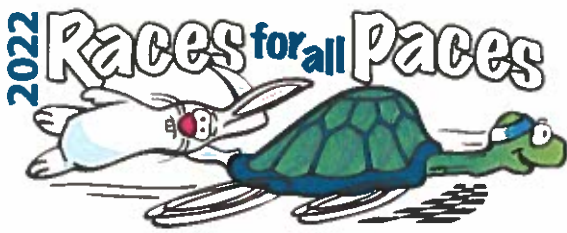
**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Brandon Combs, Mayor

**ATTEST:**

\_\_\_\_\_  
Deborah Muller, City Clerk



# Sarah Bush Lincoln ENTRY FORM

2022 Title Sponsor:



2022 Half Marathon Sponsor:



**Saturday, May 14, 2022 • O'Brien Stadium, EIU Campus**

**Check the event you are entering. Please complete a separate form for each participant.**

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> <b>Half Marathon</b> 7 am<br>\$45 entry fee<br>\$50 day of event<br>Dry fit performance shirt<br>Medals for finishers | <input type="checkbox"/> <b>10K Individual</b> 7:50 am<br>\$30 entry fee<br>\$35 day of event<br>\$5 kids 17 & under<br>Medals for finishers | <input type="checkbox"/> <b>5K Timed Run/Walk</b> 8:15 am<br>\$30 entry fee<br>\$35 day of event<br>\$5 kids 17 & under<br>Medals for finishers                      | <input type="checkbox"/> <b>1 Mile Fun Run/Walk</b> 9:30 am<br>\$15 entry fee<br>\$20 day of event<br>\$5 kids 17 & under<br>Medals for finishers                   |
| <input type="checkbox"/> <b>I am running/<br/>walking with a<br/>team or group</b><br><br>Team name _____                                      | <input type="checkbox"/> <b>Veteran</b><br>Please select a race _____  | <input type="checkbox"/> <b>Toddler Trot</b> 10:15 am<br><b>FREE</b><br>No registration required<br>Prizes given at finish line<br>(no t-shirts for TT participants) | <input type="checkbox"/> <b>Diaper Dash</b> 10:15 am<br><b>FREE</b><br>No registration required<br>Prizes given at finish line<br>(no t-shirts for DD participants) |

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

☐ Male ☐ Female

Date of Birth (mm/dd/yyyy) \_\_\_\_\_

Age \_\_\_\_\_

Daytime Phone \_\_\_\_\_

Evening Phone \_\_\_\_\_

Email Address (required to receive email updates) \_\_\_\_\_

## WAIVER MUST BE SIGNED TO BE PROCESSED

By signing at the right, I acknowledge my understanding that my participation in the 2022 Races for All Paces and/or any pre- or post-Event activities (collectively, the "Event") involves rigorous physical activity and that it potentially may be hazardous. I attest and verify that I am physically fit and have sufficiently trained for the Event and that, if appropriate, my physical fitness to participate in the Event has been verified by a licensed medical doctor. I expressly assume all known and unknown risks associated with the Event, including but not limited to: loss of or damage to my property; injury (including death); accidents; the effects of weather; and terrain conditions that may vary widely, and that may include uneven and/or slippery surfaces, spectators, participants, and natural and man-made obstacles (including without limitation, vehicles, security barriers, signs, cables, mats and debris on the course.) In consideration of my participation in the Event, I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns, waive any and all rights, claims and causes of action I have or may have against any Race Organizer that may arise as a result of my participation in the Event. For these purposes, a "Race Organizer" is any one or more of the following: Sarah Bush Lincoln Health System, Sarah Bush Lincoln Health Center; all governmental agencies representing the territory in which the Event will be held; all sponsors, agents, vendors, and contractors of or for the Event; medical service providers; and the officers, directors, employees, representatives, successors and assigns of each of the foregoing. I hereby agree to indemnify all Race Organizers for all claims and losses (including attorneys' fees and court costs), which may be brought against any one or more of them by anyone claiming to have been injured or otherwise to have suffered loss or damage as a result of my participation in the Event. I acknowledge and agree to abide by any Official Rules for the Event that may be posted at the Event or on the Event's website. I hereby represent and warrant that I am 18 years of age or older or, if applicable, that I am the parent or legal guardian of the child under the age of 18 years old who I am registering for the Event and that I have the full power and authority to agree to these terms on behalf of such child, and to bind him/her to these terms.

I further grant full permission to use and/or reproduce my image or likeness by any audio and/or visual recording technique (including electronic/digital), for any legitimate purpose, including sales and marketing purposes. I understand and agree that information about me that is collected by the Race Organizers, including without limitation information on this form, my Event results, and any and all health information that I may disclose to Event medical personnel, may be disclosed to third parties for any legitimate purpose, including sales and marketing purposes, and that it may be subject to re-disclosure by the recipient(s).

Please specify shirt size

**Adult**

- ☐ S  
☐ M  
☐ L  
☐ XL  
☐ XXL  
☐ XXXL

**Youth**

- ☐ S 6/8  
☐ M 10/12  
☐ L 14/16  
☐ XL 18/20

T-shirt sizes not guaranteed.



Signature of Applicant \_\_\_\_\_

Signature of Parent or Legal Guardian - For participants under 18 years of age \_\_\_\_\_

*Make checks payable to SBL Healthy Communities and mail to:*

**SBL Healthy Communities**  
102 W. Buchanan Ave.  
Charleston, IL 61920  
Attn: Laura Bollan

Questions? Phone (217) 345-6828  
or E-mail lbollan@sblhs.org

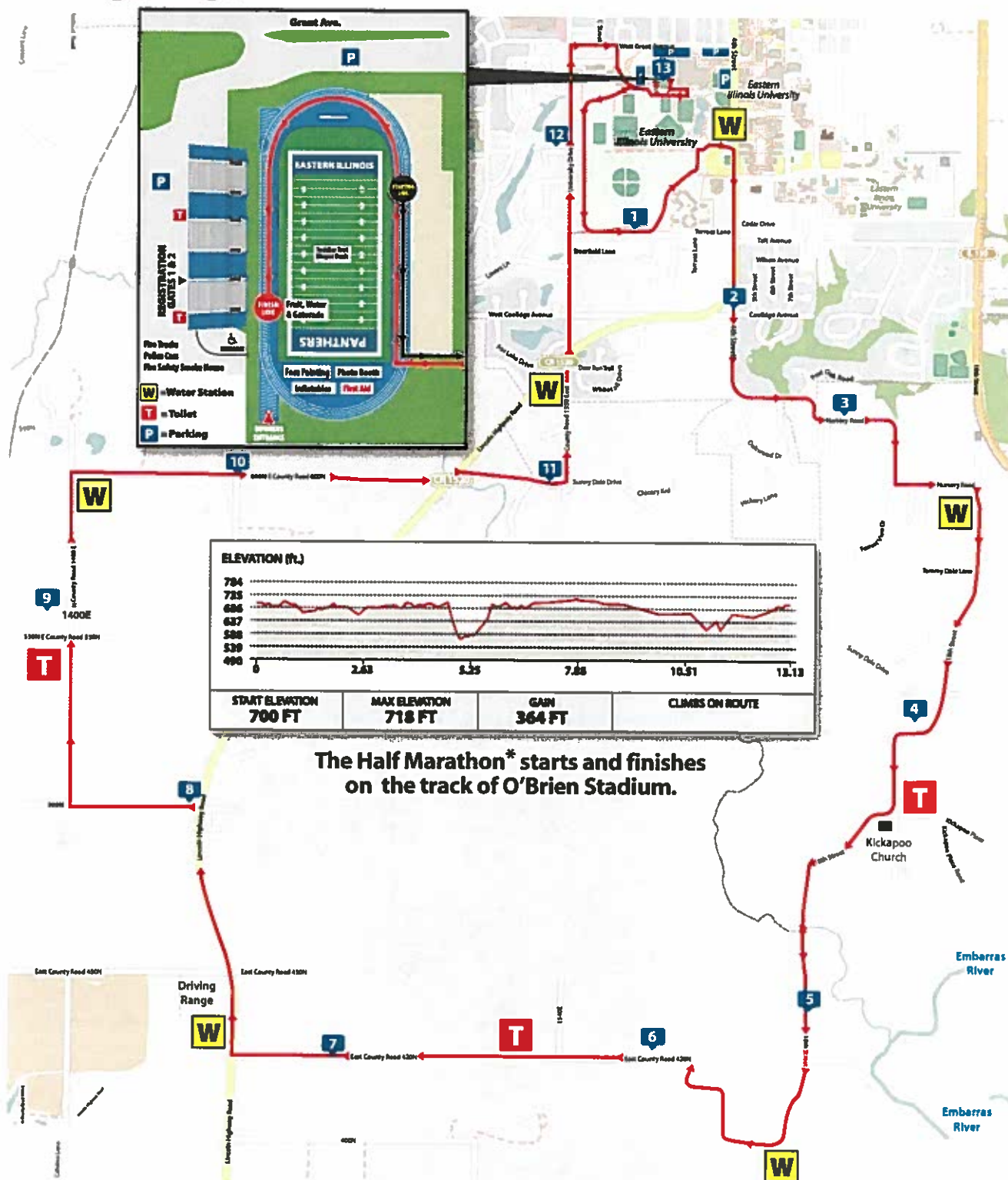


*\*We are not a closed course.*



Thank you for supporting the Healthy Communities programs of Sarah Bush Lincoln Health Center by taking part in this fun event for the entire family!

## Half Marathon • 7 am



For more information about Races for All Paces or to register, please visit [www.sarahbush.org/races](http://www.sarahbush.org/races) or contact **Laura Bolla** at (217) 345-6828 or via e-mail at [lbolla@sblhs.org](mailto:lbolla@sblhs.org).

\*course distances are not certified.

\* this is not a closed course.

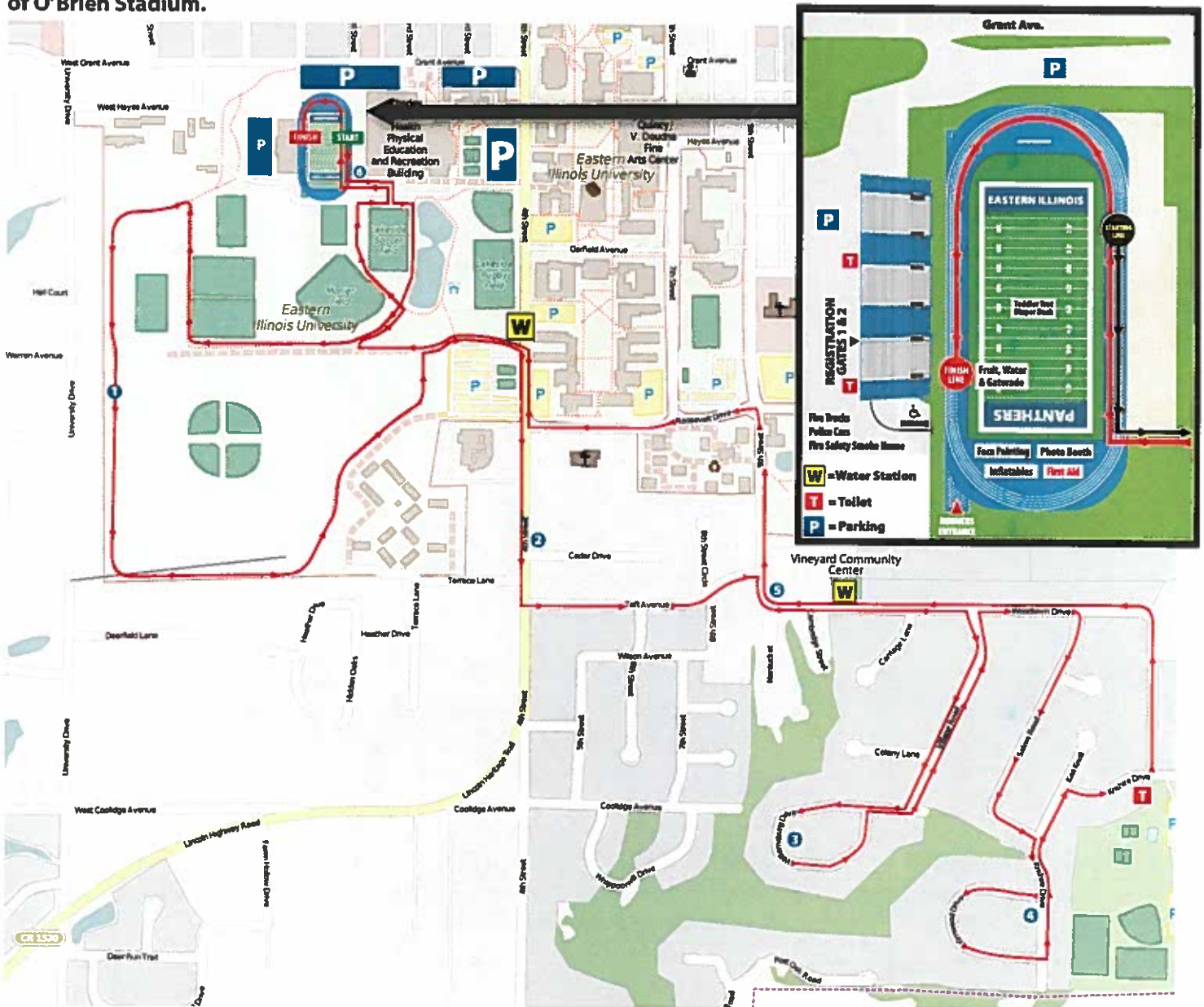




Thank you for supporting the Healthy Communities programs of Sarah Bush Lincoln Health Center by taking part in this fun event for the entire family!

The 10K\* starts and finishes on the track of O'Brien Stadium.

## 10K Fun Run/Walk • 7:50 am



For more information about **Races for All Paces** or to register, please visit [www.sarahbush.org/races](http://www.sarahbush.org/races) or contact **Laura Bollan** at (217) 345-6828 or via e-mail at [lbollan@sblhs.org](mailto:lbollan@sblhs.org).

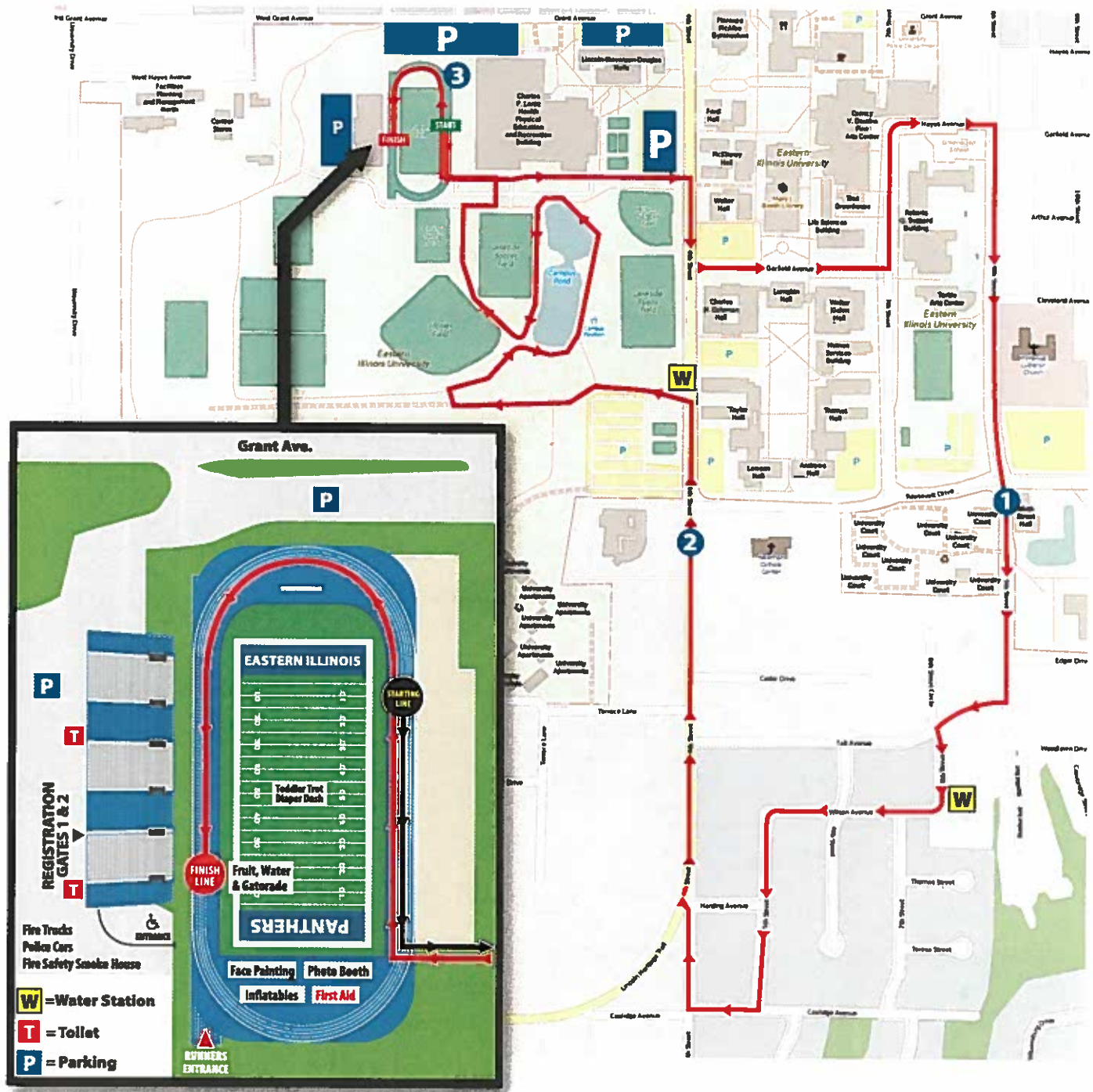
\*course distances are not certified.  
\* this is not a closed course.

**Sarah Bush  
Lincoln**



Thank you for supporting the Healthy Communities programs of Sarah Bush Lincoln Health Center by taking part in this fun event for the entire family!

**5K • 8:15 am**



For more information about **Races for All Paces** or to register, please visit [www.sarahbush.org/races](http://www.sarahbush.org/races) or contact **Laura Bollan** at (217) 345-6828 or via e-mail at [lbollan@sblhs.org](mailto:lbollan@sblhs.org).

\*course distances are not certified.  
\* this is not a closed course.





# 1 Mile Fun Run/Walk • 9:30 am

Thank you for supporting the Healthy Communities programs of Sarah Bush Lincoln Health Center by taking part in this fun event for the entire family!



The 1 Mile Fun Run/Walk\* starts and finishes on the track of O'Brien Stadium.

For more information about Races for All Paces or to register, please visit [www.sarahbush.org/races](http://www.sarahbush.org/races) or contact Laura Bollan at (217) 345-6828 or via e-mail at [lbollan@sbllhs.org](mailto:lbollan@sbllhs.org).

\*course distances are not certified.

\* this is not a closed course.

**City Council Regular Meeting**

**14)**

**Meeting Date:** 04/19/2022

**Submitted For:** Scott Smith, City Manager

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**RESOLUTION:** Approving Application for Scavenger License per Title 4-3A-2 of the City Code of Ordinances.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

RES: Authorizing Scavenger License: Premier Disposal.

---

# **RESOLUTION**

**2022 – R – \_\_\_\_**

## **RESOLUTION AUTHORIZING A SCAVENGER LICENSE: PREMIER DISPOSAL**

**WHEREAS**, the City of Charleston regulates scavenger services within the City Limits as provided in Title 4, Chapter 3 of the City Code; and

**WHEREAS**, Premier Disposal desires to provide scavenger services within the Charleston City limits, desires to obtain a license for said services and has submitted an application for a scavenger license; and

**WHEREAS**, said application and supporting documentation satisfy the requirements set forth by ordinance;

**NOW, BE IT THEREFORE RESOLVED** by the City Council of the City of Charleston that Premier Disposal be issued a scavenger license to conduct scavenger services within the City of Charleston.

**INTRODUCED** to Council this \_\_\_\_ day of April, 2022.

**PASSED** by Council this \_\_\_\_ day of April, 2022.

**APPROVED** by the Mayor this \_\_\_\_ day of April, 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**City Council Regular Meeting**

**15)**

**Meeting Date:** 04/19/2022

**Submitted For:** Brian Jones, Parks & Recreation Director

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**RESOLUTION:** Authorizing Expenditure of Tourism Funds for IHSA State Track Meets, taking place on May 19-21, 2022 and May 26-28, 2022.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

RES: Authorizing Expenditure of Tourism Funds for IHSA State Track Meets.

---

# **R E S O L U T I O N**

**2022 – R – \_\_\_\_\_**

## **RESOLUTION AUTHORIZING EXPENDITURE OF TOURISM FUNDS**

**WHEREAS**, the members of the Charleston Tourism Advisory Board met Monday, April 10, 2022; and

**WHEREAS**, Charleston Tourism Advisory Board agreed to recommend funding by the Charleston City Council for the following:

**2022-01: EIU Athletic Department has requested \$4,000 in tourism funds to cover expenses relating to IHSA State Track Meets, taking place on May 19-21, 2022 and May 26-28, 2022.**

**NOW, BE IT THEREFORE RESOLVED** by the City Council of the City of Charleston that the sum of Four Thousand Dollars (\$4,000.00) be paid as per request submitted by Diane Ratliff, Tourism Supervisor.

**INTRODUCED** to Council this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED** by Council this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

**Approved:**

---

**Brandon Combs, Mayor**

**Attest:**

---

**Deborah Muller, City Clerk**

**City Council Regular Meeting**

**16)**

**Meeting Date:** 04/19/2022

**Submitted For:** Curt Buescher, Public Works Director

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**RESOLUTION:** Obligating \$255,000 in Rebuild Illinois Funds for Sister City Phase II Curb and Gutter Contract.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

RES: Obligating \$255,000 in Rebuild IL Funds for Sister City Phase II Curb and Gutter Contract.

---



**Resolution for Improvement  
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2022-R-

Section Number

20-00119-02-PV

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Charleston

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Community Drive	0.37		IL 130	Nursery Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Constructing concrete curb and gutter

2. That there is hereby appropriated the sum of Two Hundred Fifty Five Thousand

Dollars ( \$255,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Deborah Muller

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Charleston

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Charleston

Name of Local Public Agency

at a meeting held on April 19, 2022

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of April, 2022

Day

Month, Year

(SEAL)

Clerk Signature

Date

**Approved**

Regional Engineer

Department of Transportation

Date

**City Council Regular Meeting**

17)

**Meeting Date:** 04/19/2022

**Submitted For:** Curt Buescher, Public Works Director

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**RESOLUTION:** Obligating \$820,000 in Rebuild Illinois Funds for Sister City Phase II Full Depth Asphalt Pavement Contract.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

RES: Obligating \$820,000 in Rebuild IL Funds for Sister City Phase II Full Depth Asphalt Pavement Contract.

---



**Resolution for Improvement  
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

2022-R-

Section Number

20-00119-03-PV

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Charleston

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Community Drive	0.37		IL 130	Nursery Road

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Constructing full depth asphalt pavement

2. That there is hereby appropriated the sum of Eight Hundred Twenty Thousand

Dollars ( \$820,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Deborah Muller

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Charleston

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Charleston

Name of Local Public Agency

at a meeting held on April 19, 2022

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of April, 2022

Day

Month, Year

(SEAL)

Clerk Signature

Date

**Approved**

Regional Engineer

Department of Transportation

Date

**City Council Regular Meeting**

**18)**

**Meeting Date:** 04/19/2022

**Submitted For:** Curt Buescher, Public Works Director

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**RESOLUTION:** Obligating \$394,500 in MFT Funds for FY23 Street Maintenance and In-House Construction.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

RES: Appropriating \$394,5000 in MFT Funds for Street & Highway Maintenance for FY 22/23.

Estimate of Maintenance Costs.

MFT Tracking Spreadsheet.

---



Resolution Number <b>2022-R-</b>	Resolution Type <b>Original</b>	Section Number <b>22-00000-00-GM</b>
-------------------------------------	------------------------------------	---

BE IT RESOLVED, by the Council of the City of  
Governing Body Type Local Public Agency Type  
Charleston Illinois that there is hereby appropriated the sum of Three Hundred ninety  
Name of Local Public Agency  
four thousand five hundred Dollars (\$394,500.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/22 to 04/30/23  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Charleston  
Local Public Agency Type Name of Local Public Agency  
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Deborah Muller City Clerk in and for said City  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of Charleston in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Charleston at a meeting held on 04/19/22  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature

**APPROVED**

Regional Engineer  
Department of Transportation

Date



Estimate of Maintenance Costs

Submittal Type **Original**

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

Charleston

Coles

22-00000-00-GM

05/01/22

04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
#1 Traffic Control	IIA		Traffic Signals	LS	1	\$10,500.00	\$10,500.00	\$22,500.00
	IIA		Signage	LS	1	\$12,000.00	\$12,000.00	
#2 Pavement Markings	IIA		Paint	Gal	60	\$50.00	\$3,000.00	\$3,000.00
#3 Storm Sewers	IIA		Repair Materials	LS	1	\$10,000.00	\$10,000.00	\$10,000.00
#4 Snow Removal	I		Salt	Ton	800	\$100.00	\$80,000.00	\$80,000.00
#5 Landscaping	IIA		Topsoil	Load	32	\$250.00	\$8,000.00	\$33,000.00
	IIA		Tree Removal	Ea	25	\$1,000.00	\$25,000.00	
#6 Materials Prop. (Separate Submittal)	III		PC Concrete, Class SI	CY	350	\$120.00	\$42,000.00	\$98,500.00
			PC Concrete, Class PP	CY	100	\$130.00	\$13,000.00	
			Agg Surf Cse, CA-6/10	Ton	850	\$17.00	\$14,450.00	
			Agg Surf Cse, CA-16	Ton	50	\$19.00	\$950.00	
			Trench Backfill, FA-06	Ton	1,010	\$10.00	\$10,100.00	
			Rip Rap, RR4	Ton	150	\$30.00	\$4,500.00	
			Bit Mix Maint, M19-07	Ton	75	\$90.00	\$6,750.00	
			Hot Mix Asphalt	Ton	75	\$90.00	\$6,750.00	
#7 Street Lighting	I		Electricity	Mo	12	\$8,000.00	\$96,000.00	\$100,000.00
			Installation	Ea	2	\$2,000.00	\$4,000.00	
#8 In House Projects (Drainage, Sidewalks, Patching)	IIA		Adkins Dr. SS	LS	1	\$18,000.00	\$18,000.00	\$47,500.00
			Saw Cuts	LF	7,500	\$1.00	\$7,500.00	
			Rental Equipment	LS	1	\$7,000.00	\$7,000.00	
			Mud Jacking	LS	1	\$15,000.00	\$15,000.00	
Total Operation Cost								\$394,500.00

# Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
Charleston	Coles	22-00000-00-GM	Beginning	Ending
			05/01/22	04/30/23

## Maintenance

Estimate of Maintenance Costs Summary			
	MFT Funds	RBI Funds	Other Funds
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)	\$216,000.00		\$216,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$178,500.00		\$178,500.00
Formal Contract (Bid Items)			
<b>Maintenance Total</b>	<b>\$394,500.00</b>		<b>\$394,500.00</b>

## Maintenance Engineering

Estimated Maintenance Eng Costs Summary			
	MFT Funds	RBI Funds	Other Funds
Preliminary Engineering			
Engineering Inspection			
Material Testing			
Advertising			
Bridge Inspection Engineering			
<b>Maintenance Engineering Total</b>			

<b>Total Estimated Maintenance</b>	\$394,500.00		\$394,500.00
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Remarks

## SUBMITTED

Local Public Agency Official	Date

Title

County Engineer/Superintendent of Highways	Date

## APPROVED

Regional Engineer Department of Transportation	Date

## FY 2023

\$931,211	Rebuild Illinois Funds - See Separate Tab Below - Community Drive - Do earthwork in FY 22 using Township Funds
\$0	Community Drive - C&G, Agg Base, Pavement, Parking in FY 23
	MFT Expense on Community Drive if Necessary
\$0	Save for Douglas in FY 24
\$0	Contractor
\$0	Annual O & C
\$0	Contractor
\$80,000	Annual Resurfacing - 4th Street Lincoln to Polk
\$65,000	City - 15th Street - Harrison to CMS - Coordinate with CUSD#1 (Widen, C&G, SS, SW, Resurface)
\$18,000	Route & Seal Project Not done in FY 22
\$15,000	Adkins Drive SS
	Mud Jacking Sidewalk
\$0	McKinley Resurfacing \$230,000 1/2 MFT 1/2 WS
\$50,000	ROW Acquisition on Douglas
\$1,159,211	

**City Council Regular Meeting**

**19)**

**Meeting Date:** 04/19/2022

**Submitted For:** Heather Kuykendall, Comptroller

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**RESOLUTION:** Amending City Budget for Fiscal Year 2021/2022.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

RES: Amending City Budget for Fiscal Year 2021/2022.

