

**CITY OF CHILLICOTHE  
COUNCIL MEETING  
MINUTES OF A REGULAR MEETING  
April 12, 2021**

A regular meeting of the City Council of the City of Chillicothe, Peoria County, Illinois, met in Regular Session in person and via conference call April 12, 2021 at 7:00 P.M with Mayor Donald Z White presiding and with proper notice having been posted.

**Electronic Attendance:**

In accordance to Governor JB Pritzker’s Executive Order members of the Council were allowed to attend by teleconference. Those members attending the meeting via phone shall be declared present.

To comply with these recommendations and requirements, the City is complying with the spirit of the Open Meetings Act by permitting this meeting open to the public by teleconference using Zoom Meeting to help prevent the spread of COVID-19 and to comply with the recommendations and requirements of Executive Order.

Mayor Donald Z. White called the meeting to order at 7:00 P.M.

The Pledge of Allegiance, to the Flag of the United States of America, was recited.

Chairman White directed Clerk Hurd to take roll.

**Physically Present:**

**Mayor Donald Z. White  
City Clerk Margaret Hurd  
Treasurer B.L. Bredeman  
Alderman Dean Braun, Alderman Barry Bredeman,  
Alderman Patricia Connor, Alderman Dennis Gould,  
Alderman Michael Hughes, Alderman Jeff Jenkins  
Alderman Gary Sharp**

**Attending by Phone:**

**City Engineer Ken Coulter**

**Also, Physically Present:**

**Office Manager Denise Passage  
Economic Development Director Amanda Beadles  
Police Chief Scott Mettille  
City Attorney Michael Seghetti  
Superintendent Shawn Sutherland**

**Chairman White declared a Quorum present.**

**CITY OF CHILICOTHE  
COUNCIL MEETING  
MINUTES OF A REGULAR MEETING  
April 12, 2021**

The Minutes of the Regular Council Meeting held on March 22, 2021 were presented. Motion Alderman Braun , second Alderman Gould that the Council dispense with the reading of the Minutes of the March 22, 2021 Regular Council Meeting, and approve the Minutes as presented.  
**Motion carried via voce vote.**

Clerk Hurd presented the following Committee Minutes:  
Judicial Committee – March 24, 2021  
Finance/EDC Committee – April 5, 2021  
Marketing & Tourism – April 5, 2021  
Public Works – April 7, 2021  
Cemetery & Parks – April 7, 2021

Clerk Hurd presented the following reports:  
City Treasurer’s Report for month ending March 31, 2021  
Budget Comparison Report dated April 5, 2021  
City Engineer Report dated April 12, 2021

Clerk Hurd informed the council that a bid letting for street surfacing was held April 12, 2021 at 11:00am in the council chambers. Two bids were received as follows:

<u>Contractor</u>	<u>Total Bid</u>
Advanced Asphalt	\$133,325.00
United Contractors Midwest	\$165,140.62

Clerk Hurd presented the revised zoning map for 2021 as presented by City Engineer Coulter and informed the council that the revised maps were posted to the city website.

Clerk Hurd read a thank you from Donna Sarver of Hairmaster’s Unlimited thanking the council for their assistance during COVID.

Clerk Hurd announced that the city will be hosting a Community Shred Day Event on June 12, 2021 where citizens can bring up to 10 cardboard boxes (file size) to be disposed. Old computer disc, tapes and hard drives will also be accepted.

Clerk Hurd read a letter of resignation from Rich Underwood resigning from the Chillicothe Fire and Police commission effective May 1, 2021.

Motion Alderman Gould, second Alderman Braun to approve the communications as presented by Clerk Hurd be accepted and placed on file.