Exhibit A: Budget Amendments.

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## **RESOLUTION**

**2022 – R – \_\_\_\_\_**

### **RESOLUTION AMENDING CITY OF CHARLESTON BUDGET FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, A.D. 2021, AND ENDING ON THE THIRTIETH DAY OF APRIL, A.D. 2022**

**WHEREAS**, the City Council of the City of Charleston, Coles County, Illinois, did on the 16th day of March, 2021, file for public inspection, the City of Charleston Budget for the fiscal year beginning the first day of May, A.D., 2021, and ending on the thirtieth day of April, A.D., 2022, which Budget was duly passed by the City Council of the said City, approved and duly published and made available at the City Clerk's Office of the City of Charleston, Coles County, Illinois on the 20<sup>th</sup> day of April 2021; and

**WHEREAS**, said Budget for the said City of Charleston is now in full force and effect;

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, as follows:

1. That the Annual Budget for Fiscal Year 2021-2022 be amended as to the Pension Tax Levy Fund and Recreational Land Fund, as shown in Exhibit A, attached hereto and incorporated herein by reference.
2. That the Comptroller of the City of Charleston, Coles County, Illinois, is hereby authorized to amend the Annual Budget to conform to the provisions of this Ordinance.
3. That this Amendment to the Budget is hereby approved by a vote of at least two-thirds (2/3/) of the members of the City Council now in office.
4. That this Resolution shall be in full force and effect from and after its passage and approval as provided by Law.

INTRODUCED this \_\_\_\_ day of \_\_\_\_\_ 2022.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2022.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti.</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Brandon Combs, Mayor

**ATTEST:**

\_\_\_\_\_  
Deborah L. Muller, City Clerk

Proposed Budget Amendments  
FY 21/22

Account	Acct Number	Inc (Dec) in Revenue	Dec (Inc) in Expense	Budget Amendment	Description
<b>06- Pension Tax Levy Fund</b>					
Replacement tax	06-0000-3444	450,000.00		450,000.00	Increase budget to reflect increase in revenue expected
Pension plan contribution	06-0000-1216		(450,000.00)	(450,000.00)	Increase budget to reflect increase in revenue expected
		<u>450,000.00</u>	<u>(450,000.00)</u>	<u>-</u>	
<b>31- Recreational Land Fund</b>					
Capital improvement projects	31-4522-4106		(16,000.00)	(16,000.00)	Allow for purchase of additional land at Sister City Phase II
		<u>-</u>	<u>(16,000.00)</u>	<u>(16,000.00)</u>	

**City Council Regular Meeting**

20)

**Meeting Date:** 04/19/2022

**Submitted For:** Curt Buescher, Public Works Director

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Amending Title 8, Chapter 3, Section 2: Sewer and Water Rates.

**BACKGROUND:**

This Ordinance was placed on file for public inspection at the April 5, 2022, meeting of City Council.

**STAFF RECOMMENDATION:**

Approve.

---

**Attachments**

ORD: Amending Title 8-3-2: Sewer and Water Rates.

CAMP Analysis for FY 23.

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# **ORDINANCE**

**2022 – O – \_\_\_\_\_**

## **ORDINANCE AMENDING ORDINANCE:** **WATER AND SEWER RATES**

**WHEREAS**, the City of Charleston provides water and sewer services and establishes the rates for said service; and

**WHEREAS**, it is necessary to increase the charges for said service in order to continue the provision of service;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that Title 8, Chapter 3, Section 2 of the Charleston City Code be amended by the **deletion** of the following language:

### **8-3-2: SEWER AND WATER RATES:**

**A. *Water and Sewer Service within Corporate Limits:*** All metered users of the City water and sewer service within the corporate limits, excepting Eastern Illinois University, shall be charged at the following rates for said services on a monthly basis:

- 1,000 gallons or less     \$16.42 minimum charge
- Next 9,000 gallons       \$16.42 per 1,000 gallons
- Over 10,000 gallons     \$15.76 per 1,000 gallons

**B. *Water and Sewer Service to University:*** Eastern Illinois University shall be charged at the following rate:

- All usage amounts       \$15.76 per 1,000 gallons

**C. *Water Services only within Corporate Limits:*** All users of City water service only within the corporate limits shall be charged at the following rates for said service on a monthly basis:

- 1,000 gallons or less \$14.78 minimum charge
- Next 9,000 gallons \$14.78 per 1,000 gallons
- Over 10,000 gallons \$14.12 per 1,000 gallons

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that Title 8, Chapter 3, Section 2 of the Charleston City Code be amended by the **addition** of the following language:

**8-3-2: SEWER AND WATER RATES:**

**A. *Water and Sewer Service within Corporate Limits:*** All metered users of the City water and sewer service within the corporate limits, excepting Eastern Illinois University, shall be charged at the following rates for said services on a monthly basis:

- 1,000 gallons or less \$17.06 minimum charge
- Next 9,000 gallons \$17.06 per 1,000 gallons
- Over 10,000 gallons \$16.41 per 1,000 gallons

**B. *Water and Sewer Service to University:*** Eastern Illinois University shall be charged at the following rate:

- All usage amounts \$16.41 per 1,000 gallons

**C. *Water Services only within Corporate Limits:*** All users of City water service only within the corporate limits shall be charged at the following rates for said service on a monthly basis:

- 1,000 gallons or less \$15.36 minimum charge
- Next 9,000 gallons \$15.36 per 1,000 gallons
- Over 10,000 gallons \$14.67 per 1,000 gallons

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i> via <i>Remote Participation</i>				

**BY:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF CHARLESTON  
CAPITAL ASSET MANAGEMENT PLAN  
SUMMARY OF REVENUE AND EXPENSES**

**CASH FLOW ANALYSIS**

	Annual Increase Rate	FY Ending 21	FY Ending 22	FY Ending 23	FY Ending 24	FY Ending 25	FY Ending 26	FY Ending 27
<b>System Data:</b>								
Residential Customers	0.00%	6,770	6,770	6,770	6,770	6,770	6,770	6,770
Residential Gallons Billed	0.00%	313,635,700	311,929,600	311,929,600	311,929,600	311,929,600	311,929,600	311,929,600
EIU Gallons Billed	0.00%	40,272,700	43,458,500	43,458,500	43,458,500	43,458,500	43,458,500	43,458,500
<b>Summary of Rates:</b>								
Residential Rates (per 1000 gallons)	3.90%	\$15.94	\$16.42	\$17.06	\$17.73	\$18.42	\$19.14	\$19.88
EIU Rates (per 1000 gallons)	3.90%	\$15.33	\$15.79	\$16.41	\$17.05	\$17.71	\$18.40	\$19.12
Average Monthly Residential Water / Sewer Bill - 5,250 Gallons		\$83.69	\$86.21	\$89.57	\$93.06	\$96.69	\$100.46	\$104.38
Average Increase / Month		\$3.20	\$2.52	\$3.36	\$3.49	\$3.63	\$3.77	\$3.92
Average Residential Water / Sewer Bill - Cost per Year		\$1,004	\$1,034	\$1,075	\$1,117	\$1,160	\$1,206	\$1,253
Average Increase / Year		\$38	\$30	\$40	\$42	\$44	\$45	\$47
<b>Revenue</b>								
Residential		\$4,999,353	\$5,121,884	\$5,321,638	\$5,529,181	\$5,744,819	\$5,968,867	\$6,201,653
EIU		\$617,380	\$686,210	\$712,972	\$740,778	\$769,668	\$799,685	\$830,873
Collections		\$5,687,408	\$5,807,485	\$6,034,609	\$6,269,959	\$6,514,488	\$6,768,553	\$7,032,526
Water & sewer permits		\$7,167	\$2,982	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Other Federal Grants		\$2,392	\$0	\$0	\$0	\$0	\$0	\$0
Water & sewer test fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer dump fee		\$8,640	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350
Late Penalties and fees		\$148,556	\$146,000	\$146,000	\$146,000	\$146,000	\$146,000	\$146,000
Transfer from another fund								
Rental of real estate		\$5,566	\$6,351	\$6,351	\$6,351	\$6,351	\$6,351	\$6,351
Interest		\$20,071	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Gains/Losses		\$92,456						
Miscellaneous Revenues		\$8,037	\$322	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Donations to the City		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Activation Charges		\$37,290	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000	\$34,000
Bond Proceeds								
<b>Total Non-Departmental Revenue</b>		<b>\$6,017,583</b>	<b>\$6,019,490</b>	<b>\$6,247,810</b>	<b>\$6,483,160</b>	<b>\$6,727,689</b>	<b>\$6,981,754</b>	<b>\$7,245,727</b>
<b>Departmental Revenue</b>								
<b>Utility Revenues</b>								
Federal Grants								
Misc. Revenue		\$16,227	\$5,657	\$0				
Loan Proceeds								
<b>WTP Revenues</b>								
Federal Grants								
CACF Grant								
Misc. Revenue								
Loan Proceeds								
Water / Sewer Test Fees		\$11,712	\$12,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
<b>WWTP Revenues</b>								
Federal Grants								
Water sewer test fees		\$6,340	\$7,000	\$7,000				
Commercial Waste Dump Fees		\$470	\$2,850	\$2,850	\$2,850	\$2,850	\$2,850	\$2,850
Misc. Revenue								
Loan Proceeds			\$883,280	\$7,441,699				
<b>Water Department Revenues</b>								
Federal Grants								
Misc. Revenue								
Loan Proceeds								
<b>TOTAL REVENUE</b>		<b>\$6,052,332</b>	<b>\$6,930,277</b>	<b>\$13,709,359</b>	<b>\$6,496,010</b>	<b>\$6,740,539</b>	<b>\$6,994,604</b>	<b>\$7,258,577</b>
					-52.62%	3.76%	3.77%	3.77%

**CITY OF CHARLESTON  
CAPITAL ASSET MANAGEMENT PLAN  
SUMMARY OF REVENUE AND EXPENSES**

**CASH FLOW ANALYSIS**

	Annual Increase Rate	FY Ending 21	FY Ending 22	FY Ending 23	FY Ending 24	FY Ending 25	FY Ending 26	FY Ending 27
<b>EXPENSES</b>								
<b>DEBT SERVICE</b>								
WTP - New Treatment Plant Bond - June and December Payments including principle and interest	0.00%	\$652,950	\$657,950	\$664,350	\$0			
AMR Principal and Interest		\$271,498	\$0	\$0				
WWTP - 2010 Upgrade	0.00%	\$329,042	\$329,042	\$329,042	\$329,042	\$329,042	\$329,042	\$329,042
WWTP - Nutrient Removal 2022					\$318,542	\$318,542	\$318,542	\$318,542
Loans on equipment repaid	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Employment Costs	5.00%	\$345,249	\$349,000	\$321,012	\$337,063	\$353,916	\$371,612	\$390,192
Judgment Expenses	5.00%	\$116,105	\$127,341	\$153,613	\$161,294	\$167,745	\$174,455	\$181,433
HR and IT Expenses	5.00%	\$62,698	\$64,568	\$69,620	\$73,101	\$76,025	\$79,066	\$82,229
Contingencies/Depreciation		\$558,741		\$102,200				
<b>Total Debt Service</b>		<b>\$2,336,283</b>	<b>\$1,527,901</b>	<b>\$1,639,837</b>	<b>\$1,219,041</b>	<b>\$1,245,270</b>	<b>\$1,272,717</b>	<b>\$1,301,438</b>
<b>WWTP</b>								
Personal Services	7.00%	\$326,739	\$340,741	\$265,207	\$283,771	\$303,635	\$324,890	\$347,632
Commodities	2.00%	\$78,262	\$95,822	\$91,755	\$93,590	\$95,462	\$97,371	\$99,319
Contractual Services	2.00%	\$285,707	\$332,081	\$332,055	\$338,696	\$345,470	\$352,379	\$359,427
Capital Outlay	2.00%	\$5,616	\$824,775	\$7,786,699	\$150,000	\$153,000	\$156,060	\$159,181
Capital Debt Service Interest	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	No CRF							
<b>WTP</b>								
Personal Services	7.00%	\$493,013	\$514,814	\$569,765	\$609,649	\$652,324	\$697,987	\$746,846
Commodities	2.00%	\$219,842	\$240,700	\$282,470	\$288,119	\$293,882	\$299,759	\$305,755
Contractual Services	2.00%	\$231,680	\$269,883	\$461,200	\$470,424	\$479,832	\$489,429	\$499,218
Capital Outlay	2.00%	\$74,807	\$235,384	\$315,000	\$321,300	\$327,726	\$334,281	\$340,966
Service Fee on Bond Issue	2.00%	\$0	\$1,000	\$1,000	\$1,020	\$1,040	\$1,061	\$1,082
Bond principal and interest is above	No CRF							
<b>Utility</b>								
Personal Services	7.00%	\$726,413	\$743,340	\$824,758	\$882,491	\$944,265	\$1,010,364	\$1,081,089
Commodities	2.00%	\$163,758	\$189,200	\$201,150	\$205,173	\$209,276	\$213,462	\$217,731
Contractual Services	2.00%	\$93,073	\$99,350	\$91,058	\$92,879	\$94,737	\$96,631	\$98,564
Capital Outlay	2.00%	\$35,505	\$223,095	\$386,350	\$394,077	\$401,959	\$409,998	\$418,198
Capital Debt Service Interest	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Water Department</b>								
Personal Services	7.00%	\$252,516	\$283,322	\$303,657	\$324,913	\$347,657	\$371,993	\$398,032
Commodities	2.00%	\$11,376	\$8,692	\$10,126	\$10,329	\$10,535	\$10,746	\$10,961
Contractual Services	2.00%	\$122,059	\$132,352	\$141,632	\$144,465	\$147,354	\$150,301	\$153,307
Capital Outlay	2.00%	\$1,281	\$3,151	\$18,239	\$18,604	\$18,976	\$19,355	\$19,742
Capital Debt Service and Interest	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Garage</b>								
Personal Services	7.00%	\$90,848	\$64,379	\$97,946	\$104,802	\$112,138	\$119,988	\$128,387
Commodities	2.00%	\$6,465	\$11,200	\$15,800	\$16,116	\$16,438	\$16,767	\$17,102
Contractual Services	2.00%	\$8,422	\$4,875	\$4,900	\$4,998	\$5,098	\$5,200	\$5,304
Capital Outlay	2.00%	\$3,037	\$735	\$0	\$0	\$0	\$0	\$0
Capital Debt Service and Interest	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Information Services</b>								
Personal Services	7.00%	\$51,779	\$59,203	\$52,842	\$56,541	\$60,499	\$64,734	\$69,265
Commodities	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contractual Services	2.00%	\$2,415	\$454	\$240	\$245	\$250	\$255	\$260
Capital Outlay	2.00%	\$8,281	\$15,000	\$21,600	\$22,032	\$22,473	\$22,922	\$23,381
Capital Debt Service and Interest	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL EXPENSES WITH DEBT SERV.</b>		<b>\$5,629,167</b>	<b>\$6,221,449</b>	<b>\$13,915,286</b>	<b>\$6,053,275</b>	<b>\$6,289,297</b>	<b>\$6,538,650</b>	<b>\$6,802,188</b>
					-56.50%	3.90%	3.96%	4.03%
<b>Annual Revenues - Expenses</b>								
		\$423,165	\$708,828	(\$205,927)	\$442,735	\$451,242	\$455,954	\$456,389
<b>No CRF</b>			The sum of these amounts is adding into the CRF each year					
Capital Reserve Fund	WTP	\$0	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000	\$170,000
	WWTP							
Cash and Investment Balance Including Capital Reserve Fund		\$4,096,603	\$4,975,431	\$4,939,504	\$5,552,239	\$6,173,481	\$6,799,434	\$7,425,824
<b>UV Disinfection</b>								
Capital Reserve		(\$1,305,842)	(\$1,475,842)	(\$1,645,842)	(\$2,258,577)	(\$2,879,819)	(\$3,505,772)	(\$4,132,161)
Expected Receivables- 10% of collections		(\$568,741)	(\$580,748)	(\$603,461)	(\$626,996)	(\$651,449)	(\$676,855)	(\$703,253)
Bond Sinking Fund		(\$274,146)	(\$274,146)	\$0	\$0	\$1	\$2	\$3
Operating Cash		\$1,947,874	\$2,644,694	\$2,690,201	\$2,666,666	\$2,642,214	\$2,616,809	\$2,590,413
Operating Cash as a % of operating expenses		34.60%	42.51%	19.33%	44.05%	42.01%	40.02%	38.08%

**City Council Regular Meeting**

**21)**

**Meeting Date:** 04/19/2022

**Submitted For:** Heather Kuykendall, Comptroller

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**MOTION:** Approving the City Budget for the Fiscal Year beginning May 1, 2022, and ending April 30, 2023.

**BACKGROUND:**

The City Budget for FY 2022/2023 was placed on file for public inspection at the March 15, 2022 City Council Meeting.

**STAFF RECOMMENDATION:**

Approve.

---

**City Council Regular Meeting**

22)

**Meeting Date:** 04/19/2022

**Submitted For:** Steve Pamperin, City Planner

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**ORDINANCE:** Approving Minor Subdivision Final Plat for a Subdivision titled "Babbs Subdivision" of Charleston.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

ORD: Approving Minor Subdivision Final Plat for Subdivision Titled "Babbs Subdivision" of Charleston.

Exhibit 1: Babbs Subdivision Final Plat.

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**CITY OF CHARLESTON**

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**ORDINANCE**

**2022 – O - \_\_\_\_\_**

**AN ORDINANCE APPROVING MINOR SUBDIVISION FINAL PLAT FOR A  
SUBDIVISION TITLED “BABBS SUBDIVISION” OF CHARLESTON**

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ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF CHARLESTON, COLES COUNTY, ILLINOIS  
THIS 19<sup>th</sup> DAY OF APRIL, 2022

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PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF  
THE MAYOR AND CITY COUNCIL OF  
THE CITY OF CHARLESTON, COLES COUNTY, ILLINOIS  
AS PROVIDED BY LAW THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

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# ORDINANCE

2022 – O - \_\_\_\_\_

## AN ORDINANCE APPROVING MINOR SUBDIVISION FINAL PLAT FOR A SUBDIVISION TITLED “BABBS SUBDIVISION” OF CHARLESTON

WHEREAS, the City of Charleston (“City”) is an Illinois non-home rule municipality organized and operating under the Illinois Municipal Code (“Code”); and

WHEREAS Brian Babbs, Jeanette Babbs and Ryan Kyle Babbs are the owners of certain real estate as described in Exhibit “1”; and

WHEREAS the owners have petitioned the City Council for approval of a minor subdivision as depicted on Exhibit “1”, entitled “Babbs Subdivision”, as prepared by Consolidated Services and dated April 8, 2022 and legally described as follows:

### Description of Boundary of Subdivision

Parent Tract Record Legal Description

(Per Trustees Deed, Recorded 07/01/2021, Document #202100795639)

Tract I: Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Three (23), Township Twelve (12) North, Range Nine (9) East of the Third Principal Meridian, Coles County, Illinois, described as follows:

Beginning at an iron pin 579.22 feet (8.77-3/5 chains) West of the Northeast Corner of the South Three-Quarters (S  $\frac{3}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of said Section Twenty-Three (23); thence South 0 Degrees 50 minutes 50 seconds West for 539 feet; thence North 89 degrees 48 minutes 36 seconds East for 418 feet; thence North 0 degrees 50 minutes 50 seconds East for 539 feet; thence South 89 degrees 48 minutes 36 seconds West for 418 feet to the Place of Beginning.

Tract II: Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Three (23), Township Twelve (12) North, Range Nine (9) East of the Third Principal Meridian, Coles County, Illinois, described as follows:

Beginning at a point 579.22 feet (8.77-3/5 chains) West and 311.47 feet North of the Southeast Corner of said Quarter/Quarter; thence North 0 degrees 50 minutes 50 seconds East for 139.57 feet; thence North 89 degrees 48 minutes 36 seconds East for 352.53 feet; thence deflect to the right 122 degrees 32 minutes 42 seconds for 165.71 feet; thence deflect 57 degrees 21 minutes 18 seconds to the right for 263.14 feet to the Place of Beginning.

The above-described property being further described as follows:

Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Three (23), Township Twelve (12) North, Range Nine (9) East of the Third Principal Meridian, Coles County, Illinois being more particularly described as follows:

Commencing at a MAG Nail found marking the Southeast corner of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Three (23), Township Twelve (12) North, Range Nine (9) East of the Third Principal Meridian (Reference Monument Record Book 1, Page 232); thence Azimuth (based on North as determined by previous local surveys)  $359^{\circ}50'24''$ , along the East line of said Quarter-Quarter ( $\frac{1}{4}-\frac{1}{4}$ ), 1021.23 feet to a found iron pin marking the Northeast corner of the South Three-Quarters (S  $\frac{3}{4}$ ) thereof; thence Azimuth  $269^{\circ}21'40''$ , along the North line of said South Three-Quarters (S  $\frac{3}{4}$ ), [also called out as being the South Line of the North Ten (10) Acres of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section Twenty-Three (23) (per a survey by PLS #3644, Recorded 10/09/2020, (Doc.#202000790560), Coles County Recorder's Office)], 162.13 feet (161.22 feet record) to an iron pin set marking the Northeast Corner of that tract previously surveyed by PLS #1957, Plat Recorded 6/20/2011, (Document #201100730284), Coles County Recorder's Office and the Point of Beginning, [said point bears  $1^{\circ}25'49''$ , 14.49 feet (14.50' Record) from a found witness iron pin]; thence Azimuth  $181^{\circ}25'49''$ , along the boundary established by said survey, 537.38 feet (539.00 feet record) to a found iron pin; thence Azimuth  $257^{\circ}09'05''$ , continuing along said established boundary, 65.06 feet (65.47 feet record) to a found iron pin; thence Azimuth  $214^{\circ}13'01''$ , continuing along said established boundary, 164.51 feet (165.71 feet record) to a found iron pin; thence Azimuth  $270^{\circ}51'55''$ , continuing along said established boundary, 262.76 feet (263.14 feet record) to a found iron pin; thence Azimuth  $1^{\circ}12'49''$ , continuing along said established boundary, 139.24 feet (139.57 feet record) to a found iron pin; thence Azimuth  $1^{\circ}06'37''$ , continuing along said established boundary, 280.44 feet to a found iron pin; thence Azimuth  $1^{\circ}15'38''$ , continuing along said established boundary, 170.54 feet (170.40 feet record) to a found iron pin; thence Azimuth  $1^{\circ}08'36''$ , 89.01 feet (88.00 feet record) to the aforementioned North line of the South Three-Quarters (S  $\frac{3}{4}$ ) of said Quarter-Quarter ( $\frac{1}{4}-\frac{1}{4}$ ) and an iron pin set, [said point bears Azimuth  $1^{\circ}08'36''$ , 9.69 feet (8.42 Feet Record) from a found witness iron pin; thence Azimuth  $89^{\circ}21'40''$  along said North line, 418.20 feet (418.00 feet record) to the Point of Beginning, situated in Charleston Township, Coles County, Illinois and containing 6.196 Acres, more or less.

The parent property is more commonly known as 1080 Nursery Road, Charleston, Illinois 61920 (PIN 02-1-01089-001) and;

WHEREAS, Final Plat approval is required at the completion of the minor subdivision process so that the subdivision plat can be recorded, dedications can be made and building construction can begin; and

WHEREAS, the Final Plat conforms to all applicable requirements of the City Code and other applicable land development regulations; and

WEHREAS, all submission requirements of the City Code regulations have been satisfied.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, COLES COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: RECITALS. The foregoing recitals are incorporated as though fully set forth herein.

SECTION TWO: APPROVAL OF FINAL PLAT. That the Minor Subdivision Final Plat for the subdivision titled “Babbs Subdivision” Charleston, Coles County, Illinois (attached as Exhibit 1), in accordance with City Code Title 10, Chapter 4, Section 3(F), is hereby approved.

SECTION THREE: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION FOUR: CONFLICT. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon passage, approval and publication in pamphlet form as provided by law and the provisions of the City Code amended herein shall be reprinted with the changes.

APPROVED and ADOPTED by the Mayor and City Council of the City of Charleston this \_\_\_\_\_ day of \_\_\_\_\_, 2022 pursuant to roll call vote as follows:

INTRODUCED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Aye	Nay	Abstain	Absent
Mayor:				
Brandon Combs				
City Council:				
Matthew Hutti				
Jeff Lahr				
Dennis Malak				
Tim Newell				

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Published in pamphlet form on  
The authority of the City Council  
This \_\_\_\_ Day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk





**City Council Regular Meeting**

23)

**Meeting Date:** 04/19/2022

**Submitted For:** Steve Pamperin, City Planner

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 620 6th Street (Scott Clarke d/b/a Central Illinois Vision).

**STAFF RECOMMENDATION:**

Waive layover period and approve.

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**Attachments**

ORD: TIF Funds for 620 6th Street (Scott Clark d/b/a Central Illinois Vision).  
Redevelopment Agreement.

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# **ORDINANCE**

2022 – O – \_\_\_\_\_

## **ORDINANCE PROVIDING FOR SENSIBLE REHABILITATION WITHIN THE TAX INCREMENT FINANCING (TIF) DISTRICT**

**WHEREAS**, the State of Illinois has adopted Tax Increment Financing, pursuant to Division 11, Section 74.4.1 et seq. of the Illinois Municipal Code, as amended; and

**WHEREAS**, the City Council for the City of Charleston, Coles County, Illinois, has adopted sales tax financing and has further adopted a Tax Increment Redevelopment Plan for a certain portion of real estate located within the City of Charleston, said real estate being described on Exhibit 1, said Exhibit being incorporated herein (more commonly known as 620 6th Street, Charleston, Illinois); and

**WHEREAS**, the Tax Increment Redevelopment Plan as approved by the City Council for the City of Charleston provides for a “development activity” for the sensible rehabilitation of structures; and

**WHEREAS**, Scott Clarke (d/b/a Central Illinois Vision) of the City of Charleston has requested a grant in the amount not to exceed Ten Thousand dollars and no cents (\$10,000.00) for the purpose of providing building renovations located at 620 6th Street; and

**WHEREAS**, the City of Charleston and Scott Clarke (d/b/a Central Illinois Vision) have mutually agreed to the terms of a Redevelopment Agreement, said agreement being attached as Exhibit 2 hereto and made a part thereof by reference; and

**WHEREAS**, the following provisions are made as a result of said Redevelopment Agreement:

That a grant to Scott Clarke (d/b/a Central Illinois Vision) in the amount not to exceed Ten Thousand dollars and no cents (\$10,000.00) would serve to:

- a)** Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b)** Enhance the tax base of the City of Charleston and other taxing districts, which extend into the redevelopment project area;
- c)** Arrest the spread of blighting factors and preserve and enhance the value of properties adjacent to the redevelopment project area;

- d)** Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e)** Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois; and

**WHEREAS**, it is hereby determined by the City Council of the City of Charleston, Coles County, Illinois, that it is in the best interest of the citizens thereof and an appropriate use of the Tax Increment Financing funds to enter into an agreement whereby Scott Clarke (d/b/a Central Illinois Vision) would receive a grant in the amount not to exceed Ten Thousand dollars and no cents (\$10,000.00);

**IT IS NOW THEREFORE ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Council of the City of Charleston, Coles County Illinois hereby makes the following findings:

**1)** That a grant to Scott Clarke (d/b/a Central Illinois Vision) in the amount not to exceed Ten Thousand dollars and no cents (\$10,000.00) would serve to:

- a)** Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b)** Enhance the tax base of the City of Charleston and the other taxing districts, which extend into the redevelopment project area;
- c)** Arrest the spread of blighting factors and to preserve and enhance the value of properties adjacent to the redevelopment project area;
- d)** Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e)** Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois.

**2)** That it is an appropriate use of the Tax Increment Financing funds as provided by the Tax Increment Redevelopment Plan to provide Scott Clarke (d/b/a Central Illinois Vision) with a grant, the monies set forth herein for the specific and limited purpose of

improvement of real estate located within the Tax Increment Financing District (more commonly known as 620 6th Street, Charleston, Illinois).

**3)** That the City shall enter into such Redevelopment Agreement as necessary for the purpose of authorizing a grant in the amount not to exceed Ten Thousand dollars and no cents (\$10,000.00).

**4)** That said funds shall be paid by the City of Charleston to Scott Clarke (d/b/a Central Illinois Vision) through the City of Charleston's Special Tax Allocation.

**5)** That said funds shall be used solely for the purpose of rehabilitating 620 6th Street.

**6)** That this Ordinance shall be in full force and effect after passage by the City Council and signature by the Chief Executive Officer in the manner provided by Law.

**7)** That the money shall be dispersed, by the TIF Officer, upon proof of work being completed.

**8)** That the money shall be dispersed up to the amount allowed above, upon proof of actual cost of the work approved in the applicant's TIF proposal.

**9)** That colors for awnings and other exterior building materials will be approved by the TIF Officer, prior to ordering/purchase and installation of the materials; failure to receive color approval can result in the City's refusing to distribute TIF funds.

**10)** That Grant recipient shall provide a contract for the work to be completed prior to commencing work in accordance with the Redevelopment Agreement.

**11)** That Grant recipient shall provide proof that all work is completed prior to April 30, 2023. Failure to provide said proof can result in termination of the TIF Grant.

**BE IT FURTHER ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Manager is authorized and directed to execute the Redevelopment Agreement attached hereto and incorporated herein by reference.

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Aye	Nay	Abstain	Absent
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## **EXHIBIT “1”**

Original Town of Charleston, Block 12, South 33  $\frac{3}{4}$  feet of Lot 86, SW  $\frac{1}{4}$  Section 11  
Township 12N, Range 9E, Coles County, Illinois (as taken from the TIF application,  
page 2);

More commonly known as 620 6th Street (Parcel Number 02-1-02989-000), Charleston,  
Illinois (Central Illinois Vision).

**REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (referred to herein as the “Agreement” or “Redevelopment Agreement”) is entered into this 20<sup>th</sup> day of April 2022, by and between the City of Charleston, Illinois (the “City”) and Scott Clarke d/b/a Central Illinois Vision (hereinafter referred to as “Developer”) for the property located at 620 6th Street, Charleston, Illinois.

**ARTICLE I**

**PREAMBLE**

WITNESSETH:

WHEREAS, the City has previously designated the “Central Area Redevelopment Plan and Redevelopment Project” Tax Increment Finance Redevelopment Area (hereinafter referred to as the “TIF Area”, as described in Exhibit A) pursuant to the “Tax Increment Financing Allocation Redevelopment (65 ILCS 5/11-74.4-1 et seq.), hereinafter referred to as the “Act”; and

WHEREAS, the Developer proposes to accomplish a Redevelopment Project (as defined in the Act) as a part of the Redevelopment Plan for the TIF Area; and

WHEREAS, the Developer has determined that the Project (as defined herein) is not economically feasible using traditional development financing procedures and is unwilling to undertake the Project and pay costs connected with the Project unless the City agrees that certain incentives will be provided to the Developer to be used for the payment of Redevelopment Project Costs (as that term is defined herein); and

WHEREAS, the Project is consistent with and will promote the purposes outlined in the Redevelopment Plan, and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the development of the Project; and

WHEREAS, the City has determined that the Developer possesses the experience and qualifications to undertake the Project, and the City, therefore, deems it appropriate to enter into this Agreement with Developer.

NOW, THEREFORE, the City and the Developer represent, covenant and agree as follows:

## **ARTICLE II**

### **DEFINITIONS**

The terms defined above in the recitals in the preamble to this Agreement and otherwise from place to place in this Agreement, and in this Section, will for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” will have the meaning as set forth in the recitals in the preamble to this Agreement and as the Act may be hereafter amended or supplemented from time to time.

“Agreement” means this Agreement and all Exhibits and Attachments appended hereto, as hereinafter amended or supplemented.

“Authorized Developer Representative” means the individual executing this Agreement (or such other persons, designated in writing filed with the City Clerk) who shall have full authority on behalf of the Developer to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the Developer to this Agreement.

“Authorized City Representative” means the Mayor (or the Mayor’s designee in writing filed with the City Clerk), who shall have full authority on behalf of the City to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the City to this Agreement.

“Certificate of Redevelopment Project Costs” means a document substantially in the form of Exhibit B delivered by the Developer to the City and certifying and evidencing Redevelopment Project Costs, which a portion of are payable under the Act and this Agreement.

“City” means the City of Charleston, Coles County, Illinois.

“City Council” or “Corporate Authorities” means the governing body of the City, as constituted from time to time.

“Developer” means Scott Clarke d/b/a Central Illinois Vision, or any entity or any successor of interest, or assigns which is a party to this Agreement.

“Development Plan(s)” means the “Redevelopment of 620 6th Street” plans, drawings and specifications herein defined as Exhibit C, prepared by the Developer.

“Fund” means the special tax allocation fund for the TIF Area provided for and described in 65 ILCS 5/11-74.4-8(b), established according to the Act.

“Grant Amount” means monies from the fund that the City shall reimburse the developer in the manner set forth in this agreement and shall be 50% of the total Redevelopment Project Costs (as certified by the City) or \$10,000.00, whichever amount is less. In the event that the project cost reduces, the grant amount shall reduce in the same percentage of the reduction in actual redevelopment project costs.

“Parties” means, collectively, the City and the Developer.

“Private Development” means the activities by the Developer as shown in the Development Plans.

“Project” means the building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: Masonry work to the front (east) side of building described as: a.) tear down and relay masonry on east side to the limestone (jl haselton sign) and replace damage masonry with new rock face buff and cut and point the rest of the east side below limestone sign; b.) clean all limestone; c.) point masonry wall using a concave flush finish; d.) wash masonry wall using Vanatrol cleaner and a power washer to ensure total removal of dirt and dust from wall; e.) waterproof and stabilize limestone on the east side; and 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; and 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project and; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted) and; 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

“Redevelopment Plan” means the redevelopment plan under the Act for the TIF Area.

“Redevelopment Project Costs” means those costs defined in the Act as “redevelopment project costs”.

“Site” means that real property described by a metes and bounds/legal description, as attached to Exhibit A, in Coles County, Illinois

“State” means the State of Illinois.

“TIF Area” means the “Central Area Redevelopment Plan and Redevelopment Project Area” Tax Increment Finance Redevelopment Area.

### **ARTICLE III**

#### **RESPONSIBILITIES OF THE CITY**

- 3.1 The ordinance authorizing this Agreement shall provide and constitute full authority for the City's payment of all or a portion of those Redevelopment Project Costs authorized by this Agreement and certified by the Developer in its Certificate of Redevelopment Project Costs. The obligation to make such payment(s) shall not be a general obligation of the City, and the City shall not and does not pledge any revenues or monies, other than those within the Fund.
- 3.2 The City's obligations under this Agreement to pay for a portion of the Redevelopment Project Costs (as authorized by the City) is a special and limited obligation, to be paid solely from monies on deposit in the Fund, and not otherwise. Any Notes or other obligations under this Agreement do not now and shall never constitute an indebtedness of the City within the meaning of any 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, funds, taxing power or otherwise, a condition precedent to the City's execution hereof and to which the Developer hereby irrevocably assents.
- 3.3 Commencing on April 20, 2022, the City shall review and, in its discretion, accept a Certificate of Redevelopment Project Costs provided to it by the Developer and funded by the city; such Certificate shall be no more than the percent of work completed by the developer as verified by the City. The City shall sign each such Certificate within thirty (30) days of receipt of each such Certificate, and upon signature, pay to the Developer the amount of each such Certificate; except in the event the City determines that deficiencies exist with respect to the Certificate or if the City determines that any cost identified as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan. If the City determines that there is a deficiency in the Certificate, the City shall notify the Developer within thirty (30) days of receipt of such Certificate of the specific

deficiencies (which may include the corrective action required). Upon Developer's presentation of satisfactory evidence of the correction of deficiencies and performance of corrective action, the City will promptly sign such Certificate and pay the Developer the Grant Amount: if the City determines that any cost identified by the Developer as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan the City shall notify the Developer in writing within the 30 days following receipt of a Certificate of Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as Redevelopment Project Costs with a supplemental application for payment.

- 3.4 The process for a payment to the Developer shall be substantially as follows: (1) The Developer shall pay for the development of the Project and shall submit to the City Certificates of Redevelopment Project Costs; (2) The City shall authorize the payment of such Certificates of Redevelopment Project Costs subject to the procedures set forth in Paragraph 3.3 of this Agreement; (3) The City shall pay to the Developer the authorized amount.
- 3.5 The City shall pay Developer from the Fund, in order to provide monies to the Developer to finance Redevelopment Project Costs identified in the Certificate of Redevelopment Project Costs and authorized by the City, the Grant Amount.
- 3.6 The City shall make such payments from the monies deposited in the Fund, and not otherwise.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE DEVELOPER**

- 4.1 The Developer agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the Project and Private Development.
- 4.2 Developer shall initiate the Project and Private Development no later than April 20, 2022.
- 4.3 Developer shall be in default if Developer does not make reasonable progress toward the completion of the Project. For the purposes of the Agreement, “reasonable progress” shall mean the completion of the Project, and the issuance of an occupancy permit by the City for the Project, on or before April 30, 2023.
- 4.4 The Developer shall disclose and report to the City any application or request the Developer makes to any governmental body, public or private agency or person for funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs. Developer shall disclose and give notice to the City if Developer receives funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs set forth or described in the Certificate of Redevelopment Project from a source other than monies in the Fund. In the event Developer receives any such monies or grants, the obligation of the City to fund the Redevelopment Project Costs may be reduced by a like amount.
- 4.5 Developer agrees to make a good faith effort in hiring City residents who are qualified for work at the Project. Such “good faith” efforts shall include, but not be limited to the provision of notices that shall be posted in Charleston City Hall providing information as to employment opportunities at the Project, with the necessary requirements for such employment.

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5.1 This Agreement, except where the context by clear implication will otherwise require, will be construed and applied as follows:
- a. Definitions include both singular and plural;
  - b. Pronouns include both singular and plural and cover all genders; and
  - c. Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.
- 5.2 All agreements, covenants, representations and warranties in this Agreement will remain in full force and effect for a term to coincide with the term of the TIF Area.
- 5.3 The purpose of the Agreement is to express the obligations and commitments of the City and Developer to take those actions necessary and appropriate to develop the Project consistent with this Agreement.
- 5.4 Neither the execution nor the delivery of this Agreement nor the performance of this Agreement by the City or the Developer will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license, or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree, or other law to which the City or the Developer, as applicable, is a party or by which the City or the Developer, as applicable, may be bound.
- 5.5 No consent or approval by a governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, except that if State or other governmental approvals are required, City will use its best efforts to obtain any such approval,

and Developer will not be obligated under Article 4 hereof until all such State or other governmental approvals are obtained and copies delivered to Developer.

- 5.6 All work by the City or the Developer will conform to Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivisions, zoning and life safety codes as may be applicable to their respective activities under this Agreement.

This project may be subject to the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Developer agrees to comply with the Act and agrees to indemnify and hold harmless Municipality from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Act by Developer and its agents.

- 5.7 This Agreement may be executed and delivered in counterparts and each will be considered an original and together they will constitute one agreement.
- 5.8 Any notice, demand, or request required or permitted to be given under the provisions of this Agreement will be in writing and delivered personally or by registered or certified mail, postage prepared, to the following persons and addresses, or to such other addresses or persons as either Party may designate by subsequent notice to the other Party:

If to the City, to:

Scott Smith, City Manager  
City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

With a copy to the City Attorney:

Rachael Cunningham  
City Attorney  
520 Jackson Avenue  
Charleston, IL 61920

If to the Developer, to:

Scott Clarke  
Central Illinois Vision  
620 6th Street  
Charleston, IL 61920

5.9 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

5.10 The Parties intend and believe that each provision of this Agreement complies with all applicable Local, State, and Federal laws and judicial decisions. However, if any provision or any portion of any provision of this Agreement is found by a court of law to be in violation of any applicable Local, State or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or portion to be illegal, invalid, unlawful, void or unenforceable as written, it is the intent of the Parties that such provision or portion will be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement will be construed as if such illegal, invalid, unlawful, void, or unenforceable provision or portion were not contained in this Agreement, and that the rights, obligations and interests of the Parties under the remainder of this Agreement will continue in full force and effect.

5.11 This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. The rights, duties and obligations of a party in this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

## **ARTICLE VI**

### **Defaults, Remedies and Indemnifications**

6.1 Material failure or delay by either the City or the Developer to timely perform any term or provision of this Agreement or their respective parts to be performed shall constitute an “event of default” under this Agreement. The Party who is charged with such nonperformance shall, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The Party claiming such event of default shall give written notice of the claimed event of default to the other Party, specifying the event of default complained of. Except as required to protect against immediate irreparable harm, the Party asserting an event of default may not institute proceedings against the other Party until seven (7) days if the default is failure to pay Developer pursuant to Article III or thirty (30) days in case of any other default after having given such notice. If such event of default is cured within such seven (7) or thirty (30) day period, as the case may be, the event of default shall not be deemed to constitute a “default” under this Agreement. If the event of default is one which cannot reasonably be cured within a thirty (30) day period, upon request and with appropriate showings, and agreement by the other Party to the time of the extension, the cure period shall be extended for such time as is reasonably necessary for the curing of same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the event shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided

above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default. The sole remedy of the Developer in the event of a default by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief. Under no circumstances shall the City be subject to any monetary liability or be liable for damages (compensatory or punitive) under the provisions, terms and conditions of this Agreement except to the extent of any failure to make deposits in or distributions from Developers Subaccount. In the event of a default by the Developer, the obligation of the City to provide Incremental Property Taxes from the Site to the Developer's Subaccount, and pay for any Redevelopment Project Cost, shall cease, and City shall not subsequently be obligated to make any such provisions or payments to Developer. Except as to the foregoing, the parties shall have all remedies with respect to this Agreement available under applicable law. Notwithstanding anything herein to the contrary, the City shall be liable for no amount hereunder in excess of Incremental Property Taxes which have been or should be duly deposited into the Developer's Subaccount.

- 6.2 Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; condemnation; strike; lockout; civil disorder; war; domestic or international terrorism; restrictive government regulations; issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the Redevelopment Agreement or any portion hereof; shortage or delay in shipment of material or fuel; inability to secure labor or materials within established budget limitations, including contingencies; acts of God; unusually adverse weather conditions; or other like causes beyond the Parties' reasonable

control including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Redevelopment Project Area, the Private Development, or this Agreement.

- 6.3 Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the Act, or any Ordinance of the City adopted or not adopted in connection with the Act or this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit claims by Developer against the Developer's Subaccount or actions by the Developer seeking specific performance.
- 6.4 The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City and its Corporate Authorities, officials, agents, employees and independent contractors against, any lawsuits or loss or damage to property or injury to or death of any person arising out of or in connection with this Agreement or the implementation of the Project and the Private Development, whether or not such is filed or other proceedings instituted, except as such may be caused by the intentional conduct of the City, its Corporate Authorities, officials, agents, employees, or independent contractors.
- 6.5 The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any lawsuits or other proceedings or damage or injury to the persons or property of the Developer or its officers, agents,

independent contractors or employees or any other person who may be about the Private Development or any work by the Developer due to any act of negligence of any person, except as such may be caused by the intentional misconduct, of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

- 6.6 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body, officials, agents, employees or independent contractors in their individual capacities.
- 6.7 To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Private Development or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Private Development unless such release or threat of release occurs as a result of any act, omission, negligence or misconduct of the City; (ii) (A) any violation (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Private Development, or (B) any hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, unless such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Private Development after the date hereof and implementation of the Redevelopment Plan; or (iv) any breach, falsity or failure of any of the

representations, warranties, covenants and agreements concerning any hazardous substances. For purposes of this paragraph “hazardous substances” includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49\_U.S.C. §§ 1801 et. seq. , the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, any other federal, state or local environmental law, ordinance, rule, or regulation. Notwithstanding anything to the contrary in this Article 6, Developer shall have no liability to indemnify the City with respect to conditions first arising or occurring after Developer ceases to own any interest in or have any right to possession of the site; provided, however that this limitation shall not diminish or otherwise effect (i) Developer’s liability for events occurring or conditions arising prior to such transfer or (ii) the liability of any transferee of Developer.

CITY OF CHARLESTON, ILLINOIS

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Date Executed:  
\_\_\_\_\_, 20\_\_

(Corporate Seal)

DEVELOPER  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Printed: \_\_\_\_\_  
Owner

Date Executed:  
\_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **(Copy of the Redevelopment Plan, including legal description of Site)**

Original Town of Charleston, Block 12, South 33 <sup>3</sup>/<sub>4</sub> feet of Lot 86, SW <sup>1</sup>/<sub>4</sub> Section 11 Township 12N, Range 9E, Coles County, Illinois (as taken from the TIF application, page 2);

More commonly known as 620 6th Street (Parcel Number 02-1-02989-000), Charleston, Illinois (Central Illinois Vision).

This Redevelopment Plan includes building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: Masonry work to the front (east) side of building described as: a.) tear down and relay masonry on east side to the limestone (Jl Haselton sign) and replace damage masonry with new rock face buff and cut and point the rest of the east side below limestone sign; b.) clean all limestone; c.) point masonry wall using a concave flush finish; d.) wash masonry wall using Vanatrol cleaner and a power washer to ensure total removal of dirt and dust from wall; e.) waterproof and stabilize limestone on the east side; and 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; and 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project and; 4) ALL work to be done using "Lead-Safe Procedures" (all colors to be approved by developer and the city, and no painting of the brick unless already painted) and; 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

The applicant has completed and included as part of Attachment "1" The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

## **EXHIBIT B**

### **Certificate of Redevelopment Project Costs**

The estimated Redevelopment Project Costs are estimated to be \$22,040.00

Total TIF project costs is whichever is less of \$10,000.00 or not to exceed 50% of total redevelopment project costs (as certified by the City), for the project described in Exhibit A.

The developer agrees to pay a minimum of 50% of total Redevelopment Project Costs.

## CONTRACTOR'S CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

TO: City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

Attention: Scott Smith, City Manager

Re: "Central Area Redevelopment Plan and Redevelopment Project" pertaining to the redevelopment of 620 6th Street as part of the Tax Increment Finance Redevelopment Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of April 20, 2022 (the "Agreement") between the City and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on Schedule 1 hereto is a Redevelopment Project Cost and was incurred in connection with the development of the Redevelopment Project.
2. These Redevelopment Project Costs have been paid by the Developer and are payable under the TIF Act and the Agreement.
3. Each item listed on Schedule 1 has not previously been paid from money derived from the TIF Area, and no part thereof has been included in any other Certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith. The Developer has contractor affidavits and lien waivers in connection with the foregoing.
5. All necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued are in full force and effect.

Redevelopment Agreement:	\$10,000.00	ORD#
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Pay Schedule #1:	<u>\$ 0.00</u>
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Balance of Agreement:	\$10,000.00
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**CONTRACTOR'S CERTIFICATE OF  
REDEVELOPMENT PROJECT COSTS (continued)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(signed name)

\_\_\_\_\_  
(printed name)

Title \_\_\_\_\_

**AUTHORIZED FOR PAYMENT**

**CITY OF CHARLESTON, ILLINOIS**

By: \_\_\_\_\_  
(Scott Smith, City Manager)

(Insert Notary Form(s) and Legal Description)

SCHEDULE 1  
REDEVELOPMENT PROJECT COSTS

List

Redevelopment Project Cost (in dollars)

## **EXHIBIT C**

### **DEVELOPMENT PLANS**

Development plans are completed and included as part of Attachment “1” The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

**City Council Regular Meeting**

24)

**Meeting Date:** 04/19/2022

**Submitted For:** Steve Pamperin, City Planner

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 509 7th Street (The Law Office of Chris Wetzel).

**STAFF RECOMMENDATION:**

Waive layover period and approve.

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**Attachments**

ORD: TIF Funds for 509 7th Street (The Law Office of Chris Wetzel).  
Redevelopment Agreement.

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# **ORDINANCE**

**2022 – O – \_\_\_\_**

## **ORDINANCE PROVIDING FOR SENSIBLE REHABILITATION WITHIN THE TAX INCREMENT FINANCING (TIF) DISTRICT**

**WHEREAS**, the State of Illinois has adopted Tax Increment Financing, pursuant to Division 11, Section 74.4.1 et seq. of the Illinois Municipal Code, as amended; and

**WHEREAS**, the City Council for the City of Charleston, Coles County, Illinois, has adopted sales tax financing and has further adopted a Tax Increment Redevelopment Plan for a certain portion of real estate located within the City of Charleston, said real estate being described on Exhibit 1, said Exhibit being incorporated herein (more commonly known as 509 7th Street, Charleston, Illinois; and

**WHEREAS**, the Tax Increment Redevelopment Plan as approved by the City Council for the City of Charleston provides for a “development activity” for the sensible rehabilitation of structures; and

**WHEREAS**, Chris Wetzel (d/b/a The Law Office of Chris Wetzel) of the City of Charleston has requested a grant in an amount not to exceed Nine Thousand Three Hundred Seventeen dollars and no cents (\$9,317.00) for the purpose of providing renovations to the building located at 509 7th Street; and

**WHEREAS**, the City of Charleston and Chris Wetzel (d/b/a The Law Office of Chris Wetzel) have mutually agreed to the terms of a Redevelopment Agreement, said agreement being attached as Exhibit 2 hereto and made a part thereof by reference; and

**WHEREAS**, the following provisions are made as a result of said Redevelopment Agreement:

That a grant to Chris Wetzel (d/b/a The Law Office of Chris Wetzel) in an amount not to exceed Nine Thousand Three Hundred Seventeen dollars and no cents (\$9,317.00) would serve to:

- a)** Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”

- b)** Enhance the tax base of the City of Charleston and other taxing districts, which extend into the redevelopment project area;
- c)** Arrest the spread of blighting factors and preserve and enhance the value of properties adjacent to the redevelopment project area;
- d)** Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e)** Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois; and

**WHEREAS**, it is hereby determined by the City Council of the City of Charleston, Coles County, Illinois, that it is in the best interest of the citizens thereof and an appropriate use of the Tax Increment Financing funds to enter into an agreement whereby Chris Wetzel (d/b/a The Law Office of Chris Wetzel) would receive a grant in an amount not to exceed Nine Thousand Three Hundred Seventeen dollars and no cents (\$9,317.00);

**IT IS NOW THEREFORE ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Council of the City of Charleston, Coles County, Illinois, hereby makes the following findings:

**1)** That a grant to Chris Wetzel (d/b/a The Law Office of Chris Wetzel) in an amount not to exceed Nine Thousand Three Hundred Seventeen dollars and no cents (\$9,317.00) would serve to:

- a)** Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b)** Enhance the tax base of the City of Charleston and the other taxing districts, which extend into the redevelopment project area;
- c)** Arrest the spread of blighting factors and to preserve and enhance the value of properties adjacent to the redevelopment project area;
- d)** Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e)** Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois.

- 2)** That it is an appropriate use of the Tax Increment Financing funds as provided by the Tax Increment Redevelopment Plan to provide Chris Wetzel (d/b/a The Law Office of Chris Wetzel) with a grant, the monies set forth herein for the specific and limited purpose of improvement of real estate located within the Tax Increment Financing District (more commonly known as 509 7th Street, Charleston, Illinois).
- 3)** That the City shall enter into such Redevelopment Agreement as necessary for the purpose of authorizing a grant in the amount not to exceed Nine Thousand Three Hundred Seventeen dollars and no cents (\$9,317.00).
- 4)** That said funds shall be paid by the City of Charleston to Chris Wetzel (d/b/a The Law Office of Chris Wetzel) through the City of Charleston's Special Tax Allocation.
- 5)** That said funds shall be used solely for the purpose of rehabilitating 509 7th Street.
- 6)** That this Ordinance shall be in full force and effect after passage by the City Council and signature by the Chief Executive Officer in the manner provided by Law.
- 7)** That the money shall be dispersed, by the TIF Officer, upon proof of work being completed.
- 8)** That the money shall be dispersed up to the amount allowed above, upon proof of actual cost of the work approved in the applicant's TIF proposal.
- 9)** That colors for awnings and other exterior building materials will be approved by the TIF Officer, prior to ordering/purchase and installation of the materials; failure to receive color approval can result in the City's refusing to distribute TIF funds.
- 10)** That Grant recipient shall provide a contract for the work to be completed prior to commencing work in accordance with the Redevelopment Agreement.
- 11)** That Grant recipient shall provide proof that all work is completed prior to April 30, 2023. Failure to provide said proof can result in termination of the TIF Grant.

**BE IT FURTHER ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Manager is authorized and directed to execute the Redevelopment Agreement attached hereto and incorporated herein by reference.