**Motion carried via voce vote.**



**CITY OF CHILlicoTHE  
COUNCIL MEETING  
MINUTES OF A REGULAR MEETING  
April 12, 2021**

Motion Alderman Jenkins, second Alderman Sharp that the council approve **Ordinance No. 21-04-06**, an Ordinance authorizing the sale of items of personal property ( Cutright Park playground equipment),

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**Nays:** None

**Chairman declared Ordinance No. 21-04-06 passed and signed the same.**

Motion Alderman Jenkins, second Alderman Sharp that the council approve the agreement/quote for the Installation of playground equipment in Cutright Park, Sycamore Trails Park and Gollnitz Park in the amount of \$82,155.45 and authorize the Mayor to sign agreement/quote Payable from the General Fund \$24,600 and Central Business TIF Fund \$57,555.45.

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**Nays:** None

**Chairman declared motion carried**

Motion Alderman Connor, second Alderman Gould that the Council **approve Ordinance No. 21-04-07**, an Ordinance approving a redevelopment agreement between the City of Chillicothe and Nat's Place LLC.

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**Nays:** None

**Chairman declared Ordinance No. 21-04-07 passed and signed the same.**

Motion Alderman Connor, second Alderman Gould that the Council approve the General Fund, Road & Bridge Fund, Water/Sewer Fund, TIF Funds and the Miscellaneous Funds Budgets for the City's Fiscal Year commencing May 1, 2021 and ending April 30, 2022, as presented.

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**CITY OF CHILlicoTHE  
COUNCIL MEETING  
MINUTES OF A REGULAR MEETING  
April 12, 2021**

**Nays:** **None**

**Chairman declared motion carried.**

Motion Alderman Connor, second Alderman Gould that the Council approve the three year Agreement between the City of Chillicothe and Pearl Technology, for Computer Technology Service Agreement for the Police Station and City hall and authorize the Mayor to execute said agreement. Alderman Hughes asked if this was placed out to bid. He was informed that the renewal was not placed out to bid.

**Roll Call Vote was:**

**Ayes:** **Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp**

**Nays:** **None**

**Chairman declared motion carried.**

Motion Alderman Connor, second alderman Gould that the City accept the settlement proposal from Teamcare Central States Health Plan as described in the letter to the Plan in the form presented. Letter attached to minutes.

Attorney Seghetti gave an explanation to the council of the findings and his response to Teamcare Central States Health.

**Roll Call Vote was:**

**Ayes:** **Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp**

**Nays:** **None**

**Chairman declared motion carried.**

Motion Alderman Connor, second Alderman Braun that Council waive the \$50.00 license fee for Sidewalk Café' for Fiscal year 21-22.

**Roll Call Vote was:**

**Ayes:** **Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp**

**Nays:** **None**

**Chairman declared motion carried.**

**CITY OF CHILLCOTHE  
COUNCIL MEETING  
MINUTES OF A REGULAR MEETING  
April 12, 2021**

Motion Alderman Connor, second Alderman Jenkins that the council direct the City Attorney to advise Andrew Myers that he is behind in his loan payment and that the interest will increase and late fees will be assessed per the HELP loan agreement.

**Motion carried via voce vote.**

Motion Alderman Connor, second alderman Jenkins that the Council approve an expenditure in the amount of \$1,000.00, payable Peoria Heights Arts Collaborative, for marketing of the Bridge to Bridge River Drive to be held September 18-19, 2021. Payable from the Hotel Motel Tax Account.

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**Nays:** None

**Chairman declared motion carried.**

Motion Alderman Connor, second Alderman Gould that the Council approve the revisions to the Façade Grant Application for the Central Business District TIF and the Façade Grant Application for Business located outside of the TIF District, as presented.

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**Nays:** None

**Chairman declared motion carried.**

Motion Alderman Connor, second Alderman Braun that the Council approve the policy/guidelines for the city sponsored Downtown Thursday Event, as presented.

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**Nays:** None

**Chairman declared motion carried.**

Motion Alderman Sharp, second Alderman Gould that the Council approve the Notice for Special Event Held on Public Property, as submitted by Tom Harms, VFW for the use of Santa Fe Avenue, between Wilmot Street and Matthews Street, for a Cruise In, Car Show, to be held on June 26, 2021 from 8:00 am to 6:00 pm.