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Aye	Nay	Abstain	Absent
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## **EXHIBIT “1”**

A part of lot 38 in block 7 in the original town of Charleston, beginning 18 feet and 11 inches south of the northwest corner of said lot, thence south 19 ½ feet, thence east parallel with the south line of said lot to the alley, thence north with said alley 19 ½ feet, thence west to the place of beginning, situated in the County of Coles in the State of Illinois (as taken from the TIF application, page 2);

More commonly known as 509 7th Street (Parcel Number 02-1-02888-000), Charleston, Illinois (The Law Office of Chris Wetzel).

**REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (referred to herein as the “Agreement” or “Redevelopment Agreement”) is entered into this 20<sup>th</sup> day of April 2022, by and between the City of Charleston, Illinois (the “City”) and Chris Wetzel d/b/a The Law Office of Chris Wetzel (hereinafter referred to as “Developer”) for the property located at 509 7th Street, Charleston, Illinois.

**ARTICLE I**

**PREAMBLE**

WITNESSETH:

WHEREAS, the City has previously designated the “Central Area Redevelopment Plan and Redevelopment Project” Tax Increment Finance Redevelopment Area (hereinafter referred to as the “TIF Area,” as described in Exhibit A) pursuant to the “Tax Increment Financing Allocation Redevelopment (65 ILCS 5/11-74.4-1 et seq.), hereinafter referred to as the “Act”; and

WHEREAS, the Developer proposes to accomplish a Redevelopment Project (as defined in the Act) as a part of the Redevelopment Plan for the TIF Area; and

WHEREAS, the Developer has determined that the Project (as defined herein) is not economically feasible using traditional development financing procedures and is unwilling to undertake the Project and pay costs connected with the Project unless the City agrees that certain incentives will be provided to the Developer to be used for the payment of Redevelopment Project Costs (as that term is defined herein); and

WHEREAS, the Project is consistent with and will promote the purposes outlined in the Redevelopment Plan, and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the development of the Project; and

WHEREAS, the City has determined that the Developer possesses the experience and qualifications to undertake the Project, and the City, therefore, deems it appropriate to enter into this Agreement with Developer.

NOW, THEREFORE, the City and the Developer represent, covenant and agree as follows:

## **ARTICLE II**

### **DEFINITIONS**

The terms defined above in the recitals in the preamble to this Agreement and otherwise from place to place in this Agreement, and in this Section, will for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” will have the meaning as set forth in the recitals in the preamble to this Agreement and as the Act may be hereafter amended or supplemented from time to time.

“Agreement” means this Agreement and all Exhibits and Attachments appended hereto, as hereinafter amended or supplemented.

“Authorized Developer Representative” means the individual executing this Agreement (or such other persons, designated in writing filed with the City Clerk) who shall have full authority on behalf of the Developer to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the Developer to this Agreement.

“Authorized City Representative” means the Mayor (or the Mayor’s designee in writing filed with the City Clerk), who shall have full authority on behalf of the City to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the City to this Agreement.

“Certificate of Redevelopment Project Costs” means a document substantially in the form of Exhibit B delivered by the Developer to the City and certifying and evidencing Redevelopment Project Costs, which a portion of are payable under the Act and this Agreement.

“City” means the City of Charleston, Coles County, Illinois.

“City Council” or “Corporate Authorities” means the governing body of the City, as constituted from time to time.

“Developer” means Chris Wetzel d/b/a The Law Office of Chris Wetzel, or any entity or any successor of interest, or assigns which is a party to this Agreement.

“Development Plan(s)” means the “Redevelopment of 509 7th Street” plans, drawings and specifications herein defined as Exhibit C, prepared by the Developer.

“Fund” means the special tax allocation fund for the TIF Area provided for and described in 65 ILCS 5/11-74.4-8(b), established according to the Act.

“Grant Amount” means monies from the fund that the City shall reimburse the developer in the manner set forth in this agreement and shall be 50% of the total Redevelopment Project Costs (as certified by the City) or \$9,317.00, whichever amount is less. In the event that the project cost reduces, the grant amount shall reduce in the same percentage of the reduction in actual redevelopment project costs.

“Parties” means, collectively, the City and the Developer.

“Private Development” means the activities by the Developer as shown in the Development Plans.

“Project” means the building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work:

I.) Masonry work to the front (west) side of building described as: a.) cut masonry wall where needed; b.) remove and replace up to 30 spalled masonry; c.) point masonry wall using a concave flush finish; d.) wash masonry wall using Vanatrol cleaner and a power washer to ensure total removal of dirt and dust from wall; e.) cut and caulk caps on top of wall; f.) apply vertical sealer to wall (all in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); and

II.) Masonry work to the south exterior wall of the building described as: a.) cut masonry wall from the ground up approximately three (3) feet; b.) remove and replace damaged masonry with new masonry where needed; c.) point masonry wall using a concave flush finish; d.) wash masonry wall using Vanatrol cleaner and a power washer to ensure total removal of dirt and dust from wall; e.) coat finished wall with a special masonry coating called loxon; and

2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; and 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project and; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted) and; 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

“Redevelopment Plan” means the redevelopment plan under the Act for the TIF Area.

“Redevelopment Project Costs” means those costs defined in the Act as “redevelopment project costs”.

“Site” means that real property described by a metes and bounds/legal description, as attached to Exhibit A, in Coles County, Illinois

“State” means the State of Illinois.

“TIF Area” means the “Central Area Redevelopment Plan and Redevelopment Project Area” Tax Increment Finance Redevelopment Area.

### **ARTICLE III**

#### **RESPONSIBILITIES OF THE CITY**

- 3.1 The ordinance authorizing this Agreement shall provide and constitute full authority for the City’s payment of all or a portion of those Redevelopment Project Costs authorized by this Agreement and certified by the Developer in its Certificate of Redevelopment Project Costs. The obligation to make such payment(s) shall not be a general obligation of the City, and the City shall not and does not pledge any revenues or monies, other than those within the Fund.
- 3.2 The City’s obligations under this Agreement to pay for a portion of the Redevelopment Project Costs (as authorized by the City) is a special and limited obligation, to be paid solely from monies on deposit in the Fund, and not otherwise. Any Notes or other obligations under this Agreement do not now and shall never constitute an indebtedness of the City within the meaning of any 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, funds, taxing power or otherwise, a condition precedent to the City’s execution hereof and to which the Developer hereby irrevocably assents.
- 3.3 Commencing on April 20, 2022, the City shall review and, in its discretion, accept a Certificate of Redevelopment Project Costs provided to it by the Developer and funded by the city; such Certificate shall be no more than the percent of work completed by the developer as verified by the City. The City shall sign each such Certificate within thirty (30) days of receipt of each such Certificate, and upon signature, pay to the Developer the amount of each such Certificate; except in the event the City determines that deficiencies exist with respect to the Certificate or if the City determines that any cost identified as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan. If the City

determines that there is a deficiency in the Certificate, the City shall notify the Developer within thirty (30) days of receipt of such Certificate of the specific deficiencies (which may include the corrective action required). Upon Developer's presentation of satisfactory evidence of the correction of deficiencies and performance of corrective action, the City will promptly sign such Certificate and pay the Developer the Grant Amount: if the City determines that any cost identified by the Developer as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan the City shall notify the Developer in writing within the 30 days following receipt of a Certificate of Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as Redevelopment Project Costs with a supplemental application for payment.

3.4 The process for a payment to the Developer shall be substantially as follows: (1) The Developer shall pay for the development of the Project and shall submit to the City Certificates of Redevelopment Project Costs; (2) The City shall authorize the payment of such Certificates of Redevelopment Project Costs subject to the procedures set forth in Paragraph 3.3 of this Agreement; (3) The City shall pay to the Developer the authorized amount.

3.5 The City shall pay Developer from the Fund, in order to provide monies to the Developer to finance Redevelopment Project Costs identified in the Certificate of Redevelopment Project Costs and authorized by the City, the Grant Amount.

3.6 The City shall make such payments from the monies deposited in the Fund, and not otherwise.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE DEVELOPER**

- 4.1 The Developer agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the Project and Private Development.
- 4.2 Developer shall initiate the Project and Private Development no later than April 20, 2022.
- 4.3 Developer shall be in default if Developer does not make reasonable progress toward the completion of the Project. For the purposes of the Agreement, “reasonable progress” shall mean the completion of the Project, and the issuance of an occupancy permit by the City for the Project, on or before April 30, 2023.
- 4.4 The Developer shall disclose and report to the City any application or request the Developer makes to any governmental body, public or private agency or person for funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs. Developer shall disclose and give notice to the City if Developer receives funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs set forth or described in the Certificate of Redevelopment Project from a source other than monies in the Fund. In the event Developer receives any such monies or grants, the obligation of the City to fund the Redevelopment Project Costs may be reduced by a like amount.
- 4.5 Developer agrees to make a good faith effort in hiring City residents who are qualified for work at the Project. Such “good faith” efforts shall include, but not be limited to the provision of notices that shall be posted in Charleston City Hall providing information as to employment opportunities at the Project, with the necessary requirements for such employment.

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5.1 This Agreement, except where the context by clear implication will otherwise require, will be construed and applied as follows:
- a. Definitions include both singular and plural;
  - b. Pronouns include both singular and plural and cover all genders; and
  - c. Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.
- 5.2 All agreements, covenants, representations and warranties in this Agreement will remain in full force and effect for a term to coincide with the term of the TIF Area.
- 5.3 The purpose of the Agreement is to express the obligations and commitments of the City and Developer to take those actions necessary and appropriate to develop the Project consistent with this Agreement.
- 5.4 Neither the execution nor the delivery of this Agreement nor the performance of this Agreement by the City or the Developer will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license, or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree, or other law to which the City or the Developer, as applicable, is a party or by which the City or the Developer, as applicable, may be bound.
- 5.5 No consent or approval by a governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, except that if State or other governmental approvals are required, City will use its best efforts to obtain any such approval,

and Developer will not be obligated under Article 4 hereof until all such State or other governmental approvals are obtained and copies delivered to Developer.

- 5.6 All work by the City or the Developer will conform to Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivisions, zoning and life safety codes as may be applicable to their respective activities under this Agreement.

This project may be subject to the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Developer agrees to comply with the Act and agrees to indemnify and hold harmless Municipality from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Act by Developer and its agents.

- 5.7 This Agreement may be executed and delivered in counterparts and each will be considered an original and together they will constitute one agreement.
- 5.8 Any notice, demand, or request required or permitted to be given under the provisions of this Agreement will be in writing and delivered personally or by registered or certified mail, postage prepared, to the following persons and addresses, or to such other addresses or persons as either Party may designate by subsequent notice to the other Party:

If to the City, to:

Scott Smith, City Manager  
City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

With a copy to the City Attorney:

Rachael Cunningham  
City Attorney  
520 Jackson Avenue  
Charleston, IL 61920

If to the Developer, to:

Chris Wetzel  
The Law Office of Chris Wetzel  
509 7th Street  
Charleston, IL 61920

5.9 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

5.10 The Parties intend and believe that each provision of this Agreement complies with all applicable Local, State, and Federal laws and judicial decisions. However, if any provision or any portion of any provision of this Agreement is found by a court of law to be in violation of any applicable Local, State or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or portion to be illegal, invalid, unlawful, void or unenforceable as written, it is the intent of the Parties that such provision or portion will be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement will be construed as if such illegal, invalid, unlawful, void, or unenforceable provision or portion were not contained in this Agreement, and that the rights, obligations and interests of the Parties under the remainder of this Agreement will continue in full force and effect.

5.11 This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. The rights, duties and obligations of a party in this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

## **ARTICLE VI**

### **Defaults, Remedies and Indemnifications**

6.1 Material failure or delay by either the City or the Developer to timely perform any term or provision of this Agreement or their respective parts to be performed shall constitute an “event of default” under this Agreement. The Party who is charged with such nonperformance shall, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The Party claiming such event of default shall give written notice of the claimed event of default to the other Party, specifying the event of default complained of. Except as required to protect against immediate irreparable harm, the Party asserting an event of default may not institute proceedings against the other Party until seven (7) days if the default is failure to pay Developer pursuant to Article III or thirty (30) days in case of any other default after having given such notice. If such event of default is cured within such seven (7) or thirty (30) day period, as the case may be, the event of default shall not be deemed to constitute a “default” under this Agreement. If the event of default is one which cannot reasonably be cured within a thirty (30) day period, upon request and with appropriate showings, and agreement by the other Party to the time of the extension, the cure period shall be extended for such time as is reasonably necessary for the curing of same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the event shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided

above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default. The sole remedy of the Developer in the event of a default by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief. Under no circumstances shall the City be subject to any monetary liability or be liable for damages (compensatory or punitive) under the provisions, terms and conditions of this Agreement except to the extent of any failure to make deposits in or distributions from Developers Subaccount. In the event of a default by the Developer, the obligation of the City to provide Incremental Property Taxes from the Site to the Developer's Subaccount, and pay for any Redevelopment Project Cost, shall cease, and City shall not subsequently be obligated to make any such provisions or payments to Developer. Except as to the foregoing, the parties shall have all remedies with respect to this Agreement available under applicable law. Notwithstanding anything herein to the contrary, the City shall be liable for no amount hereunder in excess of Incremental Property Taxes which have been or should be duly deposited into the Developer's Subaccount.

- 6.2 Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; condemnation; strike; lockout; civil disorder; war; domestic or international terrorism; restrictive government regulations; issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the Redevelopment Agreement or any portion hereof; shortage or delay in shipment of material or fuel; inability to secure labor or materials within established budget limitations, including contingencies; acts of God; unusually adverse weather conditions; or other like causes beyond the Parties' reasonable

control including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Redevelopment Project Area, the Private Development, or this Agreement.

- 6.3 Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the Act, or any Ordinance of the City adopted or not adopted in connection with the Act or this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit claims by Developer against the Developer's Subaccount or actions by the Developer seeking specific performance.
- 6.4 The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City and its Corporate Authorities, officials, agents, employees and independent contractors against, any lawsuits or loss or damage to property or injury to or death of any person arising out of or in connection with this Agreement or the implementation of the Project and the Private Development, whether or not such is filed or other proceedings instituted, except as such may be caused by the intentional conduct of the City, its Corporate Authorities, officials, agents, employees, or independent contractors.
- 6.5 The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any lawsuits or other proceedings or damage or injury to the persons or property of the Developer or its officers, agents,

independent contractors or employees or any other person who may be about the Private Development or any work by the Developer due to any act of negligence of any person, except as such may be caused by the intentional misconduct, of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

- 6.6 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body, officials, agents, employees or independent contractors in their individual capacities.
- 6.7 To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Private Development or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Private Development unless such release or threat of release occurs as a result of any act, omission, negligence or misconduct of the City; (ii) (A) any violation (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Private Development, or (B) any hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, unless such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Private Development after the date hereof and implementation of the Redevelopment Plan; or (iv) any breach, falsity or failure of any of the

representations, warranties, covenants and agreements concerning any hazardous substances. For purposes of this paragraph “hazardous substances” includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49\_U.S.C. §§ 1801 et. seq. , the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, any other federal, state or local environmental law, ordinance, rule, or regulation. Notwithstanding anything to the contrary in this Article 6, Developer shall have no liability to indemnify the City with respect to conditions first arising or occurring after Developer ceases to own any interest in or have any right to possession of the site; provided, however that this limitation shall not diminish or otherwise effect (i) Developer’s liability for events occurring or conditions arising prior to such transfer or (ii) the liability of any transferee of Developer.

CITY OF CHARLESTON, ILLINOIS

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Date Executed:  
\_\_\_\_\_, 20\_\_

(Corporate Seal)

DEVELOPER  
\_\_\_\_\_

By:\_\_\_\_\_  
Signature

Printed:\_\_\_\_\_  
Owner

Date Executed:  
\_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **(Copy of the Redevelopment Plan, including legal description of Site)**

A part of lot 38 in block 7 in the original town of Charleston, beginning 18 feet and 11 inches south of the northwest corner of said lot, thence south 19 ½ feet, thence east parallel with the south line of said lot to the alley, thence north with said alley 19 ½ feet, thence west to the place of beginning, situated in the County of Coles in the State of Illinois (as taken from the TIF application, page 2);

More commonly known as 509 7th Street (Parcel Number 02-1-02888-000), Charleston, Illinois (The Law Office of Chris Wetzel).

This Redevelopment Plan includes building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work:

I) Masonry work to the front (west) side of building described as: a.) cut masonry wall where needed; b.) remove and replace up to 30 spalled masonry; c.) point masonry wall using a concave flush finish; d.) wash masonry wall using Vanatrol cleaner and a power washer to ensure total removal of dirt and dust from wall; e.) cut and caulk caps on top of wall; f.) apply vertical sealer to wall (all in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); and

II) Masonry work to the south exterior wall of the building described as: a.) cut masonry wall from the ground up approximately three (3) feet; b.) remove and replace damaged masonry with new masonry where needed; c.) point masonry wall using a concave flush finish; d.) wash masonry wall using Vanatrol cleaner and a power washer to ensure total removal of dirt and dust from wall; e.) coat finished wall with a special masonry coating called loxon; and

2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; and 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project and; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted) and; 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

The applicant has completed and included as part of Attachment “1” The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

## **EXHIBIT B**

### **Certificate of Redevelopment Project Costs**

The estimated Redevelopment Project Costs are estimated to be \$18,634.50

Total TIF project costs is whichever is less of \$9,317.00 or not to exceed 50% of total redevelopment project costs (as certified by the City), for the project described in Exhibit A.

The developer agrees to pay a minimum of 50% of total Redevelopment Project Costs.

## CONTRACTOR'S CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

TO: City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

Attention: Scott Smith, City Manager

Re: "Central Area Redevelopment Plan and Redevelopment Project" pertaining to the redevelopment of 509 7th Street as part of the Tax Increment Finance Redevelopment Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of April 20, 2022 (the "Agreement") between the City and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on Schedule 1 hereto is a Redevelopment Project Cost and was incurred in connection with the development of the Redevelopment Project.
2. These Redevelopment Project Costs have been paid by the Developer and are payable under the TIF Act and the Agreement.
3. Each item listed on Schedule 1 has not previously been paid from money derived from the TIF Area, and no part thereof has been included in any other Certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith. The Developer has contractor affidavits and lien waivers in connection with the foregoing.
5. All necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued are in full force and effect.

Redevelopment Agreement:	\$9,317.00	ORD#
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Pay Schedule #1:	<u>\$ 0.00</u>
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Balance of Agreement:	\$9,317.00
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**CONTRACTOR'S CERTIFICATE OF  
REDEVELOPMENT PROJECT COSTS (continued)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(signed name)

\_\_\_\_\_  
(printed name)

Title \_\_\_\_\_

**AUTHORIZED FOR PAYMENT**

**CITY OF CHARLESTON, ILLINOIS**

By: \_\_\_\_\_  
(Scott Smith, City Manager)

(Insert Notary Form(s) and Legal Description)

SCHEDULE 1  
REDEVELOPMENT PROJECT COSTS

List

Redevelopment Project Cost (in dollars)

## **EXHIBIT C**

### **DEVELOPMENT PLANS**

Development plans are completed and included as part of Attachment “1” The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

**City Council Regular Meeting**

25)

**Meeting Date:** 04/19/2022

**Submitted For:** Steve Pamperin, City Planner

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 710 Jackson Avenue (Troy Conley d/b/a Conley Properties).

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

ORD: TIF Funds for 710 Jackson Avenue.

Redevelopment Agreement.

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# **ORDINANCE**

22 – O – \_\_\_\_

## **ORDINANCE PROVIDING FOR SENSIBLE REHABILITATION WITHIN THE TAX INCREMENT FINANCING (TIF) DISTRICT**

**WHEREAS**, the State of Illinois has adopted Tax Increment Financing, pursuant to Division 11, Section 74.4.1 et seq. of the Illinois Municipal Code, as amended; and

**WHEREAS**, the City Council for the City of Charleston, Coles County, Illinois, has adopted sales tax financing and has further adopted a Tax Increment Redevelopment Plan for a certain portion of real estate located within the City of Charleston, said real estate being described on Exhibit 1, said Exhibit being incorporated herein (more commonly known as 710 Jackson Avenue, Charleston, Illinois); and

**WHEREAS**, the Tax Increment Redevelopment Plan as approved by the City Council for the City of Charleston provides for a “development activity” for the sensible rehabilitation of structures; and

**WHEREAS**, Troy Conley (d/b/a Conley Properties) of the City of Charleston has requested a grant in an amount not to exceed Seven Thousand Three Hundred Twenty dollars and no cents (\$7,320.00) for the purpose of providing building renovations located at 710 Jackson Avenue; and

**WHEREAS**, the City of Charleston and Troy Conley (d/b/a Conley Properties) have mutually agreed to the terms of a Redevelopment Agreement, said agreement being attached as Exhibit 2 hereto and made a part thereof by reference; and

**WHEREAS**, the following provisions are made as a result of said Redevelopment Agreement:

That a grant to Troy Conley (d/b/a Conley Properties) in an amount not to exceed Seven Thousand Three Hundred Twenty dollars and no cents (\$7,320.00) would serve to:

- a) Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”

- b) Enhance the tax base of the City of Charleston and other taxing districts, which extend into the redevelopment project area;
- c) Arrest the spread of blighting factors and preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois; and

**WHEREAS**, it is hereby determined by the City Council of the City of Charleston, Coles County, Illinois, that it is in the best interest of the citizens thereof and an appropriate use of the Tax Increment Financing funds to enter into an agreement whereby Troy Conley (d/b/a Conley Properties) would receive a grant in an amount not to exceed Seven Thousand Three Hundred Twenty dollars and no cents (\$7,320.00);

**IT IS NOW THEREFORE ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Council of the City of Charleston, Coles County, Illinois, hereby makes the following findings:

- 1) That a grant to Troy Conley (d/b/a Conley Properties) in an amount not to exceed Seven Thousand Three Hundred Twenty dollars and no cents (\$7,320.00) would serve to:
  - a) Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
  - b) Enhance the tax base of the City of Charleston and the other taxing districts, which extend into the redevelopment project area;
  - c) Arrest the spread of blighting factors and to preserve and enhance the value of properties adjacent to the redevelopment project area;
  - d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
  - e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois.

- 2)** That it is an appropriate use of the Tax Increment Financing funds as provided by the Tax Increment Redevelopment Plan to provide Troy Conley (d/b/a Conley Properties) with a grant, the monies set forth herein for the specific and limited purpose of improvement of real estate located within the Tax Increment Financing District (more commonly known as 710 Jackson Avenue, Charleston, Illinois).
- 3)** That the City shall enter into such Redevelopment Agreement as necessary for the purpose of authorizing a grant in an amount not to exceed Seven Thousand Three Hundred Twenty dollars and no cents (\$7,320.00).
- 4)** That said funds shall be paid by the City of Charleston to Troy Conley (d/b/a Conley Properties) through the City of Charleston's Special Tax Allocation.
- 5)** That said funds shall be used solely for the purpose of rehabilitating 710 Jackson Avenue.
- 6)** That this Ordinance shall be in full force and effect after passage by the City Council and signature by the Chief Executive Officer in the manner provided by Law.
- 7)** That the money shall be dispersed, by the TIF Officer, upon proof of work being completed.
- 8)** That the money shall be dispersed up to the amount allowed above, upon proof of actual cost of the work approved in the applicant's TIF proposal.
- 9)** That colors for awnings and other exterior building materials will be approved by the TIF Officer, prior to ordering/purchase and installation of the materials; failure to receive color approval can result in the City's refusing to distribute TIF funds.
- 10)** That Grant recipient shall provide a contract for the work to be completed prior to commencing work in accordance with the Redevelopment Agreement.
- 11)** That Grant recipient shall provide proof that all work is completed prior to April 30, 2023. Failure to provide said proof may result in termination of the TIF Grant.

**BE IT FURTHER ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Manager is authorized and directed to execute the Redevelopment Agreement attached hereto and incorporated herein by reference.

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Aye	Nay	Abstain	Absent
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## **EXHIBIT 1**

Thirteen and one fourth ( $13 \frac{1}{4}$ ) feet of the west side of the east one third ( $E \frac{1}{3}$ ) of lot sixty-six (66) in block ten (10), in the original town of Charleston, Coles County, Illinois; and also the east six (6) feet of and the west sixteen (16) feet and three (3) inches of lot sixty seven (67) in the original town of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);

More commonly known as 710 Jackson Avenue (Parcel Number 02-1-02943-000), Charleston, Illinois (Conley Properties).

**REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (referred to herein as the “Agreement” or “Redevelopment Agreement”) is entered into this 20<sup>th</sup> day of April 2022, by and between the City of Charleston, Illinois (the “City”) and Troy Conley d/b/a Conley Properties (hereinafter referred to as “Developer”) for the property located at 710 Jackson Avenue, Charleston, Illinois.

**ARTICLE I**

**PREAMBLE**

WITNESSETH:

WHEREAS, the City has previously designated the “Central Area Redevelopment Plan and Redevelopment Project” Tax Increment Finance Redevelopment Area (hereinafter referred to as the “TIF Area”, as described in Exhibit A) pursuant to the “Tax Increment Financing Allocation Redevelopment (65 ILCS 5/11-74.4-1 et seq.), hereinafter referred to as the “Act”;

and

WHEREAS, the Developer proposes to accomplish a Redevelopment Project (as defined in the Act) as a part of the Redevelopment Plan for the TIF Area; and

WHEREAS, the Developer has determined that the Project (as defined herein) is not economically feasible using traditional development financing procedures and is unwilling to undertake the Project and pay costs connected with the Project unless the City agrees that certain incentives will be provided to the Developer to be used for the payment of Redevelopment Project Costs (as that term is defined herein); and

WHEREAS, the Project is consistent with and will promote the purposes outlined in the Redevelopment Plan, and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the development of the Project; and

WHEREAS, the City has determined that the Developer possesses the experience and qualifications to undertake the Project, and the City, therefore, deems it appropriate to enter into this Agreement with Developer.

NOW, THEREFORE, the City and the Developer represent, covenant and agree as follows:

## **ARTICLE II**

### **DEFINITIONS**

The terms defined above in the recitals in the preamble to this Agreement and otherwise from place to place in this Agreement, and in this Section, will for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” will have the meaning as set forth in the recitals in the preamble to this Agreement and as the Act may be hereafter amended or supplemented from time to time.

“Agreement” means this Agreement and all Exhibits and Attachments appended hereto, as hereinafter amended or supplemented.

“Authorized Developer Representative” means the individual executing this Agreement (or such other persons, designated in writing filed with the City Clerk) who shall have full authority on behalf of the Developer to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the Developer to this Agreement.

“Authorized City Representative” means the Mayor (or the Mayor’s designee in writing filed with the City Clerk), who shall have full authority on behalf of the City to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the City to this Agreement.

“Certificate of Redevelopment Project Costs” means a document substantially in the form of Exhibit B delivered by the Developer to the City and certifying and evidencing Redevelopment Project Costs, which a portion of are payable under the Act and this Agreement.

“City” means the City of Charleston, Coles County, Illinois.

“City Council” or “Corporate Authorities” means the governing body of the City, as constituted from time to time.

“Developer” means Troy Conley d/b/a Conley Properties, or any entity or any successor of interest, or assigns which is a party to this Agreement.

“Development Plan(s)” means the “Redevelopment of 710 Jackson Avenue” plans, drawings and specifications herein defined as Exhibit C, prepared by the Developer.

“Fund” means the special tax allocation fund for the TIF Area provided for and described in 65 ILCS 5/11-74.4-8(b), established according to the Act.

“Grant Amount” means monies from the fund that the City shall reimburse the developer in the manner set forth in this agreement and shall be 50% of the total Redevelopment Project Costs (as certified by the City) or \$7,320.00, whichever amount is less. In the event that the project cost reduces, the grant amount shall reduce in the same percentage of the reduction in actual redevelopment project costs.

“Parties” means, collectively, the City and the Developer.

“Private Development” means the activities by the Developer as shown in the Development Plans.

“Project” means the building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: to re-secure trims, boards, and replace what is needed to paint and repair upper “cornice” assembly (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); and 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; and 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project and; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted) and; 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

“Redevelopment Plan” means the redevelopment plan under the Act for the TIF Area.

“Redevelopment Project Costs” means those costs defined in the Act as “redevelopment project costs”.

“Site” means that real property described by a metes and bounds/legal description, as attached to Exhibit A, in Coles County, Illinois

“State” means the State of Illinois.

“TIF Area” means the “Central Area Redevelopment Plan and Redevelopment Project Area” Tax Increment Finance Redevelopment Area.

### **ARTICLE III**

#### **RESPONSIBILITIES OF THE CITY**

- 3.1 The ordinance authorizing this Agreement shall provide and constitute full authority for the City's payment of all or a portion of those Redevelopment Project Costs authorized by this Agreement and certified by the Developer in its Certificate of Redevelopment Project Costs. The obligation to make such payment(s) shall not be a general obligation of the City, and the City shall not and does not pledge any revenues or monies, other than those within the Fund.
- 3.2 The City's obligations under this Agreement to pay for a portion of the Redevelopment Project Costs (as authorized by the City) is a special and limited obligation, to be paid solely from monies on deposit in the Fund, and not otherwise. Any Notes or other obligations under this Agreement do not now and shall never constitute an indebtedness of the City within the meaning of any 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, funds, taxing power or otherwise, a condition precedent to the City's execution hereof and to which the Developer hereby irrevocably assents.
- 3.3 Commencing on April 20, 2022, the City shall review and, in its discretion, accept a Certificate of Redevelopment Project Costs provided to it by the Developer and funded by the city; such Certificate shall be no more than the percent of work completed by the developer as verified by the City. The City shall sign each such Certificate within thirty (30) days of receipt of each such Certificate, and upon signature, pay to the Developer the amount of each such Certificate; except in the event the City determines that deficiencies exist with respect to the Certificate or if the City determines that any cost identified as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan. If the City determines that there is a deficiency in the Certificate, the City shall notify the Developer within thirty (30) days of receipt of such Certificate of the specific

deficiencies (which may include the corrective action required). Upon Developer's presentation of satisfactory evidence of the correction of deficiencies and performance of corrective action, the City will promptly sign such Certificate and pay the Developer the Grant Amount: if the City determines that any cost identified by the Developer as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan the City shall notify the Developer in writing within the 30 days following receipt of a Certificate of Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as Redevelopment Project Costs with a supplemental application for payment.

3.4 The process for a payment to the Developer shall be substantially as follows: (1) The Developer shall pay for the development of the Project and shall submit to the City Certificates of Redevelopment Project Costs; (2) The City shall authorize the payment of such Certificates of Redevelopment Project Costs subject to the procedures set forth in Paragraph 3.3 of this Agreement; (3) The City shall pay to the Developer the authorized amount.

3.5 The City shall pay Developer from the Fund, in order to provide monies to the Developer to finance Redevelopment Project Costs identified in the Certificate of Redevelopment Project Costs and authorized by the City, the Grant Amount.

3.6 The City shall make such payments from the monies deposited in the Fund, and not otherwise.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE DEVELOPER**

- 4.1 The Developer agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the Project and Private Development.
- 4.2 Developer shall initiate the Project and Private Development no later than April 20, 2022.
- 4.3 Developer shall be in default if Developer does not make reasonable progress toward the completion of the Project. For the purposes of the Agreement, “reasonable progress” shall mean the completion of the Project, and the issuance of an occupancy permit by the City for the Project, on or before April 30, 2023.
- 4.4 The Developer shall disclose and report to the City any application or request the Developer makes to any governmental body, public or private agency or person for funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs. Developer shall disclose and give notice to the City if Developer receives funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs set forth or described in the Certificate of Redevelopment Project from a source other than monies in the Fund. In the event Developer receives any such monies or grants, the obligation of the City to fund the Redevelopment Project Costs may be reduced by a like amount.
- 4.5 Developer agrees to make a good faith effort in hiring City residents who are qualified for work at the Project. Such “good faith” efforts shall include, but not be limited to the provision of notices that shall be posted in Charleston City Hall providing information as to employment opportunities at the Project, with the necessary requirements for such employment.

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5.1 This Agreement, except where the context by clear implication will otherwise require, will be construed and applied as follows:
- a. Definitions include both singular and plural;
  - b. Pronouns include both singular and plural and cover all genders; and
  - c. Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.
- 5.2 All agreements, covenants, representations and warranties in this Agreement will remain in full force and effect for a term to coincide with the term of the TIF Area.
- 5.3 The purpose of the Agreement is to express the obligations and commitments of the City and Developer to take those actions necessary and appropriate to develop the Project consistent with this Agreement.
- 5.4 Neither the execution nor the delivery of this Agreement nor the performance of this Agreement by the City or the Developer will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license, or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree, or other law to which the City or the Developer, as applicable, is a party or by which the City or the Developer, as applicable, may be bound.
- 5.5 No consent or approval by a governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, except that if State or other governmental approvals are required, City will use its best efforts to obtain any such approval,

and Developer will not be obligated under Article 4 hereof until all such State or other governmental approvals are obtained and copies delivered to Developer.

- 5.6 All work by the City or the Developer will conform to Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivisions, zoning and life safety codes as may be applicable to their respective activities under this Agreement.

This project may be subject to the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Developer agrees to comply with the Act and agrees to indemnify and hold harmless Municipality from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Act by Developer and its agents.

- 5.7 This Agreement may be executed and delivered in counterparts and each will be considered an original and together they will constitute one agreement.
- 5.8 Any notice, demand, or request required or permitted to be given under the provisions of this Agreement will be in writing and delivered personally or by registered or certified mail, postage prepared, to the following persons and addresses, or to such other addresses or persons as either Party may designate by subsequent notice to the other Party:

If to the City, to:

Scott Smith, City Manager  
City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

With a copy to the City Attorney:

Rachael Cunningham  
City Attorney  
520 Jackson Avenue  
Charleston, IL 61920

If to the Developer, to:

Troy Conley  
Conley Properties  
710 Jackson Avenue  
Charleston, IL 61920

5.9 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

5.10 The Parties intend and believe that each provision of this Agreement complies with all applicable Local, State, and Federal laws and judicial decisions. However, if any provision or any portion of any provision of this Agreement is found by a court of law to be in violation of any applicable Local, State or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or portion to be illegal, invalid, unlawful, void or unenforceable as written, it is the intent of the Parties that such provision or portion will be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement will be construed as if such illegal, invalid, unlawful, void, or unenforceable provision or portion were not contained in this Agreement, and that the rights, obligations and interests of the Parties under the remainder of this Agreement will continue in full force and effect.

5.11 This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. The rights, duties and obligations of a party in this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

## **ARTICLE VI**

### **Defaults, Remedies and Indemnifications**

6.1 Material failure or delay by either the City or the Developer to timely perform any term or provision of this Agreement or their respective parts to be performed shall constitute an “event of default” under this Agreement. The Party who is charged with such nonperformance shall, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The Party claiming such event of default shall give written notice of the claimed event of default to the other Party, specifying the event of default complained of. Except as required to protect against immediate irreparable harm, the Party asserting an event of default may not institute proceedings against the other Party until seven (7) days if the default is failure to pay Developer pursuant to Article III or thirty (30) days in case of any other default after having given such notice. If such event of default is cured within such seven (7) or thirty (30) day period, as the case may be, the event of default shall not be deemed to constitute a “default” under this Agreement. If the event of default is one which cannot reasonably be cured within a thirty (30) day period, upon request and with appropriate showings, and agreement by the other Party to the time of the extension, the cure period shall be extended for such time as is reasonably necessary for the curing of same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the event shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided

above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default. The sole remedy of the Developer in the event of a default by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief. Under no circumstances shall the City be subject to any monetary liability or be liable for damages (compensatory or punitive) under the provisions, terms and conditions of this Agreement except to the extent of any failure to make deposits in or distributions from Developers Subaccount. In the event of a default by the Developer, the obligation of the City to provide Incremental Property Taxes from the Site to the Developer's Subaccount, and pay for any Redevelopment Project Cost, shall cease, and City shall not subsequently be obligated to make any such provisions or payments to Developer. Except as to the foregoing, the parties shall have all remedies with respect to this Agreement available under applicable law. Notwithstanding anything herein to the contrary, the City shall be liable for no amount hereunder in excess of Incremental Property Taxes which have been or should be duly deposited into the Developer's Subaccount.

- 6.2 Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; condemnation; strike; lockout; civil disorder; war; domestic or international terrorism; restrictive government regulations; issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the Redevelopment Agreement or any portion hereof; shortage or delay in shipment of material or fuel; inability to secure labor or materials within established budget limitations, including contingencies; acts of God; unusually adverse weather conditions; or other like causes beyond the Parties' reasonable

control including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Redevelopment Project Area, the Private Development, or this Agreement.

- 6.3 Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the Act, or any Ordinance of the City adopted or not adopted in connection with the Act or this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit claims by Developer against the Developer's Subaccount or actions by the Developer seeking specific performance.
- 6.4 The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City and its Corporate Authorities, officials, agents, employees and independent contractors against, any lawsuits or loss or damage to property or injury to or death of any person arising out of or in connection with this Agreement or the implementation of the Project and the Private Development, whether or not such is filed or other proceedings instituted, except as such may be caused by the intentional conduct of the City, its Corporate Authorities, officials, agents, employees, or independent contractors.
- 6.5 The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any lawsuits or other proceedings or damage or injury to the persons or property of the Developer or its officers, agents,

independent contractors or employees or any other person who may be about the Private Development or any work by the Developer due to any act of negligence of any person, except as such may be caused by the intentional misconduct, of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

- 6.6 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body, officials, agents, employees or independent contractors in their individual capacities.
- 6.7 To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Private Development or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Private Development unless such release or threat of release occurs as a result of any act, omission, negligence or misconduct of the City; (ii) (A) any violation (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Private Development, or (B) any hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, unless such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Private Development after the date hereof and implementation of the Redevelopment Plan; or (iv) any breach, falsity or failure of any of the

representations, warranties, covenants and agreements concerning any hazardous substances. For purposes of this paragraph “hazardous substances” includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49\_U.S.C. §§ 1801 et. seq. , the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, any other federal, state or local environmental law, ordinance, rule, or regulation. Notwithstanding anything to the contrary in this Article 6, Developer shall have no liability to indemnify the City with respect to conditions first arising or occurring after Developer ceases to own any interest in or have any right to possession of the site; provided, however that this limitation shall not diminish or otherwise effect (i) Developer’s liability for events occurring or conditions arising prior to such transfer or (ii) the liability of any transferee of Developer.

CITY OF CHARLESTON, ILLINOIS

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Date Executed:  
\_\_\_\_\_, 20\_\_

(Corporate Seal)

DEVELOPER  
\_\_\_\_\_

By:\_\_\_\_\_  
Signature

Printed:\_\_\_\_\_  
Owner

Date Executed:  
\_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **(copy of the Redevelopment Plan, including legal description of Site)**

Thirteen and one fourth (13 ¼) feet of the west side of the east one third (E 1/3) of lot sixty-six (66) in block ten (10), in the original town of Charleston, Coles County, Illinois; and also the east six (6) feet of and the west sixteen (16) feet and three (3) inches of lot sixty seven (67) in the original town of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);

More commonly known as 710 Jackson Avenue (Parcel Number 02-1-02943-000), Charleston, Illinois (Conley Properties).

This Redevelopment Plan includes building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: to re-secure trims, boards, and replace what is needed to paint and repair upper “cornice” assembly (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); and 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; and 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project and; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted) and; 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

The applicant has completed and included as part of Attachment “1” The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

## **EXHIBIT B**

### **Certificate of Redevelopment Project Costs**

The estimated Redevelopment Project Costs are estimated to be \$14,641.09.

Total TIF project costs is whichever is less of \$7,320.00 or not to exceed 50% of total redevelopment project costs (as certified by the City), for the project described in Exhibit “A”.

The developer agrees to pay a minimum of 50% of total Redevelopment Project Costs.

## CONTRACTOR'S CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

TO: City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

Attention: Scott Smith, City Manager

Re: "Central Area Redevelopment Plan and Redevelopment Project" pertaining to the redevelopment of 710 Jackson Avenue as part of the Tax Increment Finance Redevelopment Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of April 20, 2022 (the "Agreement") between the City and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on Schedule 1 hereto is a Redevelopment Project Cost and was incurred in connection with the development of the Redevelopment Project.
2. These Redevelopment Project Costs have been paid by the Developer and are payable under the TIF Act and the Agreement.
3. Each item listed on Schedule 1 has not previously been paid from money derived from the TIF Area, and no part thereof has been included in any other Certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith. The Developer has contractor affidavits and lien waivers in connection with the foregoing.
5. All necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued are in full force and effect.

Redevelopment Agreement:	\$7,320.00	ORD#
Pay Schedule #1:	<u>\$ 0.00</u>	
Balance of Agreement:	\$7,3200.00	

**CONTRACTOR'S CERTIFICATE OF  
REDEVELOPMENT PROJECT COSTS (continued)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(signed name)

\_\_\_\_\_  
(printed name)

Title \_\_\_\_\_

**AUTHORIZED FOR PAYMENT**

**CITY OF CHARLESTON, ILLINOIS**

By: \_\_\_\_\_  
(Scott Smith, City Manager)

(Insert Notary Form(s) and Legal Description)

SCHEDULE 1  
REDEVELOPMENT PROJECT COSTS

List

Redevelopment Project Cost (in dollars)

## **EXHIBIT C**

### **DEVELOPMENT PLANS**

Development plans are completed and included as part of Attachment “1” The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

**City Council Regular Meeting**

26)

**Meeting Date:** 04/19/2022

**Submitted For:** Steve Pamperin, City Planner

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 618 Jackson Avenue (James DiNaso d/b/a The Body Club).

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

ORD: TIF Funds for 618 Jackson Avenue.

Redevelopment Agreement.

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# **ORDINANCE**

**2022 – O – \_\_\_\_\_**

## **ORDINANCE PROVIDING FOR SENSIBLE REHABILITATION WITHIN THE TAX INCREMENT FINANCING (TIF) DISTRICT**

**WHEREAS**, the State of Illinois has adopted Tax Increment Financing, pursuant to Division 11, Section 74.4.1 et seq. of the Illinois Municipal Code, as amended; and

**WHEREAS**, the City Council for the City of Charleston, Coles County, Illinois, has adopted sales tax financing and has further adopted a Tax Increment Redevelopment Plan for a certain portion of real estate located within the City of Charleston, said real estate being described on Exhibit 1, said Exhibit being incorporated herein (more commonly known as 618 Jackson Avenue, Charleston, Illinois); and

**WHEREAS**, the Tax Increment Redevelopment Plan as approved by the City Council for the City of Charleston provides for a “development activity” for the sensible rehabilitation of structures; and

**WHEREAS**, James DiNaso (d/b/a The Body Club) of the City of Charleston has requested a grant in an amount not to exceed Two Thousand Four Hundred Fifty dollars and no cents (\$2,450.00) for the purpose of providing building renovations located at 618 Jackson Avenue; and

**WHEREAS**, the City of Charleston and James DiNaso (d/b/a The Body Club) have mutually agreed to the terms of a Redevelopment Agreement, said agreement being attached as Exhibit 2 hereto and made a part thereof by reference; and

**WHEREAS**, the following provisions are made as a result of said Redevelopment Agreement:

That a grant to James DiNaso (d/b/a The Body Club) in the amount not to exceed Two Thousand Four Hundred Fifty dollars and no cents (\$2,450.00) would serve to:

- a)** Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b)** Enhance the tax base of the City of Charleston and other taxing districts, which extend into the redevelopment project area;

- c) Arrest the spread of blighting factors and preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois; and

**WHEREAS**, it is hereby determined by the City Council of the City of Charleston, Coles County, Illinois, that it is in the best interest of the citizens thereof and an appropriate use of the Tax Increment Financing funds to enter into an agreement whereby James DiNaso (d/b/a The Body Club) would receive a grant in an amount not to exceed Two Thousand Four Hundred Fifty dollars and no cents (\$2,450.00);

**IT IS NOW THEREFORE ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Council of the City of Charleston, Coles County Illinois hereby makes the following findings:

**1)** That a grant to James DiNaso (d/b/a The Body Club) in the amount not to exceed Two Thousand Four Hundred Fifty dollars and no cents (\$2,450.00) would serve to:

- a) Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b) Enhance the tax base of the City of Charleston and the other taxing districts, which extend into the redevelopment project area;
- c) Arrest the spread of blighting factors and to preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois.

**2)** That it is an appropriate use of the Tax Increment Financing funds as provided by the Tax Increment Redevelopment Plan to provide James DiNaso (d/b/a The Body Club) with a grant, the monies set forth herein for the specific and limited purpose of

improvement of real estate located within the Tax Increment Financing District (more commonly known as 618 Jackson Avenue, Charleston, Illinois).

**3)** That the City shall enter into such Redevelopment Agreement as necessary for the purpose of authorizing a grant in an amount not to exceed Two Thousand Four Hundred Fifty dollars and no cents (\$2,450.00).

**4)** That said funds shall be paid by the City of Charleston to James DiNaso (d/b/a The Body Club) through the City of Charleston's Special Tax Allocation.

**5)** That said funds shall be used solely for the purpose of rehabilitating 618 Jackson Avenue.

**6)** That this Ordinance shall be in full force and effect after passage by the City Council and signature by the Chief Executive Officer in the manner provided by Law.

**7)** That the money shall be dispersed, by the TIF Officer, upon proof of work being completed.

**8)** That the money shall be dispersed up to the amount allowed above, upon proof of actual cost of the work approved in the applicant's TIF proposal.

**9)** That colors for awnings and other exterior building materials will be approved by the TIF Officer, prior to ordering/purchase and installation of the materials; failure to receive color approval can result in the City's refusing to distribute TIF funds.

**10)** That Grant recipient shall provide a contract for the work to be completed prior to commencing work in accordance with the Redevelopment Agreement.

**11)** That Grant recipient shall provide proof that all work is completed prior to April 30, 2023. Failure to provide said proof can result in termination of the TIF Grant.

**BE IT FURTHER ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Manager is authorized and directed to execute the Redevelopment Agreement attached hereto and incorporated herein by reference.

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Aye	Nay	Abstain	Absent
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## **EXHIBIT “1”**

Original Town of Charleston, Block 11, PT of Lots 63 and 64, SW ¼ Section 11, T12N, R9E City of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);

More commonly known as 618 Jackson Avenue (Parcel Number 02-1-02969-000), Charleston, Illinois (The Body Club).

**REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (referred to herein as the “Agreement” or “Redevelopment Agreement”) is entered into this 20<sup>th</sup> day of April 2022, by and between the City of Charleston, Illinois (the “City”) and James DiNaso d/b/a The Body Shop (hereinafter referred to as “Developer”) for the property located at 618 Jackson Avenue, Charleston, Illinois.

**ARTICLE I**

**PREAMBLE**

WITNESSETH:

WHEREAS, the City has previously designated the “Central Area Redevelopment Plan and Redevelopment Project” Tax Increment Finance Redevelopment Area (hereinafter referred to as the “TIF Area,” as described in Exhibit A) pursuant to the “Tax Increment Financing Allocation Redevelopment (65 ILCS 5/11-74.4-1 et seq.), hereinafter referred to as the “Act”; and

WHEREAS, the Developer proposes to accomplish a Redevelopment Project (as defined in the Act) as a part of the Redevelopment Plan for the TIF Area; and

WHEREAS, the Developer has determined that the Project (as defined herein) is not economically feasible using traditional development financing procedures and is unwilling to undertake the Project and pay costs connected with the Project unless the City agrees that certain incentives will be provided to the Developer to be used for the payment of Redevelopment Project Costs (as that term is defined herein); and

WHEREAS, the Project is consistent with and will promote the purposes outlined in the Redevelopment Plan, and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the development of the Project; and

WHEREAS, the City has determined that the Developer possesses the experience and qualifications to undertake the Project, and the City, therefore, deems it appropriate to enter into this Agreement with Developer.

NOW, THEREFORE, the City and the Developer represent, covenant and agree as follows:

## **ARTICLE II**

### **DEFINITIONS**

The terms defined above in the recitals in the preamble to this Agreement and otherwise from place to place in this Agreement, and in this Section, will for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” will have the meaning as set forth in the recitals in the preamble to this Agreement and as the Act may be hereafter amended or supplemented from time to time.

“Agreement” means this Agreement and all Exhibits and Attachments appended hereto, as hereinafter amended or supplemented.

“Authorized Developer Representative” means the individual executing this Agreement (or such other persons, designated in writing filed with the City Clerk) who shall have full authority on behalf of the Developer to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the Developer to this Agreement.

“Authorized City Representative” means the Mayor (or the Mayor’s designee in writing filed with the City Clerk), who shall have full authority on behalf of the City to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the City to this Agreement.

“Certificate of Redevelopment Project Costs” means a document substantially in the form of Exhibit B delivered by the Developer to the City and certifying and evidencing Redevelopment Project Costs, which a portion of are payable under the Act and this Agreement.

“City” means the City of Charleston, Coles County, Illinois.

“City Council” or “Corporate Authorities” means the governing body of the City, as constituted from time to time.

“Developer” means James DiNaso d/b/a The Body Shop, or any entity or any successor of interest, or assigns which is a party to this Agreement.

“Development Plan(s)” means the “Redevelopment of 618 Jackson Avenue” plans, drawings and specifications herein defined as Exhibit C, prepared by the Developer.

“Fund” means the special tax allocation fund for the TIF Area provided for and described in 65 ILCS 5/11-74.4-8(b), established according to the Act.

“Grant Amount” means monies from the fund that the City shall reimburse the developer in the manner set forth in this agreement and shall be 50% of the total Redevelopment Project Costs (as certified by the City) or \$2,450.00, whichever amount is less. In the event that the project cost reduces, the grant amount shall reduce in the same percentage of the reduction in actual redevelopment project costs.

“Parties” means, collectively, the City and the Developer.

“Private Development” means the activities by the Developer as shown in the Development Plans.

“Project” means the building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: grind and tuckpoint a) all exterior brick masonry joints that are badly cracked or missing around gutter area on southern exterior elevation including two lintels shall be ground out approximately 3/4” in depth; b) masonry joints shall be power washed; c) masonry joints shall be tuck pointed with new mortar, lintels shall be caulked leaving weep holes every two feet; d) northern exterior elevation shall have mortar joints cut out and caulked leaving weep every two feet – above three lintels; e) all joints where lintels run across shall be cut out, caulked or tuckpointed (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted); and 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

“Redevelopment Plan” means the redevelopment plan under the Act for the TIF Area.

“Redevelopment Project Costs” means those costs defined in the Act as “redevelopment project costs”.

“Site” means that real property described by a metes and bounds/legal description, as attached to Exhibit A, in Coles County, Illinois

“State” means the State of Illinois.

“TIF Area” means the “Central Area Redevelopment Plan and Redevelopment Project Area” Tax Increment Finance Redevelopment Area.

### **ARTICLE III**

#### **RESPONSIBILITIES OF THE CITY**

- 3.1 The ordinance authorizing this Agreement shall provide and constitute full authority for the City's payment of all or a portion of those Redevelopment Project Costs authorized by this Agreement and certified by the Developer in its Certificate of Redevelopment Project Costs. The obligation to make such payment(s) shall not be a general obligation of the City, and the City shall not and does not pledge any revenues or monies, other than those within the Fund.
- 3.2 The City's obligations under this Agreement to pay for a portion of the Redevelopment Project Costs (as authorized by the City) is a special and limited obligation, to be paid solely from monies on deposit in the Fund, and not otherwise. Any Notes or other obligations under this Agreement do not now and shall never constitute an indebtedness of the City within the meaning of any 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, funds, taxing power or otherwise, a condition precedent to the City's execution hereof and to which the Developer hereby irrevocably assents.
- 3.3 Commencing on April 20, 2022, the City shall review and, in its discretion, accept a Certificate of Redevelopment Project Costs provided to it by the Developer and funded by the city; such Certificate shall be no more than the percent of work completed by the developer as verified by the City. The City shall sign each such Certificate within thirty (30) days of receipt of each such Certificate, and upon signature, pay to the Developer the amount of each such Certificate; except in the event the City determines that deficiencies exist with respect to the Certificate or if the City determines that any cost identified as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan. If the City determines that there is a deficiency in the Certificate, the City shall notify the Developer within thirty (30) days of receipt of such Certificate of the specific

deficiencies (which may include the corrective action required). Upon Developer's presentation of satisfactory evidence of the correction of deficiencies and performance of corrective action, the City will promptly sign such Certificate and pay the Developer the Grant Amount: if the City determines that any cost identified by the Developer as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan the City shall notify the Developer in writing within the 30 days following receipt of a Certificate of Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as Redevelopment Project Costs with a supplemental application for payment.

- 3.4 The process for a payment to the Developer shall be substantially as follows: (1) The Developer shall pay for the development of the Project and shall submit to the City Certificates of Redevelopment Project Costs; (2) The City shall authorize the payment of such Certificates of Redevelopment Project Costs subject to the procedures set forth in Paragraph 3.3 of this Agreement; (3) The City shall pay to the Developer the authorized amount.
- 3.5 The City shall pay Developer from the Fund, in order to provide monies to the Developer to finance Redevelopment Project Costs identified in the Certificate of Redevelopment Project Costs and authorized by the City, the Grant Amount.
- 3.6 The City shall make such payments from the monies deposited in the Fund, and not otherwise.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE DEVELOPER**

- 4.1 The Developer agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the Project and Private Development.
- 4.2 Developer shall initiate the Project and Private Development no later than April 20, 2022.
- 4.3 Developer shall be in default if Developer does not make reasonable progress toward the completion of the Project. For the purposes of the Agreement, “reasonable progress” shall mean the completion of the Project, and the issuance of an occupancy permit by the City for the Project, on or before April 30, 2023.
- 4.4 The Developer shall disclose and report to the City any application or request the Developer makes to any governmental body, public or private agency or person for funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs. Developer shall disclose and give notice to the City if Developer receives funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs set forth or described in the Certificate of Redevelopment Project from a source other than monies in the Fund. In the event Developer receives any such monies or grants, the obligation of the City to fund the Redevelopment Project Costs may be reduced by a like amount.
- 4.5 Developer agrees to make a good faith effort in hiring City residents who are qualified for work at the Project. Such “good faith” efforts shall include, but not be limited to the provision of notices that shall be posted in Charleston City Hall providing information as to employment opportunities at the Project, with the necessary requirements for such employment.