**Motion carried via voce vote.**

**CITY OF CHILLICOTHE  
COUNCIL MEETING  
MINUTES OF A REGULAR MEETING  
April 12, 2021**

Motion Alderman Gould, second Alderman Braun that the Council direct the city engineer and city attorney to prepare the necessary documents to vacate the alley legally described as follows:  
A part of block A in Bryant's First addition to the City of Chillicothe, Peoria County, State of Illinois: Commencing at the southeast corner of lot 1 in said block A, said point also being the point of beginning of the tract to be described: from the point of beginning, thence southerly 16.00 feet along the east line of said block A; thence westerly 132.00 feet along the north line of lots 9 and 10 in said block A; thence northerly 16 feet along the extended west line of said lot 9; thence easterly 132.00 feet along the south line of lots 1 and 2 in said block A, to the point of beginning.  
(Truitt Avenue & Third Street)

**Motion carried via voce vote.**

Alderman Gould announced that Illinois Department of Transportation wanted the city to sign a letter of support for the project of improvement of 1.1 miles of IL 29 from Cloverdale Road to Truitt Avenue by installing communications equipment, underground conduit, communication vaults and video detection system. However; they will be changing the plans and resubmitting and I will bring the request back to council once the revised plans are received.

Motion Alderman Gould, second alderman Bredeman that the Council approve an expenditure of \$2,426.23, for the purchase of sewer hose and nozzles.

Payable as follows:

\$1,650.00 to Coe Equipment

\$ 776.23 to U.S.A. Blue Book

Payable from the Water/Sewer Fund – Sewer Department

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**Nays:** None

**Chairman declared motion carried.**

Motion Alderman Gould, second alderman Jenkins that the Council waive the Water/Sewer Connect fee of \$500.00 for the property located at 1528 Santa Fe.

**Roll Call Vote was:**

**Ayes:** Braun, Bredeman, Connor  
Gould, Hughes, Jenkins, Sharp

**Nays:** None

**Chairman declared motion carried.**





April 13, 2021

Joseph Maiellaro  
Employer Auditor  
Field Audit Division  
Teamcare Central States Health Plan  
8647 W. Higgins Road  
Chicago, IL 60631-2803

Re: City of Chillicothe

Dear Mr. Maiellaro:

The City has received your letter of March 17, 2021 regarding the City's contributions to the Health and Welfare Fund for 2019. The City responds to the requirements set forth in your letter as follows:

1. **Chillicothe will remit payment in the amount of \$2,098.16 for audit findings and associated interest (estimated through April 2, 2021) related to the full-time employee, less any disputed amounts for which sufficient documentation is provided.**

The employee in question is now a full time employee, but was originally hired as a part time employee. Enclosed are the minutes of the March 11, 2021 City Council meeting, indicating that she was hired as a part time employee on April 1, 2019 and as a full time employee on May 1, 2019. We would ask you to reevaluate this requirement in consideration of this information.

2. **Chillicothe will continue to remit contributions on behalf of all eligible full-time bargaining unit and non-bargaining unit employees upon hire.**

Agreed.

3. **Chillicothe will remit contributions on behalf of all non-full-time, non-bargaining unit employees who average 30 hours per week or more during an initial/standard measurement period, including retroactive contributions for eight (8) weeks in order for employee to gain immediate coverage, in accordance with the Fund's establishing requirement and Affordable Care Act rules.**

Agreed.

4. **Chillicothe will indemnify the Fund from any claims asserted by the excluded employees, their dependents, Medicare, or any other entity that paid claims.**

Agreed.

We would also request that the Participation Agreement be amended to clarify that it applies only to full time employees outside the bargaining unit and other employees outside the bargaining unit who average 30 hours per week during an initial/standard measurement period. We can submit a proposed amendment for your consideration if you wish.

Please let Denise Passage, the City's Office Manager, know what the next steps are to finalize a resolution of this matter.