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5.1 This Agreement, except where the context by clear implication will otherwise require, will be construed and applied as follows:
- a. Definitions include both singular and plural;
  - b. Pronouns include both singular and plural and cover all genders; and
  - c. Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.
- 5.2 All agreements, covenants, representations and warranties in this Agreement will remain in full force and effect for a term to coincide with the term of the TIF Area.
- 5.3 The purpose of the Agreement is to express the obligations and commitments of the City and Developer to take those actions necessary and appropriate to develop the Project consistent with this Agreement.
- 5.4 Neither the execution nor the delivery of this Agreement nor the performance of this Agreement by the City or the Developer will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license, or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree, or other law to which the City or the Developer, as applicable, is a party or by which the City or the Developer, as applicable, may be bound.
- 5.5 No consent or approval by a governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, except that if State or other governmental approvals are required, City will use its best efforts to obtain any such approval,

and Developer will not be obligated under Article 4 hereof until all such State or other governmental approvals are obtained and copies delivered to Developer.

- 5.6 All work by the City or the Developer will conform to Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivisions, zoning and life safety codes as may be applicable to their respective activities under this Agreement.

This project may be subject to the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Developer agrees to comply with the Act and agrees to indemnify and hold harmless Municipality from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Act by Developer and its agents.

- 5.7 This Agreement may be executed and delivered in counterparts and each will be considered an original and together they will constitute one agreement.
- 5.8 Any notice, demand, or request required or permitted to be given under the provisions of this Agreement will be in writing and delivered personally or by registered or certified mail, postage prepared, to the following persons and addresses, or to such other addresses or persons as either Party may designate by subsequent notice to the other Party:

If to the City, to:

Scott Smith, City Manager  
City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

With a copy to the City Attorney:

Rachael Cunningham  
City Attorney  
520 Jackson Avenue  
Charleston, IL 61920

If to the Developer, to:

James DiNaso  
The Body Club  
618 Jackson Avenue  
Charleston, IL 61920

5.9 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

5.10 The Parties intend and believe that each provision of this Agreement complies with all applicable Local, State, and Federal laws and judicial decisions. However, if any provision or any portion of any provision of this Agreement is found by a court of law to be in violation of any applicable Local, State or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or portion to be illegal, invalid, unlawful, void or unenforceable as written, it is the intent of the Parties that such provision or portion will be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement will be construed as if such illegal, invalid, unlawful, void, or unenforceable provision or portion were not contained in this Agreement, and that the rights, obligations and interests of the Parties under the remainder of this Agreement will continue in full force and effect.

5.11 This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. The rights, duties and obligations of a party in this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

## **ARTICLE VI**

### **Defaults, Remedies and Indemnifications**

6.1 Material failure or delay by either the City or the Developer to timely perform any term or provision of this Agreement or their respective parts to be performed shall constitute an “event of default” under this Agreement. The Party who is charged with such nonperformance shall, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The Party claiming such event of default shall give written notice of the claimed event of default to the other Party, specifying the event of default complained of. Except as required to protect against immediate irreparable harm, the Party asserting an event of default may not institute proceedings against the other Party until seven (7) days if the default is failure to pay Developer pursuant to Article III or thirty (30) days in case of any other default after having given such notice. If such event of default is cured within such seven (7) or thirty (30) day period, as the case may be, the event of default shall not be deemed to constitute a “default” under this Agreement. If the event of default is one which cannot reasonably be cured within a thirty (30) day period, upon request and with appropriate showings, and agreement by the other Party to the time of the extension, the cure period shall be extended for such time as is reasonably necessary for the curing of same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the event shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided

above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default. The sole remedy of the Developer in the event of a default by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief. Under no circumstances shall the City be subject to any monetary liability or be liable for damages (compensatory or punitive) under the provisions, terms and conditions of this Agreement except to the extent of any failure to make deposits in or distributions from Developers Subaccount. In the event of a default by the Developer, the obligation of the City to provide Incremental Property Taxes from the Site to the Developer's Subaccount, and pay for any Redevelopment Project Cost, shall cease, and City shall not subsequently be obligated to make any such provisions or payments to Developer. Except as to the foregoing, the parties shall have all remedies with respect to this Agreement available under applicable law. Notwithstanding anything herein to the contrary, the City shall be liable for no amount hereunder in excess of Incremental Property Taxes which have been or should be duly deposited into the Developer's Subaccount.

- 6.2 Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; condemnation; strike; lockout; civil disorder; war; domestic or international terrorism; restrictive government regulations; issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the Redevelopment Agreement or any portion hereof; shortage or delay in shipment of material or fuel; inability to secure labor or materials within established budget limitations, including contingencies; acts of God; unusually adverse weather conditions; or other like causes beyond the Parties' reasonable

control including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Redevelopment Project Area, the Private Development, or this Agreement.

- 6.3 Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the Act, or any Ordinance of the City adopted or not adopted in connection with the Act or this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit claims by Developer against the Developer's Subaccount or actions by the Developer seeking specific performance.
- 6.4 The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City and its Corporate Authorities, officials, agents, employees and independent contractors against, any lawsuits or loss or damage to property or injury to or death of any person arising out of or in connection with this Agreement or the implementation of the Project and the Private Development, whether or not such is filed or other proceedings instituted, except as such may be caused by the intentional conduct of the City, its Corporate Authorities, officials, agents, employees, or independent contractors.
- 6.5 The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any lawsuits or other proceedings or damage or injury to the persons or property of the Developer or its officers, agents,

independent contractors or employees or any other person who may be about the Private Development or any work by the Developer due to any act of negligence of any person, except as such may be caused by the intentional misconduct, of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

- 6.6 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body, officials, agents, employees or independent contractors in their individual capacities.
- 6.7 To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Private Development or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Private Development unless such release or threat of release occurs as a result of any act, omission, negligence or misconduct of the City; (ii) (A) any violation (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Private Development, or (B) any hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, unless such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Private Development after the date hereof and implementation of the Redevelopment Plan; or (iv) any breach, falsity or failure of any of the

representations, warranties, covenants and agreements concerning any hazardous substances. For purposes of this paragraph “hazardous substances” includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49\_U.S.C. §§ 1801 et. seq. , the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, any other federal, state or local environmental law, ordinance, rule, or regulation. Notwithstanding anything to the contrary in this Article 6, Developer shall have no liability to indemnify the City with respect to conditions first arising or occurring after Developer ceases to own any interest in or have any right to possession of the site; provided, however that this limitation shall not diminish or otherwise effect (i) Developer’s liability for events occurring or conditions arising prior to such transfer or (ii) the liability of any transferee of Developer.

CITY OF CHARLESTON, ILLINOIS

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Date Executed:  
\_\_\_\_\_, 20\_\_

(Corporate Seal)

DEVELOPER  
\_\_\_\_\_

By:\_\_\_\_\_  
Signature

Printed:\_\_\_\_\_  
Owner

Date Executed:  
\_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **(copy of the Redevelopment Plan, including legal description of Site)**

Original Town of Charleston, Block 11, PT of Lots 63 and 64, SW ¼ Section 11, T12N, R9E  
City of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);  
More commonly known as 618 Jackson Avenue (Parcel Number 02-1-02969-000), Charleston,  
Illinois (The Body Club).

This Redevelopment Plan includes building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: grind and tuckpoint a) all exterior brick masonry joints that are badly cracked or missing around gutter area on southern exterior elevation including two lintels shall be ground out approximately 3/4" in depth; b) masonry joints shall be power washed; c) masonry joints shall be tuck pointed with new mortar, lintels shall be caulked leaving weep holes every two feet; d) northern exterior elevation shall have mortar joints cut out and caulked leaving weep every two feet – above three lintels; e) all joints where lintels run across shall be cut out, caulked or tuckpointed (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project; 4) ALL work to be done using "Lead-Safe Procedures" (all colors to be approved by developer and the city, and no painting of the brick unless already painted); and 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

The applicant has completed and included as part of Attachment: The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

## **EXHIBIT B**

### **Certificate of Redevelopment Project Costs**

The estimated Redevelopment Project Costs are estimated to be \$4,900.00

Total TIF project costs is whichever is less of \$2,450.00 or not to exceed 50% of total redevelopment project costs (as certified by the City), for the project described in Exhibit A.

The developer agrees to pay a minimum of 50% of total Redevelopment Project Costs.

## CONTRACTOR'S CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

TO: City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

Attention: Scott Smith, City Manager

Re: "Central Area Redevelopment Plan and Redevelopment Project" pertaining to the redevelopment of 618 Jackson Avenue as part of the Tax Increment Finance Redevelopment Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of April 20, 2022 (the "Agreement") between the City and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on Schedule 1 hereto is a Redevelopment Project Cost and was incurred in connection with the development of the Redevelopment Project.
2. These Redevelopment Project Costs have been paid by the Developer and are payable under the TIF Act and the Agreement.
3. Each item listed on Schedule 1 has not previously been paid from money derived from the TIF Area, and no part thereof has been included in any other Certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith. The Developer has contractor affidavits and lien waivers in connection with the foregoing.
5. All necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued are in full force and effect.

Redevelopment Agreement:	\$2,450.00	ORD#
Pay Schedule #1:	<u>\$ 0.00</u>	
Balance of Agreement:	\$2,450.00	

**CONTRACTOR'S CERTIFICATE OF  
REDEVELOPMENT PROJECT COSTS (continued)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(signed name)

\_\_\_\_\_  
(printed name)

Title \_\_\_\_\_

**AUTHORIZED FOR PAYMENT**

**CITY OF CHARLESTON, ILLINOIS**

By: \_\_\_\_\_  
(Scott Smith, City Manager)

(Insert Notary Form(s) and Legal Description)

SCHEDULE 1  
REDEVELOPMENT PROJECT COSTS

List

Redevelopment Project Cost (in dollars)

## **EXHIBIT C**

### **DEVELOPMENT PLANS**

Development plans are completed and included as part of Attachment “1” The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

**City Council Regular Meeting**

27)

**Meeting Date:** 04/19/2022

**Submitted For:** Steve Pamperin, City Planner

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 516 6th Street (Ryan Strange d/b/a Premier Properties).

**STAFF RECOMMENDATION:**

Waive layover period and approve.

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**Attachments**

ORD: TIF Funds for 516 6th Street (Premier Properties).

Redevelopment Agreement.

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# **ORDINANCE**

**2022 – O – \_\_\_\_\_**

## **ORDINANCE PROVIDING FOR SENSIBLE REHABILITATION WITHIN THE TAX INCREMENT FINANCING (TIF) DISTRICT**

**WHEREAS**, the State of Illinois has adopted Tax Increment Financing, pursuant to Division 11, Section 74.4.1 et seq. of the Illinois Municipal Code, as amended; and

**WHEREAS**, the City Council for the City of Charleston, Coles County, Illinois, has adopted sales tax financing and has further adopted a Tax Increment Redevelopment Plan for a certain portion of real estate located within the City of Charleston, said real estate being described on Exhibit 1, said Exhibit being incorporated herein (more commonly known as 516 6th Street, Charleston, Illinois); and

**WHEREAS**, the Tax Increment Redevelopment Plan as approved by the City Council for the City of Charleston provides for a “development activity” for the sensible rehabilitation of structures; and

**WHEREAS**, Ryan Strange (d/b/a Premier Properties) of the City of Charleston has requested a grant in an amount not to exceed Five Thousand Three Hundred Seven dollars and no cents (\$5,307.00) for the purpose of providing renovations to the building located at 516 6th Street; and

**WHEREAS**, the City of Charleston and Ryan Strange (d/b/a Premier Properties) have mutually agreed to the terms of a Redevelopment Agreement, said agreement being attached as Exhibit 2 hereto and made a part thereof by reference; and

**WHEREAS**, the following provisions are made as a result of said Redevelopment Agreement:

That a grant to Ryan Strange (d/b/a Premier Properties) in the amount not to exceed Five Thousand Three Hundred Seven dollars and no cents (\$5,307.00) would serve to:

- a)** Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b)** Enhance the tax base of the City of Charleston and other taxing districts, which extend into the redevelopment project area;

- c) Arrest the spread of blighting factors and preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois; and

**WHEREAS**, it is hereby determined by the City Council of the City of Charleston, Coles County, Illinois, that it is in the best interest of the citizens thereof and an appropriate use of the Tax Increment Financing funds to enter into an agreement whereby Ryan Strange (d/b/a Premier Properties) would receive a grant in an amount not to exceed Five Thousand Three Hundred Seven dollars and no cents (\$5,307.00);

**IT IS NOW THEREFORE ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Council of the City of Charleston, Coles County, Illinois, hereby makes the following findings:

1) That a grant to Ryan Strange (d/b/a Premier Properties) in an amount not to exceed Five Thousand Three Hundred Seven dollars and no cents (\$5,307.00) would serve to:

- a) Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b) Enhance the tax base of the City of Charleston and the other taxing districts, which extend into the redevelopment project area;
- c) Arrest the spread of blighting factors and to preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois.

2) That it is an appropriate use of the Tax Increment Financing funds as provided by the Tax Increment Redevelopment Plan to provide Ryan Strange (d/b/a Premier

Properties) with a grant, the monies set forth herein for the specific and limited purpose of improvement of real estate located within the Tax Increment Financing District (more commonly known as 516 6th Street, Charleston, Illinois).

**3)** That the City shall enter into such Redevelopment Agreement as necessary for the purpose of authorizing a grant in an amount not to exceed Five Thousand Three Hundred Seven dollars and no cents (\$5,307.00).

**4)** That said funds shall be paid by the City of Charleston to Ryan Strange (d/b/a Premier Properties) through the City of Charleston's Special Tax Allocation.

**5)** That said funds shall be used solely for the purpose of rehabilitating 516 6th Street.

**6)** That this Ordinance shall be in full force and effect after passage by the City Council and signature by the Chief Executive Officer in the manner provided by Law.

**7)** That the money shall be dispersed, by the TIF Officer, upon proof of work being completed.

**8)** That the money shall be dispersed up to the amount allowed above, upon proof of actual cost of the work approved in the applicant's TIF proposal.

**9)** That colors for awnings and other exterior building materials will be approved by the TIF Officer, prior to ordering/purchase and installation of the materials; failure to receive color approval can result in the City's refusing to distribute TIF funds.

**10)** That Grant recipient shall provide a contract for the work to be completed prior to commencing work in accordance with the Redevelopment Agreement.

**11)** That Grant recipient shall provide proof that all work is completed prior to April 30, 2023. Failure to provide said proof can result in termination of the TIF Grant.

**BE IT FURTHER ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Manager is authorized and directed to execute the Redevelopment Agreement attached hereto and incorporated herein by reference.

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Aye	Nay	Abstain	Absent
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## **EXHIBIT “1”**

Original Town of Charleston, Block 5, 19 FT South Side Lot 53, SW ¼ Section 11, T12N, R9E City of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);

More commonly known as 516 6th Street (Parcel Number 02-1-02864-000), Charleston, Illinois (Premier Properties).

**REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (referred to herein as the “Agreement” or “Redevelopment Agreement”) is entered into this 20<sup>th</sup> day of April 2022, by and between the City of Charleston, Illinois (the “City”) and Ryan Strange d/b/a Premier Properties (hereinafter referred to as “Developer”) for the property located at 516 6th Street, Charleston, Illinois.

**ARTICLE I**

**PREAMBLE**

WITNESSETH:

WHEREAS, the City has previously designated the “Central Area Redevelopment Plan and Redevelopment Project” Tax Increment Finance Redevelopment Area (hereinafter referred to as the “TIF Area,” as described in Exhibit A) pursuant to the “Tax Increment Financing Allocation Redevelopment (65 ILCS 5/11-74.4-1 et seq.), hereinafter referred to as the “Act”; and

WHEREAS, the Developer proposes to accomplish a Redevelopment Project (as defined in the Act) as a part of the Redevelopment Plan for the TIF Area; and

WHEREAS, the Developer has determined that the Project (as defined herein) is not economically feasible using traditional development financing procedures and is unwilling to undertake the Project and pay costs connected with the Project unless the City agrees that certain incentives will be provided to the Developer to be used for the payment of Redevelopment Project Costs (as that term is defined herein); and

WHEREAS, the Project is consistent with and will promote the purposes outlined in the Redevelopment Plan, and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the development of the Project; and

WHEREAS, the City has determined that the Developer possesses the experience and qualifications to undertake the Project, and the City, therefore, deems it appropriate to enter into this Agreement with Developer.

NOW, THEREFORE, the City and the Developer represent, covenant and agree as follows:

## **ARTICLE II**

### **DEFINITIONS**

The terms defined above in the recitals in the preamble to this Agreement and otherwise from place to place in this Agreement, and in this Section, will for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” will have the meaning as set forth in the recitals in the preamble to this Agreement and as the Act may be hereafter amended or supplemented from time to time.

“Agreement” means this Agreement and all Exhibits and Attachments appended hereto, as hereinafter amended or supplemented.

“Authorized Developer Representative” means the individual executing this Agreement (or such other persons, designated in writing filed with the City Clerk) who shall have full authority on behalf of the Developer to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the Developer to this Agreement.

“Authorized City Representative” means the Mayor (or the Mayor’s designee in writing filed with the City Clerk), who shall have full authority on behalf of the City to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the City to this Agreement.

“Certificate of Redevelopment Project Costs” means a document substantially in the form of Exhibit B delivered by the Developer to the City and certifying and evidencing Redevelopment Project Costs, which a portion of are payable under the Act and this Agreement.

“City” means the City of Charleston, Coles County, Illinois.

“City Council” or “Corporate Authorities” means the governing body of the City, as constituted from time to time.

“Developer” means Ryan Strange d/b/a Premier Properties, or any entity or any successor of interest, or assigns which is a party to this Agreement.

“Development Plan(s)” means the “Redevelopment of 516 6th Street” plans, drawings and specifications herein defined as Exhibit C, prepared by the Developer.

“Fund” means the special tax allocation fund for the TIF Area provided for and described in 65 ILCS 5/11-74.4-8(b), established according to the Act.

“Grant Amount” means monies from the fund that the City shall reimburse the developer in the manner set forth in this agreement and shall be 50% of the total Redevelopment Project Costs (as certified by the City) or \$5,307.00, whichever amount is less. In the event that the project cost reduces, the grant amount shall reduce in the same percentage of the reduction in actual redevelopment project costs.

“Parties” means, collectively, the City and the Developer.

“Private Development” means the activities by the Developer as shown in the Development Plans.

“Project” means the building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: remove and replace east (front) 2<sup>nd</sup> floor window assembly (double hung window on each side, picture window in the middle) to match exiting frames and existing window styles (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project and; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted); and 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

“Redevelopment Plan” means the redevelopment plan under the Act for the TIF Area.

“Redevelopment Project Costs” means those costs defined in the Act as “redevelopment project costs”.

“Site” means that real property described by a metes and bounds/legal description, as attached to Exhibit A, in Coles County, Illinois

“State” means the State of Illinois.

“TIF Area” means the “Central Area Redevelopment Plan and Redevelopment Project Area” Tax Increment Finance Redevelopment Area.

### **ARTICLE III**

#### **RESPONSIBILITIES OF THE CITY**

- 3.1 The ordinance authorizing this Agreement shall provide and constitute full authority for the City's payment of all or a portion of those Redevelopment Project Costs authorized by this Agreement and certified by the Developer in its Certificate of Redevelopment Project Costs. The obligation to make such payment(s) shall not be a general obligation of the City, and the City shall not and does not pledge any revenues or monies, other than those within the Fund.
- 3.2 The City's obligations under this Agreement to pay for a portion of the Redevelopment Project Costs (as authorized by the City) is a special and limited obligation, to be paid solely from monies on deposit in the Fund, and not otherwise. Any Notes or other obligations under this Agreement do not now and shall never constitute an indebtedness of the City within the meaning of any 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, funds, taxing power or otherwise, a condition precedent to the City's execution hereof and to which the Developer hereby irrevocably assents.
- 3.3 Commencing on April 20, 2022, the City shall review and, in its discretion, accept a Certificate of Redevelopment Project Costs provided to it by the Developer and funded by the city; such Certificate shall be no more than the percent of work completed by the developer as verified by the City. The City shall sign each such Certificate within thirty (30) days of receipt of each such Certificate, and upon signature, pay to the Developer the amount of each such Certificate; except in the event the City determines that deficiencies exist with respect to the Certificate or if the City determines that any cost identified as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan. If the City determines that there is a deficiency in the Certificate, the City shall notify the Developer within thirty (30) days of receipt of such Certificate of the specific

deficiencies (which may include the corrective action required). Upon Developer's presentation of satisfactory evidence of the correction of deficiencies and performance of corrective action, the City will promptly sign such Certificate and pay the Developer the Grant Amount: if the City determines that any cost identified by the Developer as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan the City shall notify the Developer in writing within the 30 days following receipt of a Certificate of Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as Redevelopment Project Costs with a supplemental application for payment.

- 3.4 The process for a payment to the Developer shall be substantially as follows: (1) The Developer shall pay for the development of the Project and shall submit to the City Certificates of Redevelopment Project Costs; (2) The City shall authorize the payment of such Certificates of Redevelopment Project Costs subject to the procedures set forth in Paragraph 3.3 of this Agreement; (3) The City shall pay to the Developer the authorized amount.
- 3.5 The City shall pay Developer from the Fund, in order to provide monies to the Developer to finance Redevelopment Project Costs identified in the Certificate of Redevelopment Project Costs and authorized by the City, the Grant Amount.
- 3.6 The City shall make such payments from the monies deposited in the Fund, and not otherwise.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE DEVELOPER**

- 4.1 The Developer agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the Project and Private Development.
- 4.2 Developer shall initiate the Project and Private Development no later than April 20, 2022.
- 4.3 Developer shall be in default if Developer does not make reasonable progress toward the completion of the Project. For the purposes of the Agreement, “reasonable progress” shall mean the completion of the Project, and the issuance of an occupancy permit by the City for the Project, on or before April 30, 2023.
- 4.4 The Developer shall disclose and report to the City any application or request the Developer makes to any governmental body, public or private agency or person for funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs. Developer shall disclose and give notice to the City if Developer receives funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs set forth or described in the Certificate of Redevelopment Project from a source other than monies in the Fund. In the event Developer receives any such monies or grants, the obligation of the City to fund the Redevelopment Project Costs may be reduced by a like amount.
- 4.5 Developer agrees to make a good faith effort in hiring City residents who are qualified for work at the Project. Such “good faith” efforts shall include, but not be limited to the provision of notices that shall be posted in Charleston City Hall providing information as to employment opportunities at the Project, with the necessary requirements for such employment.

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5.1 This Agreement, except where the context by clear implication will otherwise require, will be construed and applied as follows:
- a. Definitions include both singular and plural;
  - b. Pronouns include both singular and plural and cover all genders; and
  - c. Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.
- 5.2 All agreements, covenants, representations and warranties in this Agreement will remain in full force and effect for a term to coincide with the term of the TIF Area.
- 5.3 The purpose of the Agreement is to express the obligations and commitments of the City and Developer to take those actions necessary and appropriate to develop the Project consistent with this Agreement.
- 5.4 Neither the execution nor the delivery of this Agreement nor the performance of this Agreement by the City or the Developer will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license, or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree, or other law to which the City or the Developer, as applicable, is a party or by which the City or the Developer, as applicable, may be bound.
- 5.5 No consent or approval by a governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, except that if State or other governmental approvals are required, City will use its best efforts to obtain any such approval,

and Developer will not be obligated under Article 4 hereof until all such State or other governmental approvals are obtained and copies delivered to Developer.

- 5.6 All work by the City or the Developer will conform to Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivisions, zoning and life safety codes as may be applicable to their respective activities under this Agreement.

This project may be subject to the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Developer agrees to comply with the Act and agrees to indemnify and hold harmless Municipality from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Act by Developer and its agents.

- 5.7 This Agreement may be executed and delivered in counterparts and each will be considered an original and together they will constitute one agreement.
- 5.8 Any notice, demand, or request required or permitted to be given under the provisions of this Agreement will be in writing and delivered personally or by registered or certified mail, postage prepared, to the following persons and addresses, or to such other addresses or persons as either Party may designate by subsequent notice to the other Party:

If to the City, to:

Scott Smith, City Manager  
City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

With a copy to the City Attorney:

Rachael Cunningham  
City Attorney  
520 Jackson Avenue  
Charleston, IL 61920

If to the Developer, to:

Ryan Strange  
Premier Properties  
PO Box 135  
Charleston, IL 61920

5.9 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

5.10 The Parties intend and believe that each provision of this Agreement complies with all applicable Local, State, and Federal laws and judicial decisions. However, if any provision or any portion of any provision of this Agreement is found by a court of law to be in violation of any applicable Local, State or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or portion to be illegal, invalid, unlawful, void or unenforceable as written, it is the intent of the Parties that such provision or portion will be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement will be construed as if such illegal, invalid, unlawful, void, or unenforceable provision or portion were not contained in this Agreement, and that the rights, obligations and interests of the Parties under the remainder of this Agreement will continue in full force and effect.

5.11 This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. The rights, duties and obligations of a party in this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

## **ARTICLE VI**

### **Defaults, Remedies and Indemnifications**

6.1 Material failure or delay by either the City or the Developer to timely perform any term or provision of this Agreement or their respective parts to be performed shall constitute an “event of default” under this Agreement. The Party who is charged with such nonperformance shall, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The Party claiming such event of default shall give written notice of the claimed event of default to the other Party, specifying the event of default complained of. Except as required to protect against immediate irreparable harm, the Party asserting an event of default may not institute proceedings against the other Party until seven (7) days if the default is failure to pay Developer pursuant to Article III or thirty (30) days in case of any other default after having given such notice. If such event of default is cured within such seven (7) or thirty (30) day period, as the case may be, the event of default shall not be deemed to constitute a “default” under this Agreement. If the event of default is one which cannot reasonably be cured within a thirty (30) day period, upon request and with appropriate showings, and agreement by the other Party to the time of the extension, the cure period shall be extended for such time as is reasonably necessary for the curing of same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the event shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided

above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default. The sole remedy of the Developer in the event of a default by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief. Under no circumstances shall the City be subject to any monetary liability or be liable for damages (compensatory or punitive) under the provisions, terms and conditions of this Agreement except to the extent of any failure to make deposits in or distributions from Developers Subaccount. In the event of a default by the Developer, the obligation of the City to provide Incremental Property Taxes from the Site to the Developer's Subaccount, and pay for any Redevelopment Project Cost, shall cease, and City shall not subsequently be obligated to make any such provisions or payments to Developer. Except as to the foregoing, the parties shall have all remedies with respect to this Agreement available under applicable law. Notwithstanding anything herein to the contrary, the City shall be liable for no amount hereunder in excess of Incremental Property Taxes which have been or should be duly deposited into the Developer's Subaccount.

- 6.2 Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; condemnation; strike; lockout; civil disorder; war; domestic or international terrorism; restrictive government regulations; issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the Redevelopment Agreement or any portion hereof; shortage or delay in shipment of material or fuel; inability to secure labor or materials within established budget limitations, including contingencies; acts of God; unusually adverse weather conditions; or other like causes beyond the Parties' reasonable

control including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Redevelopment Project Area, the Private Development, or this Agreement.

- 6.3 Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the Act, or any Ordinance of the City adopted or not adopted in connection with the Act or this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit claims by Developer against the Developer's Subaccount or actions by the Developer seeking specific performance.
- 6.4 The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City and its Corporate Authorities, officials, agents, employees and independent contractors against, any lawsuits or loss or damage to property or injury to or death of any person arising out of or in connection with this Agreement or the implementation of the Project and the Private Development, whether or not such is filed or other proceedings instituted, except as such may be caused by the intentional conduct of the City, its Corporate Authorities, officials, agents, employees, or independent contractors.
- 6.5 The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any lawsuits or other proceedings or damage or injury to the persons or property of the Developer or its officers, agents,

independent contractors or employees or any other person who may be about the Private Development or any work by the Developer due to any act of negligence of any person, except as such may be caused by the intentional misconduct, of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

- 6.6 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body, officials, agents, employees or independent contractors in their individual capacities.
- 6.7 To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Private Development or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Private Development unless such release or threat of release occurs as a result of any act, omission, negligence or misconduct of the City; (ii) (A) any violation (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Private Development, or (B) any hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, unless such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Private Development after the date hereof and implementation of the Redevelopment Plan; or (iv) any breach, falsity or failure of any of the

representations, warranties, covenants and agreements concerning any hazardous substances. For purposes of this paragraph “hazardous substances” includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq. , the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.) and in the regulations adopted and publications promulgated pursuant thereto, any other federal, state or local environmental law, ordinance, rule, or regulation. Notwithstanding anything to the contrary in this Article 6, Developer shall have no liability to indemnify the City with respect to conditions first arising or occurring after Developer ceases to own any interest in or have any right to possession of the site; provided, however that this limitation shall not diminish or otherwise effect (i) Developer’s liability for events occurring or conditions arising prior to such transfer or (ii) the liability of any transferee of Developer.

CITY OF CHARLESTON, ILLINOIS

Attest:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Clerk

Date Executed:  
\_\_\_\_\_, 20\_\_

(Corporate Seal)

DEVELOPER  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Printed: \_\_\_\_\_  
Owner

Date Executed:  
\_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **(Copy of the Redevelopment Plan, including legal description of Site)**

Original Town of Charleston, Block 5, 19 FT South Side Lot 53, SW ¼ Section 11, T12N, R9E  
City of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);  
More commonly known as 516 6th Street (Parcel Number 02-1-02864-000), Charleston, Illinois  
(Premier Properties).

This Redevelopment Plan includes building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: remove and replace east (front) 2<sup>nd</sup> floor window assembly (double hung window on each side, picture window in the middle) to match exiting frames and existing window styles (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted); and 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

The applicant has completed and included as part of Attachment 1: The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

## **EXHIBIT B**

### **Certificate of Redevelopment Project Costs**

The estimated Redevelopment Project Costs are estimated to be \$11,925.00

Total TIF project costs is whichever is less of \$5,307.00 or not to exceed 50% of total redevelopment project costs (as certified by the City), for the project described in Exhibit A.

The developer agrees to pay a minimum of 50% of total Redevelopment Project Costs.

## CONTRACTOR'S CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

TO: City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

Attention: Scott Smith, City Manager

Re: "Central Area Redevelopment Plan and Redevelopment Project" pertaining to the redevelopment of 516 6th Street as part of the Tax Increment Finance Redevelopment Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of April 20, 2022 (the "Agreement") between the City and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on Schedule 1 hereto is a Redevelopment Project Cost and was incurred in connection with the development of the Redevelopment Project.
2. These Redevelopment Project Costs have been paid by the Developer and are payable under the TIF Act and the Agreement.
3. Each item listed on Schedule 1 has not previously been paid from money derived from the TIF Area, and no part thereof has been included in any other Certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith. The Developer has contractor affidavits and lien waivers in connection with the foregoing.
5. All necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued are in full force and effect.

Redevelopment Agreement:	\$5,307.00	ORD#
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Pay Schedule #1:	<u>\$ 0.00</u>
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Balance of Agreement:	\$5,307.00
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**CONTRACTOR'S CERTIFICATE OF  
REDEVELOPMENT PROJECT COSTS (continued)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
(Signed name)

\_\_\_\_\_  
(Printed name)

Title \_\_\_\_\_

**AUTHORIZED FOR PAYMENT**

**CITY OF CHARLESTON, ILLINOIS**

By: \_\_\_\_\_  
(Scott Smith, City Manager)

(Insert Notary Form(s) and Legal Description)

SCHEDULE 1  
REDEVELOPMENT PROJECT COSTS

List

Redevelopment Project Cost (in dollars)

## **EXHIBIT C**

### **DEVELOPMENT PLANS**

Development plans are completed and included as part of Attachment “1” The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

**City Council Regular Meeting**

28)

**Meeting Date:** 04/19/2022

**Submitted For:** Steve Pamperin, City Planner

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 521 7th Street (Ryan Strange d/b/a Premier Properties).

**STAFF RECOMMENDATION:**

Waive layover period and approve.

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**Attachments**

ORD: TIF Funds for 521 7th Street (Ryan Strange d/b/a Premier Properties).  
Redevelopment Agreement.

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# **ORDINANCE**

**2022 – O – \_\_\_\_\_**

## **ORDINANCE PROVIDING FOR SENSIBLE REHABILITATION WITHIN THE TAX INCREMENT FINANCING (TIF) DISTRICT**

**WHEREAS**, the State of Illinois has adopted Tax Increment Financing, pursuant to Division 11, Section 74.4.1 et seq. of the Illinois Municipal Code, as amended; and

**WHEREAS**, the City Council for the City of Charleston, Coles County, Illinois, has adopted sales tax financing and has further adopted a Tax Increment Redevelopment Plan for a certain portion of real estate located within the City of Charleston, said real estate being described on Exhibit 1, said Exhibit being incorporated herein (more commonly known as 521 7th Street, Charleston, Illinois); and

**WHEREAS**, the Tax Increment Redevelopment Plan as approved by the City Council for the City of Charleston provides for a “development activity” for the sensible rehabilitation of structures; and

**WHEREAS**, Ryan Strange d/b/a Premier Properties of the City of Charleston has requested a grant in an amount not to exceed Three Thousand Six Hundred Sixty-Three dollars and no cents (\$3,663.00) for the purpose of providing renovations to the building located at 521 7th Street; and

**WHEREAS**, the City of Charleston and Ryan Strange (d/b/a Premier Properties) have mutually agreed to the terms of a Redevelopment Agreement, said agreement being attached as Exhibit 2 hereto and made a part thereof by reference; and

**WHEREAS**, the following provisions are made as a result of said Redevelopment Agreement:

That a grant to Ryan Strange (d/b/a Premier Properties) in an amount not to exceed Three Thousand Six Hundred Sixty-Three dollars and no cents (\$3,663.00) would serve to:

- a)** Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b)** Enhance the tax base of the City of Charleston and other taxing districts, which extend into the redevelopment project area;

- c) Arrest the spread of blighting factors and preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois; and

**WHEREAS**, it is hereby determined by the City Council of the City of Charleston, Coles County, Illinois, that it is in the best interest of the citizens thereof and an appropriate use of the Tax Increment Financing funds to enter into an agreement whereby Ryan Strange (d/b/a Premier Properties) would receive a grant in an amount not to exceed Three Thousand Six Hundred Sixty-Three dollars and no cents (\$3,663.00);

**IT IS NOW THEREFORE ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Council of the City of Charleston, Coles County, Illinois, hereby makes the following findings:

**1)** That a grant to Ryan Strange (d/b/a Premier Properties) in an amount not to exceed Three Thousand Six Hundred Sixty-Three dollars and no cents (\$3,663.00) would serve to:

- a) Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b) Enhance the tax base of the City of Charleston and the other taxing districts, which extend into the redevelopment project area;
- c) Arrest the spread of blighting factors and to preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois.

- 2)** That it is an appropriate use of the Tax Increment Financing funds as provided by the Tax Increment Redevelopment Plan to provide Ryan Strange (d/b/a Premier Properties) with a grant, the monies set forth herein for the specific and limited purpose of improvement of real estate located within the Tax Increment Financing District (more commonly known as 521 7th Street, Charleston, Illinois).
- 3)** That the City shall enter into such Redevelopment Agreement as necessary for the purpose of authorizing a grant in an amount not to exceed Three Thousand Six Hundred Sixty-Three dollars and no cents (\$3,663.00).
- 4)** That said funds shall be paid by the City of Charleston to Ryan Strange (d/b/a Premier Properties) through the City of Charleston's Special Tax Allocation.
- 5)** That said funds shall be used solely for the purpose of rehabilitating 521 7th Street.
- 6)** That this Ordinance shall be in full force and effect after passage by the City Council and signature by the Chief Executive Officer in the manner provided by Law.
- 7)** That the money shall be dispersed, by the TIF Officer, upon proof of work being completed.
- 8)** That the money shall be dispersed up to the amount allowed above, upon proof of actual cost of the work approved in the applicant's TIF proposal.
- 9)** That colors for awnings and other exterior building materials will be approved by the TIF Officer, prior to ordering/purchase and installation of the materials; failure to receive color approval can result in the City's refusing to distribute TIF funds.
- 10)** That Grant recipient shall provide a contract for the work to be completed prior to commencing work in accordance with the Redevelopment Agreement.
- 11)** That Grant recipient shall provide proof that all work is completed prior to April 30, 2023. Failure to provide said proof can result in termination of the TIF Grant.

**BE IT FURTHER ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Manager is authorized and directed to execute the Redevelopment Agreement attached hereto and incorporated herein by reference.

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Aye	Nay	Abstain	Absent
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## **EXHIBIT 1**

Original Town of Charleston, Block 7, Lot 52, SW ¼ Section 11, T12N, R9E City of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);

More commonly known as 521 7th Street (Parcel Number 02-1-02895-000), Charleston, Illinois (Premier Properties).

**REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (referred to herein as the “Agreement” or “Redevelopment Agreement”) is entered into this 20<sup>th</sup> day of April 2022, by and between the City of Charleston, Illinois (the “City”) and Ryan Strange d/b/a Premier Properties (hereinafter referred to as “Developer”) for the property located at 521 7th Street, Charleston, Illinois.

**ARTICLE I**

**PREAMBLE**

WITNESSETH:

WHEREAS, the City has previously designated the “Central Area Redevelopment Plan and Redevelopment Project” Tax Increment Finance Redevelopment Area (hereinafter referred to as the “TIF Area,” as described in Exhibit A) pursuant to the “Tax Increment Financing Allocation Redevelopment (65 ILCS 5/11-74.4-1 et seq.), hereinafter referred to as the “Act”; and

WHEREAS, the Developer proposes to accomplish a Redevelopment Project (as defined in the Act) as a part of the Redevelopment Plan for the TIF Area; and

WHEREAS, the Developer has determined that the Project (as defined herein) is not economically feasible using traditional development financing procedures and is unwilling to undertake the Project and pay costs connected with the Project unless the City agrees that certain incentives will be provided to the Developer to be used for the payment of Redevelopment Project Costs (as that term is defined herein); and

WHEREAS, the Project is consistent with and will promote the purposes outlined in the Redevelopment Plan, and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the development of the Project; and

WHEREAS, the City has determined that the Developer possesses the experience and qualifications to undertake the Project, and the City, therefore, deems it appropriate to enter into this Agreement with Developer.

NOW, THEREFORE, the City and the Developer represent, covenant and agree as follows:

## **ARTICLE II**

### **DEFINITIONS**

The terms defined above in the recitals in the preamble to this Agreement and otherwise from place to place in this Agreement, and in this Section, will for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” will have the meaning as set forth in the recitals in the preamble to this Agreement and as the Act may be hereafter amended or supplemented from time to time.

“Agreement” means this Agreement and all Exhibits and Attachments appended hereto, as hereinafter amended or supplemented.

“Authorized Developer Representative” means the individual executing this Agreement (or such other persons, designated in writing filed with the City Clerk) who shall have full authority on behalf of the Developer to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the Developer to this Agreement.

“Authorized City Representative” means the Mayor (or the Mayor’s designee in writing filed with the City Clerk), who shall have full authority on behalf of the City to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the City to this Agreement.

“Certificate of Redevelopment Project Costs” means a document substantially in the form of Exhibit B delivered by the Developer to the City and certifying and evidencing Redevelopment Project Costs, which a portion of are payable under the Act and this Agreement.

“City” means the City of Charleston, Coles County, Illinois.

“City Council” or “Corporate Authorities” means the governing body of the City, as constituted from time to time.

“Developer” means Ryan Strange d/b/a Premier Properties, or any entity or any successor of interest, or assigns which is a party to this Agreement.

“Development Plan(s)” means the “Redevelopment of 521 7th Street” plans, drawings and specifications herein defined as Exhibit C, prepared by the Developer.

“Fund” means the special tax allocation fund for the TIF Area provided for and described in 65 ILCS 5/11-74.4-8(b), established according to the Act.

“Grant Amount” means monies from the fund that the City shall reimburse the developer in the manner set forth in this agreement and shall be 50% of the total Redevelopment Project Costs (as certified by the City) or \$3,663.00, whichever amount is less. In the event that the project cost reduces, the grant amount shall reduce in the same percentage of the reduction in actual redevelopment project costs.

“Parties” means, collectively, the City and the Developer.

“Private Development” means the activities by the Developer as shown in the Development Plans.

“Project” means the building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: remove and replace six (6) west (front) 2<sup>nd</sup> floor windows to match exiting frames and existing window styles (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); and 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; and 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project and; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted) and; 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

“Redevelopment Plan” means the redevelopment plan under the Act for the TIF Area.

“Redevelopment Project Costs” means those costs defined in the Act as “redevelopment project costs”.

“Site” means that real property described by a metes and bounds/legal description, as attached to Exhibit A, in Coles County, Illinois

“State” means the State of Illinois.

“TIF Area” means the “Central Area Redevelopment Plan and Redevelopment Project Area” Tax Increment Finance Redevelopment Area.

### **ARTICLE III**

#### **RESPONSIBILITIES OF THE CITY**

- 3.1 The ordinance authorizing this Agreement shall provide and constitute full authority for the City's payment of all or a portion of those Redevelopment Project Costs authorized by this Agreement and certified by the Developer in its Certificate of Redevelopment Project Costs. The obligation to make such payment(s) shall not be a general obligation of the City, and the City shall not and does not pledge any revenues or monies, other than those within the Fund.
- 3.2 The City's obligations under this Agreement to pay for a portion of the Redevelopment Project Costs (as authorized by the City) is a special and limited obligation, to be paid solely from monies on deposit in the Fund, and not otherwise. Any Notes or other obligations under this Agreement do not now and shall never constitute an indebtedness of the City within the meaning of any 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, funds, taxing power or otherwise, a condition precedent to the City's execution hereof and to which the Developer hereby irrevocably assents.
- 3.3 Commencing on April 20, 2022, the City shall review and, in its discretion, accept a Certificate of Redevelopment Project Costs provided to it by the Developer and funded by the city; such Certificate shall be no more than the percent of work completed by the developer as verified by the City. The City shall sign each such Certificate within thirty (30) days of receipt of each such Certificate, and upon signature, pay to the Developer the amount of each such Certificate; except in the event the City determines that deficiencies exist with respect to the Certificate or if the City determines that any cost identified as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan. If the City determines that there is a deficiency in the Certificate, the City shall notify the Developer within thirty (30) days of receipt of such Certificate of the specific

deficiencies (which may include the corrective action required). Upon Developer's presentation of satisfactory evidence of the correction of deficiencies and performance of corrective action, the City will promptly sign such Certificate and pay the Developer the Grant Amount: if the City determines that any cost identified by the Developer as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan the City shall notify the Developer in writing within the 30 days following receipt of a Certificate of Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as Redevelopment Project Costs with a supplemental application for payment.

- 3.4 The process for a payment to the Developer shall be substantially as follows: (1) The Developer shall pay for the development of the Project and shall submit to the City Certificates of Redevelopment Project Costs; (2) The City shall authorize the payment of such Certificates of Redevelopment Project Costs subject to the procedures set forth in Paragraph 3.3 of this Agreement; (3) The City shall pay to the Developer the authorized amount.
- 3.5 The City shall pay Developer from the Fund, in order to provide monies to the Developer to finance Redevelopment Project Costs identified in the Certificate of Redevelopment Project Costs and authorized by the City, the Grant Amount.
- 3.6 The City shall make such payments from the monies deposited in the Fund, and not otherwise.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE DEVELOPER**

- 4.1 The Developer agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the Project and Private Development.
- 4.2 Developer shall initiate the Project and Private Development no later than April 20, 2022.
- 4.3 Developer shall be in default if Developer does not make reasonable progress toward the completion of the Project. For the purposes of the Agreement, “reasonable progress” shall mean the completion of the Project, and the issuance of an occupancy permit by the City for the Project, on or before April 30, 2023.
- 4.4 The Developer shall disclose and report to the City any application or request the Developer makes to any governmental body, public or private agency or person for funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs. Developer shall disclose and give notice to the City if Developer receives funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs set forth or described in the Certificate of Redevelopment Project from a source other than monies in the Fund. In the event Developer receives any such monies or grants, the obligation of the City to fund the Redevelopment Project Costs may be reduced by a like amount.
- 4.5 Developer agrees to make a good faith effort in hiring City residents who are qualified for work at the Project. Such “good faith” efforts shall include, but not be limited to the provision of notices that shall be posted in Charleston City Hall providing information as to employment opportunities at the Project, with the necessary requirements for such employment.

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5.1 This Agreement, except where the context by clear implication will otherwise require, will be construed and applied as follows:
- a. Definitions include both singular and plural;
  - b. Pronouns include both singular and plural and cover all genders; and
  - c. Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.
- 5.2 All agreements, covenants, representations and warranties in this Agreement will remain in full force and effect for a term to coincide with the term of the TIF Area.
- 5.3 The purpose of the Agreement is to express the obligations and commitments of the City and Developer to take those actions necessary and appropriate to develop the Project consistent with this Agreement.
- 5.4 Neither the execution nor the delivery of this Agreement nor the performance of this Agreement by the City or the Developer will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license, or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree, or other law to which the City or the Developer, as applicable, is a party or by which the City or the Developer, as applicable, may be bound.
- 5.5 No consent or approval by a governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, except that if State or other governmental approvals are required, City will use its best efforts to obtain any such approval,

and Developer will not be obligated under Article 4 hereof until all such State or other governmental approvals are obtained and copies delivered to Developer.

- 5.6 All work by the City or the Developer will conform to Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivisions, zoning and life safety codes as may be applicable to their respective activities under this Agreement.

This project may be subject to the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Developer agrees to comply with the Act and agrees to indemnify and hold harmless Municipality from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Act by Developer and its agents.

- 5.7 This Agreement may be executed and delivered in counterparts and each will be considered an original and together they will constitute one agreement.
- 5.8 Any notice, demand, or request required or permitted to be given under the provisions of this Agreement will be in writing and delivered personally or by registered or certified mail, postage prepared, to the following persons and addresses, or to such other addresses or persons as either Party may designate by subsequent notice to the other Party:

If to the City, to:

Scott Smith, City Manager  
City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

With a copy to the City Attorney:

Rachael Cunningham  
City Attorney  
520 Jackson Avenue  
Charleston, IL 61920

If to the Developer, to:

Ryan Strange  
Premier Properties  
PO Box 135  
Charleston, IL 61920

5.9 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

5.10 The Parties intend and believe that each provision of this Agreement complies with all applicable Local, State, and Federal laws and judicial decisions. However, if any provision or any portion of any provision of this Agreement is found by a court of law to be in violation of any applicable Local, State or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or portion to be illegal, invalid, unlawful, void or unenforceable as written, it is the intent of the Parties that such provision or portion will be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement will be construed as if such illegal, invalid, unlawful, void, or unenforceable provision or portion were not contained in this Agreement, and that the rights, obligations and interests of the Parties under the remainder of this Agreement will continue in full force and effect.

5.11 This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. The rights, duties and obligations of a party in this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

## **ARTICLE VI**

### **Defaults, Remedies and Indemnifications**

6.1 Material failure or delay by either the City or the Developer to timely perform any term or provision of this Agreement or their respective parts to be performed shall constitute an “event of default” under this Agreement. The Party who is charged with such nonperformance shall, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The Party claiming such event of default shall give written notice of the claimed event of default to the other Party, specifying the event of default complained of. Except as required to protect against immediate irreparable harm, the Party asserting an event of default may not institute proceedings against the other Party until seven (7) days if the default is failure to pay Developer pursuant to Article III or thirty (30) days in case of any other default after having given such notice. If such event of default is cured within such seven (7) or thirty (30) day period, as the case may be, the event of default shall not be deemed to constitute a “default” under this Agreement. If the event of default is one which cannot reasonably be cured within a thirty (30) day period, upon request and with appropriate showings, and agreement by the other Party to the time of the extension, the cure period shall be extended for such time as is reasonably necessary for the curing of same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the event shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided

above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default. The sole remedy of the Developer in the event of a default by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief. Under no circumstances shall the City be subject to any monetary liability or be liable for damages (compensatory or punitive) under the provisions, terms and conditions of this Agreement except to the extent of any failure to make deposits in or distributions from Developers Subaccount. In the event of a default by the Developer, the obligation of the City to provide Incremental Property Taxes from the Site to the Developer's Subaccount, and pay for any Redevelopment Project Cost, shall cease, and City shall not subsequently be obligated to make any such provisions or payments to Developer. Except as to the foregoing, the parties shall have all remedies with respect to this Agreement available under applicable law. Notwithstanding anything herein to the contrary, the City shall be liable for no amount hereunder in excess of Incremental Property Taxes which have been or should be duly deposited into the Developer's Subaccount.

- 6.2 Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; condemnation; strike; lockout; civil disorder; war; domestic or international terrorism; restrictive government regulations; issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the Redevelopment Agreement or any portion hereof; shortage or delay in shipment of material or fuel; inability to secure labor or materials within established budget limitations, including contingencies; acts of God; unusually adverse weather conditions; or other like causes beyond the Parties' reasonable

control including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Redevelopment Project Area, the Private Development, or this Agreement.

- 6.3 Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the Act, or any Ordinance of the City adopted or not adopted in connection with the Act or this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit claims by Developer against the Developer's Subaccount or actions by the Developer seeking specific performance.
- 6.4 The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City and its Corporate Authorities, officials, agents, employees and independent contractors against, any lawsuits or loss or damage to property or injury to or death of any person arising out of or in connection with this Agreement or the implementation of the Project and the Private Development, whether or not such is filed or other proceedings instituted, except as such may be caused by the intentional conduct of the City, its Corporate Authorities, officials, agents, employees, or independent contractors.
- 6.5 The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any lawsuits or other proceedings or damage or injury to the persons or property of the Developer or its officers, agents,

independent contractors or employees or any other person who may be about the Private Development or any work by the Developer due to any act of negligence of any person, except as such may be caused by the intentional misconduct, of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

- 6.6 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body, officials, agents, employees or independent contractors in their individual capacities.
- 6.7 To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Private Development or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Private Development unless such release or threat of release occurs as a result of any act, omission, negligence or misconduct of the City; (ii) (A) any violation (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Private Development, or (B) any hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, unless such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Private Development after the date hereof and implementation of the Redevelopment Plan; or (iv) any breach, falsity or failure of any of the

representations, warranties, covenants and agreements concerning any hazardous substances. For purposes of this paragraph “hazardous substances” includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq., the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.) and in the regulations adopted and publications promulgated pursuant thereto, any other federal, state or local environmental law, ordinance, rule, or regulation. Notwithstanding anything to the contrary in this Article 6, Developer shall have no liability to indemnify the City with respect to conditions first arising or occurring after Developer ceases to own any interest in or have any right to possession of the site; provided, however that this limitation shall not diminish or otherwise effect (i) Developer’s liability for events occurring or conditions arising prior to such transfer or (ii) the liability of any transferee of Developer.

CITY OF CHARLESTON, ILLINOIS

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Date Executed:  
\_\_\_\_\_, 20\_\_

(Corporate Seal)

DEVELOPER  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Printed: \_\_\_\_\_  
Owner

Date Executed:  
\_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **(Copy of the Redevelopment Plan, including legal description of Site)**

Original Town of Charleston, Block 7, Lot 52, SW ¼ Section 11, T12N, R9E City of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);

More commonly known as 521 7th Street (Parcel Number 02-1-02895-000), Charleston, Illinois (Premier Properties).

This Redevelopment Plan includes building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: remove and replace six (6) west (front) 2<sup>nd</sup> floor windows to match exiting frames and existing window styles (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted); and 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

The applicant has completed and included as part of Attachment 1: The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

## **EXHIBIT B**

### **Certificate of Redevelopment Project Costs**

The estimated Redevelopment Project Costs are estimated to be \$8,140.00

Total TIF project costs is whichever is less of \$3,663.00 or not to exceed 50% of total redevelopment project costs (as certified by the City), for the project described in Exhibit A.

The developer agrees to pay a minimum of 50% of total Redevelopment Project Costs.

## CONTRACTOR'S CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

TO: City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

Attention: Scott Smith, City Manager

Re: "Central Area Redevelopment Plan and Redevelopment Project" pertaining to the redevelopment of 521 7<sup>th</sup> Street as part of the Tax Increment Finance Redevelopment Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of April 20, 2022 (the "Agreement") between the City and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on Schedule 1 hereto is a Redevelopment Project Cost and was incurred in connection with the development of the Redevelopment Project.
2. These Redevelopment Project Costs have been paid by the Developer and are payable under the TIF Act and the Agreement.
3. Each item listed on Schedule 1 has not previously been paid from money derived from the TIF Area, and no part thereof has been included in any other Certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith. The Developer has contractor affidavits and lien waivers in connection with the foregoing.
5. All necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued are in full force and effect.

Redevelopment Agreement:	\$3,663.00	ORD#
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Pay Schedule #1:	<u>\$ 0.00</u>
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Balance of Agreement:	\$3,663.00
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**CONTRACTOR'S CERTIFICATE OF  
REDEVELOPMENT PROJECT COSTS (continued)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(signed name)

\_\_\_\_\_  
(printed name)

Title \_\_\_\_\_

**AUTHORIZED FOR PAYMENT**

**CITY OF CHARLESTON, ILLINOIS**

By: \_\_\_\_\_  
(Scott Smith, City Manager)

(Insert Notary Form(s) and Legal Description)

SCHEDULE 1  
REDEVELOPMENT PROJECT COSTS

List

Redevelopment Project Cost (in dollars)

## **EXHIBIT C**

### **DEVELOPMENT PLANS**

Development plans are completed and included as part of Attachment “1” The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

**City Council Regular Meeting**

29)

**Meeting Date:** 04/19/2022

**Submitted For:** Steve Pamperin, City Planner

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Providing for Sensible Rehabilitation within the Tax Increment Financing (TIF) District for 716 Monroe Avenue (Ryan Strange d/b/a Premier Properties).

**STAFF RECOMMENDATION:**

Waive layover period and approve.

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**Attachments**

ORD: TIF Funds for 716 Monroe Avenue (Premier Properties).  
Redevelopment Agreement.