Very truly yours,

CITY OF CHILLICOTHE

By: \_\_\_\_\_  
Donald Z. White, Mayor

**TEAMCARE**<sup>®</sup>  
A CENTRAL STATES HEALTH PLAN

**EMPLOYEE TRUSTEES**  
CHARLES A. WHOBREY  
GEORGE J. WESTLEY  
GARY DUNHAM  
TREVOR LAWRENCE

**EMPLOYER TRUSTEES**  
GARY F. CALDWELL  
CHRISTOPHER J. LANGAN  
ROBERT WHITAKER  
MARK F. ANGERAME

**EXECUTIVE DIRECTOR**  
THOMAS C. NYHAN

March 17, 2021

Ms. Denise Passage  
Office/Finance Manager  
City of Chillicothe  
908 N. Second Street  
Chillicothe, IL 61523

**RE: REVIEW OF CONTRIBUTIONS REPORTED TO THE CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND**

ACCOUNT NO.: 1557605-0108

Dear Ms. Passage:

This letter is to confirm our conversation today, at which time we discussed the results of our review of contributions reported to the Health and Welfare Fund for 2019.

The preliminary review adjustments are \$1,841.10 in Health & Welfare. Retroactive Interest related to these findings estimated through April 2, 2021, amounts to \$257.06. Please review the enclosed schedule which details the amount of the adjustments by employee and the corresponding weeks. If you should note any discrepancies, please provide documentation to support your position by April 17, 2021. The adjustments and related interest, less any disputes for which sufficient documentation is provided, will appear on your account summary. Once the adjustments have been resolved and processed, retroactive interest will be charged in accordance with the Trust Agreement and will continue to accrue until full payment is received.

The preliminary review adjustments above are related to one full-time employee who was not reported immediately (Late Activation). However, additional contributions may have been owed on behalf of some non-bargaining unit employees represented as part-time/seasonal. According to section 6 of the Participation Agreement for Non-Bargaining Unit Employees (enclosed), contributions are owed on behalf of "each and every individual employed... on either a full-time or part-time basis who is not covered by the collective bargaining agreement between the Employer and the Union." Our review identified 10 part-time/seasonal employees in 2019 who were not reported to the Fund. Potential adjustments related to those employees for each week worked amount to an additional \$94,434.80 in principal adjustments, plus related interest.

Staff is willing to present the issues to the Fund's Trustees for their consideration in passing on the additional adjustments provided City of Chillicothe ("Chillicothe") will adhere to clearly defined rules going forward and agree to the following requirements:

1. Chillicothe will remit payment in the amount of \$2,098.16 for audit findings and associated interest (estimated through April 2, 2021) related to the full-time employee, less any disputed amounts for which sufficient documentation is provided.
2. Chillicothe will continue to remit contributions on behalf of all eligible full-time bargaining unit and non-bargaining unit employees upon hire.

Ms. Denise Passage  
City of Chillicothe  
March 17, 2021  
Page Two

3. Chillicothe will remit contributions on behalf of all non-full-time, non-bargaining unit employees who average 30 hours per week or more during an initial/standard measurement period, including retroactive contributions for eight (8) weeks in order for employee to gain immediate coverage, in accordance with the Fund's establishing requirement and Affordable Care Act rules.
4. Chillicothe will indemnify the Fund from any claims asserted by the excluded employees, their dependents, Medicare, or any other entity that paid claims.

We ask the you agree to the requirements above or provide alternate suggestions you may have to address the situation by April 17, 2021. However, such suggestions would be subject to the Fund Trustees' approval.

Finally, to increase efficiency, our review procedures included various sampling techniques, and, in some cases, results were based upon your representation. Although these techniques provided satisfactory results, they did not verify that all required contributions were recorded for every eligible employee. Therefore, the Fund may retroactively bill your account for contributions relating to the periods included in the review if supporting evidence is subsequently produced.

Thank you for your cooperation during our review. If you should have any questions regarding this matter, please contact Justin Mackowiak at (847) 232-5743 or me at (847) 939-2076.

Sincerely,



Joseph Maiellaro  
Employer Auditor  
Field Audit Division

JM:mf

Enclosure

cc: Evan Peters, Division Manager, Contributions Receivable

**PARTICIPATION AGREEMENT**

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS  
HEALTH AND WELFARE FUND  
9377 WEST HIGGINS ROAD  
ROSEMONT, ILLINOIS 60018-4938  
PHONE: (847) 518-9800

**NON-BARGAINING UNIT EMPLOYEES**  
**ACCOUNT NUMBER: 1557605-0108-627C / 70247A**

1. The Employer is currently bound by a collective bargaining agreement(s) with a local union(s) that is affiliated with the International Brotherhood of Teamsters (the "Union") which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund (the "Health and Welfare Fund") on behalf of covered employees. The Employer also desires to participate in the Health and Welfare Fund with respect to its employees who are not covered by the collective bargaining agreement and this Agreement sets forth the terms under which the Employer will participate in the Health and Welfare Fund with respect to such employees.

2. The Employer agrees to be bound by the terms of the Health and Welfare Fund trust agreement and all policies, rules and regulations that have been adopted or that are adopted in the future by the Trustees pursuant to the trust agreement.

3. For the duration of this Agreement, the Employer shall contribute to the Health and Welfare Fund on behalf of each Non-Unit Employee for each week during which the Non-Unit Employee works or receives compensation (including, but not limited to paid vacations, holidays, paid leave, back pay awards) at the same rate the Employer is required to contribute on its employees covered by the collective bargaining agreement between the Union and Employer (as modified by any renewals, extensions or successor collective bargaining agreements). At the present time the agreed rates are as follows:

Effective Date:	<u>04/28/2019</u>	Rate:	<u>\$379.90</u>	<u>                    </u>	<u>                    </u>
Effective Date:	<u>05/03/2020</u>	Rate:	<u>\$402.70 *</u>	<u>                    </u>	<u>                    </u>
Effective Date:	<u>05/02/2021</u>	Rate:	<u>\$426.90 *</u>	<u>                    </u>	<u>                    </u>
Effective Date:	<u>                    </u>	Rate:	<u>                    </u>	<u>                    </u>	<u>                    </u>
Effective Date:	<u>                    </u>	Rate:	<u>                    </u>	<u>                    </u>	<u>                    </u>

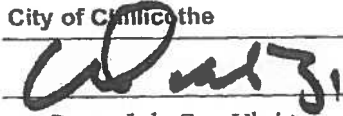
\* Not-to Exceed

4. The Employer will pay the contributions owed for each month on or before the 15th day after the end of the month. If the Employer fails to pay its contributions on time, it shall pay interest at the rate set forth in the Health and Welfare Fund trust agreement.

5. The Employer shall report changes in its Non-Unit Employee workforce (for example, new hires, layoffs, terminations) that occur during any month on or before the 15th day after the end of the month during which the change occurred. If the Employer fails to timely report in writing the changes in the employment status of the Non-Unit Employees included in the Health and Welfare Fund's monthly bill, it shall be liable for the amount billed regardless of actual changes in the employment relationship. The Illinois ten-year written contract statute of limitations, which shall apply to any claim for unpaid contributions, shall not accrue with respect to contributions owed by the Employer on any Non-Unit Employee until the Health and Welfare Fund receive written notice of the liability.

6. For purposes of this Participation Agreement, the term "Non-Unit Employee" shall mean each and every individual employed by the Employer on either a full-time or part-time basis who is not covered by the collective bargaining agreement between the Employer and the Union. The common law master-servant test shall be utilized to determine whether an employment relationship exists. The term Non-Unit Employee shall not include: a) independent contractors, b) any person covered by a collective bargaining agreement between the Employer and a union not affiliated with the International Brotherhood of Teamsters that requires the Employer to contribute to some other health and welfare fund, c) any person employed for the principal purpose of obtaining or continuing coverage under the Health and Welfare Fund.

7. The Employer's obligation to remit contributions on Non-Unit Employees under this Participation Agreement shall continue in effect until the earlier of, a) 30 days after service of a written notice served by either the Health and Welfare Fund or the Employer of their intent to terminate this Participation Agreement, or b) the termination of the Employer's contractual and statutory duty to contribute to the Health and Welfare Fund on behalf of employees represented by the Union. A written notice of intent to terminate can be served by personal delivery, facsimile or certified mail (return receipt requested) and, if service is by mail, service will be deemed accomplished on the date of mailing.

Employer: City of Chicago  
Signature:   
Printed Name: Donald Z. White  
Printed Title: Mayor  
Date: April 8, 2019

**RECEIVED**

APR 11 2019

CONTRACT  
DEPARTMENT

**CITY OF CHILLICOTHE**  
**1557605-0108-00627C/G/70247A/B**  
**2019**

**PRELIMINARY AUDIT ADJUSTMENTS**

<u>L.U.</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>M.I.</u>	<u>SOCIAL SECURITY NUMBER</u>	<u>EFFECTIVE FROM</u>	<u>WEEKS TO</u>	<u>WEEKS DUE</u>	<u>HEALTH &amp; WELFARE AMOUNT</u>
<b><u>LATE ACTIVATION</u></b>								
00627C	BEADLES	AMANDA	A	***-**-5586	03/31/19	04/27/19	4	\$ 1,461.20
00627C	BEADLES	AMANDA	A	***-**-5586	04/28/19	05/04/19	1	379.90
<b>TOTAL LATE ACTIVATION</b>							<b>5</b>	<b>\$ 1,841.10</b>
<b><u>POTENTIAL NON REPORTING (PART TIME EMPLOYEES)</u></b>								
00627C	DAVIS	MELVIN	L		03/24/19	04/27/19	5	\$ 1,826.50
00627C	DAVIS	MELVIN	L		04/28/19	10/26/19	26	9,877.40
00627G	DAVIS	MELVIN	L		10/27/19	11/16/19	3	1,139.70
00627C	DUVALL	JON	D		09/08/19	10/26/19	7	2,659.30
00627G	DUVALL	JON	D		10/27/19	11/02/19	1	379.90
00627C	JOHNSON	DANIEL	O		03/24/19	04/27/19	5	1,826.50
00627C	JOHNSON	DANIEL	O		04/28/19	10/26/19	26	9,877.40
00627G	JOHNSON	DANIEL	O		10/27/19	11/16/19	3	1,139.70
00627C	LAUBER	FREDERICK	W		05/05/19	08/10/19	14	5,318.60
00627C	LAWSON	GENTRY	M		05/05/19	08/24/19	16	6,078.40
00627C	MYERS	JERRY	M		12/30/18	04/27/19	17	6,210.10
00627C	MYERS	JERRY	M		04/28/19	07/27/19	13	4,938.70
00627C	MYERS	JERRY	M		08/11/19	10/26/19	11	4,178.90
00627G	MYERS	JERRY	M		10/27/19	12/28/19	9	3,419.10
00627C	SIMPSON	BROCK	A		06/16/19	08/10/19	8	3,039.20
00627C	STORTI	MATTHEW			03/24/19	04/27/19	5	1,826.50
00627C	STORTI	MATTHEW			04/28/19	10/26/19	26	9,877.40
00627G	STORTI	MATTHEW			10/27/19	11/16/19	3	1,139.70
00627C	TURNER	IVY	M		05/19/19	08/24/19	14	5,318.60
00627C	WELCH	DAVID	F		03/24/19	04/27/19	5	1,826.50
00627C	WELCH	DAVID	F		04/28/19	10/26/19	26	9,877.40
00627G	WELCH	DAVID	F		10/27/19	12/14/19	7	2,659.30
<b>TOTAL POTENTIAL NON REPORTING</b>							<b>250</b>	<b>\$94,434.80</b>
<b>TOTAL PRELIMINARY AUDIT ADJUSTMENTS</b>							<b>255</b>	<b>\$96,275.90</b>
<b>TOTAL POTENTIAL ADJUSTMENTS</b>							<b>250</b>	<b>\$94,434.80</b>
<b>TOTAL REMAINING ADJUSTMENTS</b>							<b>5</b>	<b>\$ 1,841.10</b>