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# **ORDINANCE**

**2022 – O – \_\_\_\_\_**

## **ORDINANCE PROVIDING FOR SENSIBLE REHABILITATION WITHIN THE TAX INCREMENT FINANCING (TIF) DISTRICT**

**WHEREAS**, the State of Illinois has adopted Tax Increment Financing, pursuant to Division 11, Section 74.4.1 et seq. of the Illinois Municipal Code, as amended; and

**WHEREAS**, the City Council for the City of Charleston, Coles County, Illinois, has adopted sales tax financing and has further adopted a Tax Increment Redevelopment Plan for a certain portion of real estate located within the City of Charleston, said real estate being described on Exhibit 1, said Exhibit being incorporated herein (more commonly known as 716 Monroe Avenue, Charleston, Illinois); and

**WHEREAS**, the Tax Increment Redevelopment Plan as approved by the City Council for the City of Charleston provides for a “development activity” for the sensible rehabilitation of structures; and

**WHEREAS**, Ryan Strange (d/b/a Premier Properties) of the City of Charleston has requested a grant in the amount not to exceed Nine Thousand Nine Hundred Ninety-Three dollars and no cents (\$9,993.00) for the purpose of providing building renovations located at 716 Monroe Avenue; and

**WHEREAS**, the City of Charleston and Ryan Strange (d/b/a Premier Properties) have mutually agreed to the terms of a Redevelopment Agreement, said agreement being attached as Exhibit 2 hereto and made a part thereof by reference; and

**WHEREAS**, the following provisions are made as a result of said Redevelopment Agreement:

That a grant to Ryan Strange (d/b/a Premier Properties) in the amount not to exceed Nine Thousand Nine Hundred Ninety-Three dollars and no cents (\$9,993.00) would serve to:

- a) Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b) Enhance the tax base of the City of Charleston and other taxing districts, which extend into the redevelopment project area;
- c) Arrest the spread of blighting factors and preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois; and

**WHEREAS**, it is hereby determined by the City Council of the City of Charleston, Coles County, Illinois, that it is in the best interest of the citizens thereof and an appropriate use of the Tax Increment Financing funds to enter into an agreement whereby Ryan Strange (d/b/a Premier Properties) would receive a grant in an amount not to exceed Nine Thousand Nine Hundred Ninety-Three dollars and no cents (\$9,993.00);

**IT IS NOW THEREFORE ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Council of the City of Charleston, Coles County, Illinois, hereby makes the following findings:

**1)** That a grant to Ryan Strange (d/b/a Premier Properties) in an amount not to exceed Nine Thousand Nine Hundred Ninety-Three dollars and no cents (\$9,993.00) would serve to:

- a) Reduce or eliminate those conditions, which qualify the area as a “full conservation area;”
- b) Enhance the tax base of the City of Charleston and the other taxing districts, which extend into the redevelopment project area;

- c) Arrest the spread of blighting factors and to preserve and enhance the value of properties adjacent to the redevelopment project area;
- d) Improve the overall environment of the area so as to enable conservation of existing buildings and expansion of private developments in a manner that is compatible with the surrounding lands wherever possible; and
- e) Establish the Downtown as an “extra territorial” destination that will act as a magnet to draw a regional clientele to downtown Charleston, Coles County, Illinois.

**2)** That it is an appropriate use of the Tax Increment Financing funds as provided by the Tax Increment Redevelopment Plan to provide Ryan Strange (d/b/a Premier Properties) with a grant, the monies set forth herein for the specific and limited purpose of improvement of real estate located within the Tax Increment Financing District (more commonly known as 716 Monroe Avenue, Charleston, Illinois).

**3)** That the City shall enter into such Redevelopment Agreement as necessary for the purpose of authorizing a grant in an amount not to exceed Nine Thousand Nine Hundred Ninety-Three dollars and no cents (\$9,993.00).

**4)** That said funds shall be paid by the City of Charleston to Ryan Strange d/b/a Premier Properties through the City of Charleston's Special Tax Allocation.

**5)** That said funds shall be used solely for the purpose of rehabilitating 716 Monroe Avenue.

**6)** That this Ordinance shall be in full force and effect after passage by the City Council and signature by the Chief Executive Officer in the manner provided by Law.

**7)** That the money shall be dispersed by the TIF Officer upon proof of work being completed.

**8)** That the money shall be dispersed up to the amount allowed above, upon proof of actual cost of the work approved in the applicant's TIF proposal.

**9)** That colors for awnings and other exterior building materials will be approved by the TIF Officer, prior to ordering/purchase and installation of the materials; failure to receive color approval can result in the City's refusing to distribute TIF funds.

**10)** That Grant recipient shall provide a contract for the work to be completed prior to commencing work in accordance with the Redevelopment Agreement.

**11)** That Grant recipient shall provide proof that all work is completed prior to April 30, 2023. Failure to provide said proof may result in termination of the TIF Grant.

**BE IT FURTHER ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that the City Manager is authorized and directed to execute the Redevelopment Agreement attached hereto and incorporated herein by reference.

**INTRODUCED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

	Aye	Nay	Abstain	Absent
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>City Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## **EXHIBIT 1**

Original Town of Charleston, Block 7, Pt of 39 & 40, SW ¼ Section 11, T12N, R9E City of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);

More commonly known as 716 Monroe Avenue (Parcel Number 02-1-02890-000), Charleston, Illinois (Premier Properties).

**REDEVELOPMENT AGREEMENT**

This Redevelopment Agreement (referred to herein as the “Agreement” or “Redevelopment Agreement”) is entered into this 20<sup>th</sup> day of April 2022, by and between the City of Charleston, Illinois (the “City”) and Ryan Strange d/b/a Premier Properties (hereinafter referred to as “Developer”) for the property located at 716 Monroe Avenue, Charleston, Illinois.

**ARTICLE I**

**PREAMBLE**

WITNESSETH:

WHEREAS, the City has previously designated the “Central Area Redevelopment Plan and Redevelopment Project” Tax Increment Finance Redevelopment Area (hereinafter referred to as the “TIF Area”, as described in Exhibit A) pursuant to the “Tax Increment Financing Allocation Redevelopment (65 ILCS 5/11-74.4-1 et seq.), hereinafter referred to as the “Act”;

and

WHEREAS, the Developer proposes to accomplish a Redevelopment Project (as defined in the Act) as a part of the Redevelopment Plan for the TIF Area; and

WHEREAS, the Developer has determined that the Project (as defined herein) is not economically feasible using traditional development financing procedures and is unwilling to undertake the Project and pay costs connected with the Project unless the City agrees that certain incentives will be provided to the Developer to be used for the payment of Redevelopment Project Costs (as that term is defined herein); and

WHEREAS, the Project is consistent with and will promote the purposes outlined in the Redevelopment Plan, and in order to achieve the objectives of the Redevelopment Plan, the City intends to assist the Developer in the development of the Project; and

WHEREAS, the City has determined that the Developer possesses the experience and qualifications to undertake the Project, and the City, therefore, deems it appropriate to enter into this Agreement with Developer.

NOW, THEREFORE, the City and the Developer represent, covenant and agree as follows:

## **ARTICLE II**

### **DEFINITIONS**

The terms defined above in the recitals in the preamble to this Agreement and otherwise from place to place in this Agreement, and in this Section, will for all purposes of this Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” will have the meaning as set forth in the recitals in the preamble to this Agreement and as the Act may be hereafter amended or supplemented from time to time.

“Agreement” means this Agreement and all Exhibits and Attachments appended hereto, as hereinafter amended or supplemented.

“Authorized Developer Representative” means the individual executing this Agreement (or such other persons, designated in writing filed with the City Clerk) who shall have full authority on behalf of the Developer to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the Developer to this Agreement.

“Authorized City Representative” means the Mayor (or the Mayor’s designee in writing filed with the City Clerk), who shall have full authority on behalf of the City to execute all further and supplemental documents, instruments and agreements, to give all consents and approvals, and to take all further supplemental actions, to give full effect for the City to this Agreement.

“Certificate of Redevelopment Project Costs” means a document substantially in the form of Exhibit B delivered by the Developer to the City and certifying and evidencing Redevelopment Project Costs, which a portion of are payable under the Act and this Agreement.

“City” means the City of Charleston, Coles County, Illinois.

“City Council” or “Corporate Authorities” means the governing body of the City, as constituted from time to time.

“Developer” means Ryan Strange d/b/a Premier Properties, or any entity or any successor of interest, or assigns which is a party to this Agreement.

“Development Plan(s)” means the “Redevelopment of 716 Monroe Avenue” plans, drawings and specifications herein defined as Exhibit C, prepared by the Developer.

“Fund” means the special tax allocation fund for the TIF Area provided for and described in 65 ILCS 5/11-74.4-8(b), established according to the Act.

“Grant Amount” means monies from the fund that the City shall reimburse the developer in the manner set forth in this agreement and shall be 50% of the total Redevelopment Project Costs (as certified by the City) or \$9,993.00, whichever amount is less. In the event that the project cost reduces, the grant amount shall reduce in the same percentage of the reduction in actual redevelopment project costs.

“Parties” means, collectively, the City and the Developer.

“Private Development” means the activities by the Developer as shown in the Development Plans.

“Project” means the building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: remove and replace seven (7) east side 2<sup>nd</sup> floor windows; and replace two (2) west side 2<sup>nd</sup> floor windows to match exiting frames and existing window styles (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted); and 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

“Redevelopment Plan” means the redevelopment plan under the Act for the TIF Area.

“Redevelopment Project Costs” means those costs defined in the Act as “redevelopment project costs”.

“Site” means that real property described by a metes and bounds/legal description, as attached to Exhibit A, in Coles County, Illinois

“State” means the State of Illinois.

“TIF Area” means the “Central Area Redevelopment Plan and Redevelopment Project Area” Tax Increment Finance Redevelopment Area.

### **ARTICLE III**

#### **RESPONSIBILITIES OF THE CITY**

- 3.1 The ordinance authorizing this Agreement shall provide and constitute full authority for the City's payment of all or a portion of those Redevelopment Project Costs authorized by this Agreement and certified by the Developer in its Certificate of Redevelopment Project Costs. The obligation to make such payment(s) shall not be a general obligation of the City, and the City shall not and does not pledge any revenues or monies, other than those within the Fund.
- 3.2 The City's obligations under this Agreement to pay for a portion of the Redevelopment Project Costs (as authorized by the City) is a special and limited obligation, to be paid solely from monies on deposit in the Fund, and not otherwise. Any Notes or other obligations under this Agreement do not now and shall never constitute an indebtedness of the City within the meaning of any 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, funds, taxing power or otherwise, a condition precedent to the City's execution hereof and to which the Developer hereby irrevocably assents.
- 3.3 Commencing on April 20, 2022, the City shall review and, in its discretion, accept a Certificate of Redevelopment Project Costs provided to it by the Developer and funded by the city; such Certificate shall be no more than the percent of work completed by the developer as verified by the City. The City shall sign each such Certificate within thirty (30) days of receipt of each such Certificate, and upon signature, pay to the Developer the amount of each such Certificate; except in the event the City determines that deficiencies exist with respect to the Certificate or if the City determines that any cost identified as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan. If the City determines that there is a deficiency in the Certificate, the City shall notify the Developer within thirty (30) days of receipt of such Certificate of the specific

deficiencies (which may include the corrective action required). Upon Developer's presentation of satisfactory evidence of the correction of deficiencies and performance of corrective action, the City will promptly sign such Certificate and pay the Developer the Grant Amount: if the City determines that any cost identified by the Developer as a Redevelopment Project Cost is not reimbursable under the TIF Act and the Redevelopment Plan the City shall notify the Developer in writing within the 30 days following receipt of a Certificate of Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as Redevelopment Project Costs with a supplemental application for payment.

- 3.4 The process for a payment to the Developer shall be substantially as follows: (1) The Developer shall pay for the development of the Project and shall submit to the City Certificates of Redevelopment Project Costs; (2) The City shall authorize the payment of such Certificates of Redevelopment Project Costs subject to the procedures set forth in Paragraph 3.3 of this Agreement; (3) The City shall pay to the Developer the authorized amount.
- 3.5 The City shall pay Developer from the Fund, in order to provide monies to the Developer to finance Redevelopment Project Costs identified in the Certificate of Redevelopment Project Costs and authorized by the City, the Grant Amount.
- 3.6 The City shall make such payments from the monies deposited in the Fund, and not otherwise.

**ARTICLE IV**  
**RESPONSIBILITIES OF THE DEVELOPER**

- 4.1 The Developer agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute the Project and Private Development.
- 4.2 Developer shall initiate the Project and Private Development no later than April 20, 2022.
- 4.3 Developer shall be in default if Developer does not make reasonable progress toward the completion of the Project. For the purposes of the Agreement, “reasonable progress” shall mean the completion of the Project, and the issuance of an occupancy permit by the City for the Project, on or before April 30, 2023.
- 4.4 The Developer shall disclose and report to the City any application or request the Developer makes to any governmental body, public or private agency or person for funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs. Developer shall disclose and give notice to the City if Developer receives funds or grants to satisfy or pay for any portion of the Redevelopment Project Costs set forth or described in the Certificate of Redevelopment Project from a source other than monies in the Fund. In the event Developer receives any such monies or grants, the obligation of the City to fund the Redevelopment Project Costs may be reduced by a like amount.
- 4.5 Developer agrees to make a good faith effort in hiring City residents who are qualified for work at the Project. Such “good faith” efforts shall include, but not be limited to the provision of notices that shall be posted in Charleston City Hall providing information as to employment opportunities at the Project, with the necessary requirements for such employment.

**ARTICLE V**  
**GENERAL PROVISIONS**

- 5.1 This Agreement, except where the context by clear implication will otherwise require, will be construed and applied as follows:
- a. Definitions include both singular and plural;
  - b. Pronouns include both singular and plural and cover all genders; and
  - c. Headings of sections herein are solely for the convenience of reference and do not constitute a part hereof and will not affect the meaning, construction or effect hereof.
- 5.2 All agreements, covenants, representations and warranties in this Agreement will remain in full force and effect for a term to coincide with the term of the TIF Area.
- 5.3 The purpose of the Agreement is to express the obligations and commitments of the City and Developer to take those actions necessary and appropriate to develop the Project consistent with this Agreement.
- 5.4 Neither the execution nor the delivery of this Agreement nor the performance of this Agreement by the City or the Developer will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license, or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree, or other law to which the City or the Developer, as applicable, is a party or by which the City or the Developer, as applicable, may be bound.
- 5.5 No consent or approval by a governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder, except that if State or other governmental approvals are required, City will use its best efforts to obtain any such approval,

and Developer will not be obligated under Article 4 hereof until all such State or other governmental approvals are obtained and copies delivered to Developer.

- 5.6 All work by the City or the Developer will conform to Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivisions, zoning and life safety codes as may be applicable to their respective activities under this Agreement.

This project may be subject to the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Developer agrees to comply with the Act and agrees to indemnify and hold harmless Municipality from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Act by Developer and its agents.

- 5.7 This Agreement may be executed and delivered in counterparts and each will be considered an original and together they will constitute one agreement.
- 5.8 Any notice, demand, or request required or permitted to be given under the provisions of this Agreement will be in writing and delivered personally or by registered or certified mail, postage prepared, to the following persons and addresses, or to such other addresses or persons as either Party may designate by subsequent notice to the other Party:

If to the City, to:

Scott Smith, City Manager  
City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

With a copy to the City Attorney:

Rachael Cunningham  
City Attorney  
520 Jackson Avenue  
Charleston, IL 61920

If to the Developer, to:

Ryan Strange  
Premier Properties  
PO Box 135  
Charleston, IL 61920

5.9 This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

5.10 The Parties intend and believe that each provision of this Agreement complies with all applicable Local, State, and Federal laws and judicial decisions. However, if any provision or any portion of any provision of this Agreement is found by a court of law to be in violation of any applicable Local, State or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or portion to be illegal, invalid, unlawful, void or unenforceable as written, it is the intent of the Parties that such provision or portion will be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Agreement will be construed as if such illegal, invalid, unlawful, void, or unenforceable provision or portion were not contained in this Agreement, and that the rights, obligations and interests of the Parties under the remainder of this Agreement will continue in full force and effect.

5.11 This Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. The rights, duties and obligations of a party in this Agreement shall be assignable subject to prior written approval of the other party, which approval shall not be unreasonably withheld or delayed.

## **ARTICLE VI**

### **Defaults, Remedies and Indemnifications**

6.1 Material failure or delay by either the City or the Developer to timely perform any term or provision of this Agreement or their respective parts to be performed shall constitute an “event of default” under this Agreement. The Party who is charged with such nonperformance shall, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The Party claiming such event of default shall give written notice of the claimed event of default to the other Party, specifying the event of default complained of. Except as required to protect against immediate irreparable harm, the Party asserting an event of default may not institute proceedings against the other Party until seven (7) days if the default is failure to pay Developer pursuant to Article III or thirty (30) days in case of any other default after having given such notice. If such event of default is cured within such seven (7) or thirty (30) day period, as the case may be, the event of default shall not be deemed to constitute a “default” under this Agreement. If the event of default is one which cannot reasonably be cured within a thirty (30) day period, upon request and with appropriate showings, and agreement by the other Party to the time of the extension, the cure period shall be extended for such time as is reasonably necessary for the curing of same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the event shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided

above shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default. The sole remedy of the Developer in the event of a default by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief. Under no circumstances shall the City be subject to any monetary liability or be liable for damages (compensatory or punitive) under the provisions, terms and conditions of this Agreement except to the extent of any failure to make deposits in or distributions from Developers Subaccount. In the event of a default by the Developer, the obligation of the City to provide Incremental Property Taxes from the Site to the Developer's Subaccount, and pay for any Redevelopment Project Cost, shall cease, and City shall not subsequently be obligated to make any such provisions or payments to Developer. Except as to the foregoing, the parties shall have all remedies with respect to this Agreement available under applicable law. Notwithstanding anything herein to the contrary, the City shall be liable for no amount hereunder in excess of Incremental Property Taxes which have been or should be duly deposited into the Developer's Subaccount.

- 6.2 Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; condemnation; strike; lockout; civil disorder; war; domestic or international terrorism; restrictive government regulations; issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the Redevelopment Agreement or any portion hereof; shortage or delay in shipment of material or fuel; inability to secure labor or materials within established budget limitations, including contingencies; acts of God; unusually adverse weather conditions; or other like causes beyond the Parties' reasonable

control including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Redevelopment Project Area, the Private Development, or this Agreement.

- 6.3 Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the Act, or any Ordinance of the City adopted or not adopted in connection with the Act or this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this paragraph shall limit claims by Developer against the Developer's Subaccount or actions by the Developer seeking specific performance.
- 6.4 The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City and its Corporate Authorities, officials, agents, employees and independent contractors against, any lawsuits or loss or damage to property or injury to or death of any person arising out of or in connection with this Agreement or the implementation of the Project and the Private Development, whether or not such is filed or other proceedings instituted, except as such may be caused by the intentional conduct of the City, its Corporate Authorities, officials, agents, employees, or independent contractors.
- 6.5 The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any lawsuits or other proceedings or damage or injury to the persons or property of the Developer or its officers, agents,

independent contractors or employees or any other person who may be about the Private Development or any work by the Developer due to any act of negligence of any person, except as such may be caused by the intentional misconduct, of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

- 6.6 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the City and not of any governing body, officials, agents, employees or independent contractors in their individual capacities.
- 6.7 To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Private Development or respecting any products or materials hereafter located upon, delivered to or in transit to or from the Private Development unless such release or threat of release occurs as a result of any act, omission, negligence or misconduct of the City; (ii) (A) any violation (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Private Development, or (B) any hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, unless such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Private Development after the date hereof and implementation of the Redevelopment Plan; or (iv) any breach, falsity or failure of any of the

representations, warranties, covenants and agreements concerning any hazardous substances. For purposes of this paragraph “hazardous substances” includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq., the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.) and in the regulations adopted and publications promulgated pursuant thereto, any other federal, state or local environmental law, ordinance, rule, or regulation. Notwithstanding anything to the contrary in this Article 6, Developer shall have no liability to indemnify the City with respect to conditions first arising or occurring after Developer ceases to own any interest in or have any right to possession of the site; provided, however that this limitation shall not diminish or otherwise effect (i) Developer’s liability for events occurring or conditions arising prior to such transfer or (ii) the liability of any transferee of Developer.

CITY OF CHARLESTON, ILLINOIS

\_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

Date Executed:  
\_\_\_\_\_, 20\_\_

(Corporate Seal)

DEVELOPER  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature

Printed: \_\_\_\_\_  
Owner

Date Executed:  
\_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **(Copy of the Redevelopment Plan, including legal description of Site)**

Original Town of Charleston, Block 7, Pt of 39 & 40, SW ¼ Section 11, T12N, R9E City of Charleston, Coles County, Illinois (as taken from the TIF application, page 2);  
More commonly known as 716 Monroe Avenue (Parcel Number 02-1-02890-000), Charleston, Illinois (Premier Properties).

This Redevelopment Plan includes building improvements to the structure in accordance with Charleston City Code Requirements including all labor and materials to: 1) Supply the material, labor and equipment necessary to complete building improvements for the following Scope of Work: remove and replace seven (7) east side 2<sup>nd</sup> floor windows; and replace two (2) west side 2<sup>nd</sup> floor windows to match exiting frames and existing window styles (in accordance with the Central Area Neighborhood Design Guidelines and City Code requirements); 2) Any code violations or dangers that are exposed during the construction of these improvements will be corrected to Charleston City Code requirements; 3) Provide temporary structure support, and protection for nearby structures, sidewalks and roadways shall be provided by the contractor as necessary during the entire project; 4) ALL work to be done using “Lead-Safe Procedures” (all colors to be approved by developer and the city, and no painting of the brick unless already painted); and 5) All roof related work to be completed by a current Illinois Licensed Commercial Roofing Contractor (as applicable) in the Development Plan.

The applicant has completed and included as part of Attachment 1: The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

## **EXHIBIT B**

### **Certificate of Redevelopment Project Costs**

The estimated Redevelopment Project Costs are estimated to be \$21,700.00

Total TIF project costs is whichever is less of \$9,993.00 or not to exceed 50% of total redevelopment project costs (as certified by the City), for the project described in Exhibit A.

The developer agrees to pay a minimum of 50% of total Redevelopment Project Costs.

## CONTRACTOR'S CERTIFICATE OF REDEVELOPMENT PROJECT COSTS

TO: City of Charleston  
520 Jackson Avenue  
Charleston, IL 61920

Attention: Scott Smith, City Manager

Re: "Central Area Redevelopment Plan and Redevelopment Project" pertaining to the redevelopment of 521 7<sup>th</sup> Street as part of the Tax Increment Finance Redevelopment Area

*Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of April 20, 2022 (the "Agreement") between the City and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on Schedule 1 hereto is a Redevelopment Project Cost and was incurred in connection with the development of the Redevelopment Project.
2. These Redevelopment Project Costs have been paid by the Developer and are payable under the TIF Act and the Agreement.
3. Each item listed on Schedule 1 has not previously been paid from money derived from the TIF Area, and no part thereof has been included in any other Certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith. The Developer has contractor affidavits and lien waivers in connection with the foregoing.
5. All necessary permits and approvals required for the portion of the Project for which this certificate relates have been issued are in full force and effect.

Redevelopment Agreement:	\$9,993.00	ORD#
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Pay Schedule #1:	<u>\$ 0.00</u>
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Balance of Agreement:	\$9,993.00
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**CONTRACTOR'S CERTIFICATE OF  
REDEVELOPMENT PROJECT COSTS (continued)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
(Signed name)

\_\_\_\_\_  
(Printed name)

Title \_\_\_\_\_

**AUTHORIZED FOR PAYMENT**

**CITY OF CHARLESTON, ILLINOIS**

By: \_\_\_\_\_  
(Scott Smith, City Manager)

(Insert Notary Form(s) and Legal Description)

SCHEDULE 1  
REDEVELOPMENT PROJECT COSTS

List

Redevelopment Project Cost (in dollars)

## **EXHIBIT C**

### **DEVELOPMENT PLANS**

Development plans are completed and included as part of Attachment 1: The Charleston Tax Increment Finance District Grant Application and is incorporated herein.

**City Council Regular Meeting**

**30)**

**Meeting Date:** 04/19/2022

**Submitted For:** Curt Buescher, Public Works Director

**Submitted By:** Deborah Muller, City Clerk

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**TITLE:**

**ORDINANCE:** Amending Title 6-2-8: Speed Limits: 10 MPH on all Streets contained within the Charleston Lake Municipal Park.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

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**Attachments**

ORD: Amending Title 6-2-8: Speed Limits: 10 MPH on all Streets contained entirely within Lake Charleston Municipal Park.

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# **ORDINANCE**

**2022 – O – \_\_\_\_\_**

## **ORDINANCE AMENDING ORDINANCE TITLE 6-2-8: SPEED LIMITS**

**WHEREAS**, the City of Charleston owns and maintains a municipal street system; and

**WHEREAS**, the City of Charleston is responsible for regulating the traffic on those streets; and

**WHEREAS**, the City of Charleston has determined that certain changes in the traffic regulations are in the best interest of the community;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that Title 6, Chapter 2, Section 8A of the Charleston City Code be amended by the **deletion** of the following language:

### **6-2-8: SPEED LIMITS:**

#### **20 MILES PER HOUR**

All streets contained entirely within Lake Charleston Municipal Park.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that Title 6, Chapter 2, Section 8A of the Charleston City Code be amended by the **addition** of the following language:

### **6-2-8: SPEED LIMITS:**

#### **10 MILES PER HOUR**

All streets contained entirely within Lake Charleston Municipal Park.

**INTRODUCED** to Council this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED** by Council this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

	<u><b>Aye</b></u>	<u><b>Nay</b></u>	<u><b>Abstain</b></u>	<u><b>Absent</b></u>
<b>Mayor:</b>				
<i>Brandon Combs</i>				
<b>Council:</b>				
<i>Matthew Hutti</i>				
<i>Jeff Lahr</i>				
<i>Dennis Malak</i>				
<i>Tim Newell</i>				

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**City Council Regular Meeting**

**31)**

**Meeting Date:** 04/19/2022

**Submitted For:** Curt Buescher, Public Works Director

**Submitted By:** Deborah Muller, City Clerk

---

**TITLE:**

**ORDINANCE:** Amending Title 6-2-8: Speed Limits: 20 MPH on Davis Street from Lincoln Avenue to Polk Avenue.

**STAFF RECOMMENDATION:**

Waive layover period and approve.

---

**Attachments**

ORD: Amending Title 6-2-8: Speed Limits: 20 MPH on Davis Street from Lincoln to Polk.

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# ORDINANCE

2022 – O – \_\_\_\_

## ORDINANCE AMENDING ORDINANCE TITLE 6-2-8: SPEED LIMITS

**WHEREAS**, the City of Charleston owns and maintains a municipal street system; and

**WHEREAS**, the City of Charleston is responsible for regulating the traffic on those streets; and

**WHEREAS**, the City of Charleston has determined that certain changes in the traffic regulations are in the best interest of the community;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Charleston, Coles County, Illinois, that Title 6, Chapter 2, Section 8A of the Charleston City Code be amended by the addition of the following language:

### **6-2-8: SPEED LIMITS:**

#### **20 MILES PER HOUR**

Davis Street from Lincoln Avenue to Polk Avenue

**INTRODUCED** to Council this \_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED** by Council this \_\_\_\_ day of \_\_\_\_\_ 2022.

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>Mayor:</b>				
Brandon Combs				
<b>Council:</b>				
Matthew Hutti				
Jeff Lahr				
Dennis Malak				
Tim Newell				

**Attest:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk