

NOTICE OF MEETING AND AGENDA
REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EAST PEORIA
COUNCIL CHAMBERS AT 401 WEST WASHINGTON STREET, EAST PEORIA, ILLINOIS
JANUARY 21, 2020
6:00 P.M.

DATE: JANUARY 21, 2020
TIME: 6:00 P.M.
COMMISSIONER HILL

MAYOR KAHL
COMMISSIONER DECKER
COMMISSIONER MINGUS
COMMISSIONER SUTHERLAND

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE TO THE FLAG:**

5. **APPROVAL OF MINUTES:**

- 5.I. Motion to approve the minutes of the Regular Meeting held on January 7, 2020 and Special Meeting for a Working Session held on January 7, 2020.

Documents:

[2020.01.07 MINUTES.PDF](#)
[2020.01.07 WORKING SESSION MINUTES AT 5P.PDF](#)

6. **COMMUNICATIONS:**

7. **PUBLIC COMMENT: COUNCIL BUSINESS FROM THE AUDIENCE ON AGENDA ITEMS:**

8. **CONSENT AGENDA ITEMS BY OMNIBUS VOTE:**

(All matters listed under CONSENT AGENDA will be enacted by one motion and one roll call vote. There will not be separate discussion on these items. If discussion is desired by Members of the City Council, the item will be removed from the Consent Agenda and discussed immediately after approval of the Consent Agenda. Citizens desiring discussion on any item listed under the CONSENT AGENDA should contact a City Council Member and request that the item be removed for discussion.)

Motion to approve the Consent Agenda.

- 8.I. Item No. 1 – Adoption of Resolution No. 1920-104 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 17 in the amount of \$1,823,215.74.

Documents:

[RESOLUTION NO. 1920-104.PDF](#)

- 8.II. Item No. 2 – Adoption of Resolution No. 1920-097 on its Second Reading - Resolution Approving Renewal of Cyber Security Insurance Coverage.

Documents:

[RESOLUTION NO. 1920-097 - SECOND READING.PDF](#)

- 8.III. Item No. 3 – Adoption of Ordinance No. 4477 on its Second Reading – (AN ORDINANCE AUTHORIZING THE GRANT AND ACCEPTANCE OF EASEMENTS FOR PROJECT DEVELOPMENT IN MAIN-ON-MAIN DEVELOPMENT AREA).

Documents:

[ORDINANCE NO. 4477 - SECOND READING.PDF](#)

9. **ITEMS REMOVED FROM CONSENT AGENDA:**

10. **COMMISSIONER HILL:**

- 10.I. Adoption of Resolution No. 1920-099 – A Resolution Authorizing a Public Hearing for the Exchange of City Property Located at Eastport Marina and Amendment to Unit Ownership of the Eastport Restaurant-Administration Building Condominium.

Documents:

[RESOLUTION NO. 1920-099.PDF](#)

- 10.II. Approval of Ordinance No. 4478 - (AN ORDINANCE AUTHORIZING A CONDITIONAL USE FOR PROPERTY LOCATED AT 504 RIVERSIDE DRIVE IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS). – (to allow an adult-use recreational cannabis dispensary operation)
To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NO. 4478.PDF](#)

- 10.III. Approval of Ordinance No. 4479 - (AN ORDINANCE AUTHORIZING A CONDITIONAL USE FOR PROPERTY LOCATED AT 3201 N. MAIN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS). – to allow an adult-use recreational cannabis infuser operation and an adult-use recreational cannabis craft grower operation)
To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NO. 4479.PDF](#)

- 10.IV. Approval of Ordinance No. 4480 - (AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO THE CONDITIONS IMPOSED ON THE PLANNED UNIT DEVELOPMENT SPECIAL USE GRANTED WITH RESPECT TO 115 ARNOLD ROAD IN THE CITY OF EAST PEORIA).

To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NO. 4480.PDF](#)

- 10.V. Approval of Ordinance No. 4481 - (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 727 S. MAIN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS). – (to allow the operation of a used vehicle and trailer dealership and repair shop on the property)

To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NO. 4481.PDF](#)

- 10.VI. Approval of Resolution No. 1920-103 - Resolution to approve abating and eliminating various tax levies for Water and Sewer Bond Issues, Tax Increment Financing Bond Issues, and Development Bond Issues.

To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NO. 1920-103.PDF](#)

11. **COMMISSIONER DECKER:**

- 11.I. Approval of Resolution No. 1920-100 – Resolution Approving Construction Engineering Services Contract with Midwest Engineering Associates for Altorfer Lane Improvements.

To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NO. 1920-100.PDF](#)

12. **COMMISSIONER SUTHERLAND:**

- 12.I. Approval of Resolution No. 1920-101 – Resolution Accepting Second Change Order for City's Sanitary Sewer System Upgrade Project (Phase A – C Construction Project) (Change Order #2) in the amount of \$143,976.

To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NO. 1920-101.PDF](#)

13. **COMMISSIONER MINGUS:**

- 13.I. Approval of Resolution No. 1920-102 – Resolution approving a two-year contract with SiteMed for Annual Firefighter Physicals for the Fire Department.

To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NO. 1920-102.PDF](#)

- 13.II. Adoption of Resolution No. 1920-105 – Resolution approving the appointment of Keith McElyea as Deputy Chief for the Police Department.

Documents:

[RESOLUTION NO. 1920-105.PDF](#)

14. **MAYOR KAHL:**

15. **PUBLIC COMMENT: COUNCIL BUSINESS FROM THE AUDIENCE ON NON- AGENDA ITEMS:**

16. **COMMENTS FROM COUNCIL:**

16.I. COMMISSIONER DECKER:

16.II. COMMISSIONER HILL:

16.III. COMMISSIONER SUTHERLAND:

16.IV. COMMISSIONER MINGUS:

16.V. MAYOR KAHL:

17. **MOTION FOR EXECUTIVE SESSION/CLOSED MEETING:**

18. **MOTION TO ADJOURN:**

19. **/S/ Morgan R. Cadwalader**

City Clerk, Morgan R. Cadwalader
Dated and Posted: January 17, 2020

NOTE: All items listed on the agenda are action items unless indicated otherwise. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council.

**MINUTES
NEW COUNCIL CHAMBERS IN THE CIVIC COMPLEX
401 WEST WASHINGTON STREET, EAST PEORIA, ILLINOIS**

JANUARY 7, 2020

The Regular Meeting of the City Council of the City of East Peoria, Illinois was called to order by his Honor Mayor John P. Kahl presiding at 6:02 P.M. with proper notice having been given.

Upon the roll being called the following answered present: Mayor John P. Kahl, Commissioner Daniel S. Decker, Commissioner Mark E. Hill, Commissioner Seth D. Mingus, and Commissioner Michael L. Sutherland.
Absent: None.

The invocation was given by Commissioner Hill.

Mayor Kahl led the Council and the audience in the pledge of allegiance to the flag.

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on December 17, 2019 and the minutes of the Closed Meeting/Executive Session held on December 17, 2019 be approved as printed.

Yeas: Commissioner Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Mayor Kahl stated if there was anyone in the audience who wanted to speak on any items on the agenda to come to the podium and state the matter or matters to be discussed. There was no response.

Mayor Kahl announced that Resolution No. 1920-099 had been pulled from the agenda as its language is being redefined and will come forward at a future meeting.

CONSENT AGENDA ITEMS BY OMNIBUS VOTE:

Mayor Kahl asked if any Commissioner wished to remove any items from the Consent Agenda for discussion. There was no response.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move to adopt a consent agenda consisting of items numbered 1 through 8 as listed on the agenda for this meeting to be considered by omnibus vote.

Item No. 1 – Adoption of Resolution No. 1920-098 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 16 in the amount of \$4,823,166.48.

Item No. 2 – Adoption of Ordinance No. 4473 on its Second Reading – (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 235 STATE STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS.) (to allow an accessory structure which has an alternative exterior material)

Item No. 3 – Adoption of Ordinance No. 4474 on its Second Reading - (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 322 PARK AVENUE IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS.) (to allow an accessory structure which has an alternative exterior material)

Item No. 4 – Adoption of Ordinance No. 4469 on its Second Reading – (AN ORDINANCE AMENDING ZONING REGULATIONS IN TITLE 5 OF THE EAST PEORIA CITY CODE TO PROHIBIT VIDEO GAMING CAFÉS).

Item No. 5 – Adoption of Resolution No. 1920-092 on its Second Reading – Resolution Approving the Cleaning and Rehabilitation of Water Well Number 17 by Brotcke Well & Pump, Inc. at a cost of \$28,147.

Item No. 6 – Adoption of Resolution No. 1920-096 on its Second Reading - Resolution approving Contract for Water Main Extension Work as part of Project Development in Main-on-Main Development Area with Walker Excavating Company, Inc. in the amount of \$14,104.

Item No. 7 – Adoption of Resolution No. 1920-093 on its Second Reading – Resolution authorizing the Outfitting of the new Fire Battalion #1 (new 2019 Ford F250) for the Fire Department by Ragan Communications.

Item No. 8 – Adoption of Resolution No. 1920-095 on its Second Reading – Resolution authorizing the purchase of a new Power Cot for the Fire Department’s ambulance fleet from Stryker Corporation.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Items numbered 1 through 8 listed on the Consent Agenda be hereby approved and adopted, the items numbered 2 through 8 having been read once by their title and having laid on the table for no less than one week for public inspection be adopted as presented.

Item No. 1 – Adoption of Resolution No. 1920-098 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 16 in the amount of \$4,823,166.48. (Adopted by omnibus vote)

Item No. 2 – Adoption of Ordinance No. 4473 on its Second Reading – (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 235 STATE STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS.) (to allow an accessory structure which has an alternative exterior material) (Adopted by omnibus vote)

Item No. 3 – Adoption of Ordinance No. 4474 on its Second Reading - (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 322 PARK AVENUE IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS.) (to allow an accessory structure which has an alternative exterior material) (Adopted by omnibus vote)

Item No. 4 – Adoption of Ordinance No. 4469 on its Second Reading – (AN ORDINANCE AMENDING ZONING REGULATIONS IN TITLE 5 OF THE EAST PEORIA CITY CODE TO PROHIBIT VIDEO GAMING CAFÉS). (Adopted by omnibus vote)

Item No. 5 – Adoption of Resolution No. 1920-092 on its Second Reading – Resolution Approving the Cleaning and Rehabilitation of Water Well Number 17 by Brotcke Well & Pump, Inc. at a cost of \$28,147. (Adopted by omnibus vote)

Item No. 6 – Adoption of Resolution No. 1920-096 on its Second Reading - Resolution approving Contract for Water Main Extension Work as part of Project Development in Main-on-Main Development Area with Walker Excavating Company, Inc. in the amount of \$14,104. (Adopted by omnibus vote)

Item No. 7 – Adoption of Resolution No. 1920-093 on its Second Reading – Resolution authorizing the Outfitting of the new Fire Battalion #1 (new 2019 Ford F250) for the Fire Department by Ragan Communications. (Adopted by omnibus vote)

Item No. 8 – Adoption of Resolution No. 1920-095 on its Second Reading – Resolution authorizing the purchase of a new Power Cot for the Fire Department’s ambulance fleet from Stryker Corporation. (Adopted by omnibus vote)

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried and the items adopted by omnibus vote designation.

Resolution No. 1920-097 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-097, hereto attached, a Resolution Approving Renewal of Cyber Security Insurance Coverage, be approved. Mr. Mayor, I move you that this Resolution No. 1920-097 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the city has cyber insurance that expired on January 1, and this is for insurance renewal.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Sutherland, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance No. 4477 hereto attached, (AN ORDINANCE AUTHORIZING THE GRANT AND ACCEPTANCE OF EASEMENTS FOR PROJECT DEVELOPMENT IN MAIN-ON-MAIN DEVELOPMENT AREA) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Supervisor of Streets, Ric Semonski, explained that this ordinance clears up right-of-way for the Altorfer Lane improvement project and provides for water and sewer lines.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried.

Mayor Kahl stated if there was anyone in the audience who wanted to speak on any items not on the agenda to come to the podium state the matter or matters to be discussed. There was no response.

Mayor Kahl then asked for comments from Council.

Commissioner Mingus explained that the car seat checks will not be done in January and February; however, if they need a car seat check they can call and schedule it.

Commissioner Sutherland introduced Cord Crisler the new Water and Wastewater Supervisor. He explained that a new truck will be reordered after they determine what type and features are needed. Commissioner Sutherland explained that the wastewater upgrade project is expensive and asked residents to not put things in the sewer that should not go in there. The flushable wipes are a large culprit that should not be flushed. He explained that individuals should not be connecting their sump pump into the sewer. He gave out his cellphone number and email to residents in case they are unsure about whether their sump pump is connecting to the sewer. He explained that this practice is also an environmental issue as well. Commissioner Sutherland commented on the new lights on Illinois State Route 150 that the state installed.

Mayor Kahl explained that there are change orders for the waste water upgrade project that will be coming on the agenda in two weeks, and budget discussions will begin shortly for the next fiscal year.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, January 21, 2020 at 6:00 P.M.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 6:16 P.M.

/s/ Morgan R. Cadwalader
City Clerk Morgan R. Cadwalader

MINUTES

WORKING SESSION CITY COUNCIL 401 WEST WASHINGTON STREET EAST PEORIA, ILLINOIS

January 7, 2020

The Honorable John P. Kahl Mayor of the City of East Peoria called the Working Session of the City Council of the City of East Peoria, Illinois to order at 5:02 P.M. with the meeting having been properly noticed.

Upon the roll being called the following answered present: Mayor John P. Kahl, Commissioners Daniel S. Decker, Mark E. Hill, Seth D. Mingus, and Michael L. Sutherland.

Absent: None.

Mayor Kahl explained that the City Council is meeting for a Working Session and that no formal business will be conducted by the City Council at the meeting. He explained that the purpose of the meeting is to have a Working Session regarding a Tourism and Special Events -2019 Recap and 2020 Plan. He turned the discussion over to Director of Tourism and Special Events, Doug McCarty.

Director McCarty noted events that are planned for 2020 in the city. He explained that the City Council has in front of them those events. The list of events is given to local hotels and businesses to ensure that those businesses are ready for the larger crowds and can plan accordingly. Director McCarty recapped the 2019 events that included over 2000 tournaments and many special events. He explained that there is a decline in the amount of people in recreational sports with a vast majority going into travel sports.

Director McCarty summarized the 2019 Festival of Lights. There were around 25,000 vehicles that drove through the Winter Wonderland display, and he estimates that well over 100,000 people went through Winter Wonderland in those vehicles. Director McCarty commented on other smaller events surrounding the Festival of Lights that were also well attended. There are 25 events scheduled in the Levee District in 2020 that impact the area. Director McCarty commented on the change in revenues from 2017 to 2018 was significant due in part to events in East Peoria. Director McCarty commented on the six-year average of revenues to the Festival of Lights, sponsorships for the Festival of Lights, New Year's Eve Get Lit Run, and other Festival of Light's events. Many changes were made in 2010 that made it so the Festival of Lights at least broke even.

For 2020, the city will be featured on the Great Christmas Light Fight. Director McCarty is expecting some larger traffic numbers for the next few years as a result. He is considering improving the website and working with businesses to help make visitors want to stay when they come and see the Festival of Lights. Director McCarty commented on improvements he feels are needed, including improvements to Par 3 Lane to add a lane to lessen traffic on Springfield Road and redoing a portion of the parking.

Director McCarty commented on other special events that occurred last year. Those events included ones that did not exist before or moved to the Levee District location. Cars and Coffee were new events that were busy and a good fit for the Levee District. East Peoria Chamber of Commerce Director Rick Swan commented on the sales tax impact of the events in the Levee District.

Director McCarty commented on youth sports tourism and its impact and prevalence. He explained that EastSide Centre was built before its time as a multi-sports event center. Communities such as Homer Glen are doing a sports complex impact study to improve tourism. Director McCarty explained that East Peoria has grown in business and hotels due in part to EastSide Centre, the riverboat and others that rely on others coming into the City. Youth sport tourism is a \$19 billion industry and has grown 50% since 2010. Director McCarty explained that there is not a lot of room for expansion at EastSide Centre, but he expressed the need to be really good at what we do at EastSide Centre so that EastSide can be competitive with the other complexes. Director McCarty expressed the need for improvement at EastSide Centre to get the facility up-to-date. There is some additional land that is available for development or expansion where Splashdown was located. The soccer fields are another area that could be redesigned and redeveloped for another use. He explained the difference between Park Districts and municipalities running sporting facilities, as it only makes sense for a park district to do the youth travel tourism when they are part of the municipality because they can get associated taxes. He explained

needed replacements and routine maintenance and suggested upgrades to equipment and the building, including the need for a dedicated person for maintenance. Some of the maintenance and improvements that are needed include putting gutters on the concessions buildings, making improvements to the dugouts, and improvements to old workout equipment, among others.

Mayor Kahl explained that the facility operation is paid for through hotel/motel tax funds and the property was built with gaming dollars.

Director McCarty explained that the Tourism and Special Events department is more than EastSide Centre. The department plows city parking lots, mows city property and vacant city owned lots that need to be maintained. There is a need to have a replacement plan on equipment and to educate the public on why Tourism and Special Events, including EastSide Centre, are important to the city. If tourism is missing, then sales tax will decrease. Director McCarty understands the importance of ensuring that funds are available for other departments; however, Tourism and Special Events have saved funds to begin making improvements. To make all the improvements, it is estimated to be around \$1 million. The improvements could either be made over several years or the improvements could be made all at once with the money being paid back over several years. Director McCarty explained that staffing is concerning as there have been minimum wage increases. There is a need to increase the costs of concessions, improve community branding, and form a replacement plan for the Festival of Lights employees.

Mayor Kahl thanked Director McCarty for the presentation. He explained that he understands that retail stores, hotels and restaurants are generating revenue from EastSide Centre. He is supportive of reinvesting in EastSide.

Commissioner Mingus commented on the state of EastSide Centre and the need for upgrades. He is in favor of reinvesting to reap the benefits of the facility and be competitive.

Commissioner Decker commented on Director McCarty's commitment and him being adamant about needing the upgrades. He is in favor of investing in EastSide Centre as he sees the benefits in doing so. Commissioner Decker inquired about the biggest improvement need for EastSide. He discussed the decline of gaming funds. He inquired about having a plan for those things that are the most profitable.

Commissioner Hill commented on issues with the maintenance of the facility and ensuring that the facility is competitive with other facilities. He is in favor of improvements and the maintenance.

Commissioner Sutherland commented on the lagoon that is good in times of drought. He is happy to hear that 20 years later the City is figuring out ways to maintain the facility.

Mayor Kahl asked for any comments from the audience.

Don Norbits came up to the podium to inquire about whether EastSide Centre was an enterprise fund. He wonders whether EastSide Centre is self-sustaining now. Commissioner Decker believes that it is self-sustaining; however, it is hard to show because the monies go into the sales tax and hotel/motel tax as a whole. Commissioner Decker explained that there are many people that come to the city and spend money at stores, restaurants, and hotels as a result of EastSide Centre. Mr. Norbits feels that with the revenue it is producing, it is good to reinvest in EastSide Centre. He asked whether the city is building capital funds to pay for the improvements. Director of Finance, Jeff Becker, explained that there is an estimated \$1.8 million.

Commissioner Mingus asked if there is anything that can be done to EastSide to get the most funds. Director McCarty explained that he feels more indoor space would be the best with the weather climate in East Peoria.

Motion by Commissioner Decker seconded by Commissioner Mingus; Mr. Mayor, I move you that we adjourn the meeting.

Yeas: Commissioners Decker, Hill, Mingus, and Sutherland and Mayor Kahl.

Nays: None.

Mayor Kahl declared the motion carried and the meeting adjourned at 5:59 P.M.

/s/ Morgan R. Cadwalader

Morgan R. Cadwalader, City Clerk

RESOLUTION NO. 1920-104

January 21, 2020
EAST PEORIA, ILLINOIS

RESOLUTION BY COMMISSIONER _____

SECONDED BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS THAT
THE CLAIMS AS LISTED ON SCHEDULE NO. 17 BE ALLOWED. MR. MAYOR,
I MOVE THAT THE CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE ORDERS ON
THE TREASURER FOR THE VARIOUS AMOUNTS, TOTALING \$1,823,215.74
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND
 INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-01-1-025	E P CHAMBER OF COMMERCE	ANNUAL DINNER - KAHL	55.00
		ANNUAL DINNER - HILL	55.00
01-01-1-182	BECKS FLORIST INC	FUNERAL	60.00
01-01-2-014	MILLER HALL & TRIGGS	12/19 RETAINER FEE	1,000.00
		12/19 LEGAL FEES	43,114.20
		12/19 DEMOLITION LEGAL FEES	1,245.04
01-01-2-069	MILLER HALL & TRIGGS	12/19 RECORDING/FILING FEES	284.40
01-01-2-070	MILLER HALL & TRIGGS	12/19 TRAVEL EXPENSE	90.59
		12/19 MISC FEES	268.28
		POSTAGE	169.55
01-01-3-014	CUSACK, GILFILLAN & O'DAY	GENERAL BUSINESS MATTERS	3,538.35
01-01-4-025	E P CHAMBER OF COMMERCE	ANNUAL DINNER - CADWALADER	55.00
01-01-5-035	JOURNAL STAR	ANNUAL SUBSCRIPTION	275.44
01-01-5-182	NICK BERLETT	2019 WOW POINTS	75.00
	JOSEPH DAVIS	2019 WOW POINTS	50.00
	DAN DECKER	2019 WOW POINTS	50.00
	MATT FOSTER	2019 WOW POINTS	75.00
	JASON ERNST	2019 WOW POINTS	50.00
	JENNIFER LEACH	2019 WOW POINTS	25.00
	BRYSON MADDEN	2019 WOW POINTS	75.00
	BENJAMIN MIDDLETON	2019 WOW POINTS	50.00
	CHAD LACOST	2019 WOW POINTS	50.00
	DAVID SPRAGUE	2019 WOW POINTS	75.00
	JILL PETERSON	2019 WOW POINTS	75.00
	BRAD PHELPS	2019 WOW POINTS	75.00
	NEIL SCHOPP	2019 WOW POINTS	75.00
	LATOYA BROWN	2019 WOW POINTS	75.00
	JUSTIN HALE	2019 WOW POINTS	75.00
01-02-0-025	E P CHAMBER OF COMMERCE	ANNUAL DINNER - BECKER	55.00
01-02-0-040	MORTON COMMUNITY BANK	HD/HSA CITY PORTION	1,000.00
01-02-0-070	FIVE STAR WATER	COFFEE	42.45
	OFFICE DEPOT	DESKPAD	4.55
		CALCULATOR	65.78
01-03-0-035	JOURNAL STAR	LEGAL NOTICE	85.80
01-03-0-070	CITYBLUE TECHNOLOGIES, L.L.C.	PLOTTER MAINTANENCE/REPAIR	292.50
01-04-0-070	AUTOZONE COMMERCIAL	WIPER BLADES	60.00
	PARTSMASTER	CUTOFF WHEEL, BRISTLE DISC	117.06
01-04-0-110	CINTAS CORPORATION	UNIFORMS	127.98
01-04-0-115	US BANK/ VOYAGER FLEET SYSTEMS	GASOLINE - VM	55.85
01-05-0-019	SAFETY FIRST	LIFE SAFETY INSPECTIONS	450.00
	RICHARD YOUNG	ELECTRICAL INSPECTIONS	1,980.50
01-05-0-045	CONSTELLATION NEW ENERGY	GAS - CITY BUILDINGS	1,589.91
01-06-0-020	HEART TECHNOLOGIES,INC	1/20 ADMIN SERVICES	10,450.00
		1/20 BACKUP AGREEMENT	1,650.00
		1/20 INTERNET GATEWAY	450.00
01-06-0-045	AT&T	12/5/19-1/4/20 PHONE	1,752.10
	COMCAST	MONTHLY CABLE/INTERNET	195.16

DATE: 01/17/20
TIME: 12:10:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-06-0-045	I3 BROADBAND	MONTHLY CABLE/INTERNET	200.00
	OPEN TEXT INC	FAX2MAIL BILLING	100.00
	TOUCHTONE COMMUNICATIONS	12/2019 LONG DISTANCE	86.86
01-06-0-047	SHI INTERNATIONAL CORP	LICENSE RENEWAL	3,105.70
01-06-0-048	CDS OFFICE TECHNOLOGIES	ESC COPY CHARGES	66.37
		PW COPY CHARGES	137.42
		CH COPY CHARGES	366.08
		DISPATCH COPY CHARGES	25.33
	PTC SELECT	TONER	770.00

		DEPARTMENT TOTAL:	76,443.25
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
 INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-025	MALLORY BURMEISTER	PER DIEM - MEAL TRAINING	141.68
	E P CHAMBER OF COMMERCE	ANNUAL DINNER - ROEGGE	55.00
03-00-0-030	RAY O'HERRON CO., INC.	UNIFORM SUPPLIES	1,648.72
		NAVY DRESS CAP/SHIRT/NAME BAR	56.35
03-00-0-035	ATLAS BUSINESS SOLUTIONS INC	SCHEDULE ANYWHERE LICENSE	1,404.00
	COMCAST	MONTHLY CABLE/INTERNET	5.97
	LEXISNEXIS RISK DATA MNGMT	12/19 COMMITMENT	150.00
	ROTARY CLUB OF EAST PEORIA	10/1/19 - 3/31/20 DUES	390.00
03-00-0-045	CONSTELLATION NEW ENERGY	GAS - POLICE BUILDINGS	369.59
	JONATHAN OBERGFEL	CELL PHONE STIPEND	200.00
03-00-0-050	LIBERTY TERMITE & PEST CONTROL	PD - PEST CONTROL	39.00
	SPRINGFIELD ELECTRIC SUPPLY	CONDUIT CONNECTOR	3.95
		CONDUIT STRAP	4.84
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	62.86
03-00-0-052	AUTOZONE COMMERCIAL	OIL CHANGE/BRAKES	269.76
		OIL FILTERS	35.94
	UFTRING AUTOMALL	WATER PUMP	415.50
		BOLTS	7.33
		ANTIFREEZE	60.33
		ARM- TIMING CHAIN TENSIONER	18.91
		SOCKET ASSEMBLY - STROBE LIGHT	332.16
	RAY DENNISON CHEVROLET INC.	ABS LIGHT	293.73
		RADIATOR	331.80
	GOODYEAR AUTO SERVICE CENTER	TIRE INSPECTION & OIL CHANGE	22.45
		TIRE INSPECTION & OIL CHANGE	22.45
		TIRE INSPECTION & OIL CHANGE	22.45
		TIE ROD ENDS & OIL CHANGE	281.50
	O'REILLY AUTO PARTS	SPARK PLUG	29.94
		AIR FILTER	16.23
		POWER STEERING PUMP	89.35
		POWER STEERING PUMP	102.99
		ANTIFREEZE	44.97
	RAGAN COMMUNICATIONS, INC.	CAMERA INSTALLATION	443.95
	RED CARPET CAR WASH	12/19 CAR WASHING SERVICE	400.00
	WAL-MART COMMUNITY	CANDY - CLYDESDALES CH	23.52
		SQUAD CAR KEYS	13.79
		HEADLIGHTS	32.91
03-00-0-053	RAGAN COMMUNICATIONS, INC.	PD POWER SUPPLY REPAIR	436.15
03-00-0-070	AAA CERTIFIED CONFIDENTIAL	PD CONFIDENTIAL SHREDDING	80.00
	A-1 TOWING	TOWING - 2018 FORD TITANIUM	171.00
	MR. TOWIT'S WRECKER SERVICE IN	TOWING	125.00
	TRANS UNION LLC	BACKGROUND CHECKS	141.36
03-00-0-072	IL STATE POLICE	BACK GROUND CHECK	56.50
03-00-0-121	THE HOME DEPOT PRO	PAPER PRODUCTS, CLOROX WIPES	278.66
03-00-0-160	PRO-VISION	HD IN-CAR BASE KITS	23,512.14
03-00-0-181	MULTI-COUNTY NARCOTICS ENFORCE	2ND HALF CONTRIBUTION - 19/20	3,618.50
03-00-0-184	HOMEAGAIN PROCESSING CENTER	MEMBERSHIP DUES	21.99

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-185	WALTERS BROS HARLEY DAVIDSON	LEASE INSTALLMENT - 638654	3,500.00
		LEASE INSTALLMENT - 636921	3,500.00
		MOTORCYCLE MAINTENANCE	366.46

		DEPARTMENT TOTAL:	43,651.68
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-025	E P CHAMBER OF COMMERCE	ANNUAL DINNER - KNAPP	55.00
04-00-0-045	CONSTELLATION NEW ENERGY	GAS - FIRE BUILDINGS	1,126.88
04-00-0-050	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	62.85
04-00-0-100	OFFICE DEPOT	COLORED PAPER	22.94
		DESK CALENDARS	104.97
		DESK CALENDAR	34.99
04-00-0-121	THE HOME DEPOT PRO	LAUNDRY DETERGENT	66.60
		LAUNDRY DETERGENT, BATH TISSUE	66.60
		DETERGENT, CLEANING SUPPLIES	160.78
04-00-0-160	RAGAN COMMUNICATIONS, INC.	NEW BATTALION 1 TRUCK INSTALL	4,019.60
04-00-0-162	RAGAN COMMUNICATIONS, INC.	NEW BATTALION 1 TRUCK INSTALL	10,000.00

		DEPARTMENT TOTAL:	15,721.21
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

SOLID WASTE
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
05-00-0-017	WASTE MANAGEMENT	SOLID WASTE TIPPING FEES	34,405.05
05-00-0-018	WASTE MANAGEMENT	RECYCLING TIPPING FEES	231.07
	MIDWEST FIBER	11/19 TIPPING FEES	4,290.65
05-00-0-052	E P TIRE & VULCANIZING	TIRE REPAIR	59.50
		TIRE REPAIR	58.95
	RICHS AUTO PARTS & SERVICE INC	SAFETY TESTS	160.00
05-00-0-070	RNS ELECTRIC, INC	CONDUIT RISER - 218 ALBERT	471.54
	PAYROLL DATA SERVICES, INC	PW TIMECLOCK/PAYROLL	43.19

		DEPARTMENT TOTAL:	39,719.95
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

BOND & INTEREST FUND
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
10-00-0-070	AMALGAMATED BANK OF CHICAGO	BOND SERIES 2013A ADMIN FEES	475.00
		DEPARTMENT TOTAL:	475.00

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

STREET & BRIDGE FUND
 INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
11-00-0-052	UFTRING AUTOMALL	SOCKET ASSEMBLY	332.16
	CENTRE STATE INTN'L TRUCKING	TUBE KIT	58.48
	E P TIRE & VULCANIZING	TIRE REPAIR	35.00
	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	284.25
	KOENIG BODY & EQUIPMENT INC.	LIFT ARM/CYLINDER	518.65
		BEARINGS - PLOW TRUCKS	341.40
	O'REILLY AUTO PARTS	THREADLOCK	23.99
		TIMING TOOL	79.99
	ROLAND MACHINERY CO.	PLOW BLADES	1,510.00
	RICHS AUTO PARTS & SERVICE INC	SAFETY TESTS	508.00
11-00-0-054	LASER ELECTRIC INC	IL8/IL116 & SPRINGFIELD RD	702.28
11-00-0-055	CORE & MAIN	GRATE	355.00
	C & G CONCRETE CONSTRUCTION CO	1312 & 1436 HIGHVIEW-PAVEMENT	700.00
	SUNBELT RENTALS INC	BAUER SUCTION/DISCHARGE HOSE	620.00
11-00-0-056	LASER ELECTRIC INC	LIGHTING MAINTANENCE	835.52
11-00-0-057	LASER ELECTRIC INC	VARIOUS LOCATES	1,338.14
11-00-0-070	CENTRAL POOL SUPPLY INC.	SALT BRINE MACHINE	431.53
	PAYROLL DATA SERVICES, INC	PW TIMECLOCK/PAYROLL	43.18
	SPRINGFIELD ELECTRIC SUPPLY	ELECRCIAL SUPPLIES	23.24
	FOSTER'S INC	SPRAY TANK CLEANER	131.58
11-00-0-115	US BANK/ VOYAGER FLEET SYSTEMS	GASOLINE - STREET	1,425.13
11-00-0-122	TAZEWELL COUNTY ASPHALT CO INC	BITUMINOUS SURFACE	3,350.36
11-00-0-129	ALTORFER	STOP/SLOW PADDLE	90.00
	SENTRY SAFETY SUPPLY, INC	STOP/SLOW SIGN	161.26
	VITAL SIGNS INC.	SIGNS	1,667.50
11-00-0-164	C & G CONCRETE CONSTRUCTION CO	HIGHVIEW RD & MOUNT CLAIR	2,000.00

		DEPARTMENT TOTAL:	17,566.64
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

STREET LIGHTING FUND
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
16-00-0-046	AMEREN ILLINOIS	12/19 POWER TRAFFIC	1,245.49
		DEPARTMENT TOTAL:	1,245.49

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

WORKERS COMP & LIAB
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
18-00-0-040	IL COUNTIES RISK MANAGEMENT	19-20 ICRMT-PROPERTY LIABILTY	58,950.63
		19-20 ICRMT-WORKER'S COMP	22,329.00

		DEPARTMENT TOTAL:	81,279.63
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

EASTSIDE CENTRE
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
21-01-0-033	CONSTELLATION NEW ENERGY	GAS - ESC	774.24
21-01-0-070	FIVE STAR WATER	COFFEE SUPPLIES	261.97
	AMERICAN SPEEDY PRINTING CENTE	ESC MEMBERSHIP AGREEMENTS	216.31
21-02-0-020	LIBERTY TERMITE & PEST CONTROL	ESC - PEST CONTROL	135.00
21-02-0-033	CONSTELLATION NEW ENERGY	GAS - ESC	774.24
21-02-0-051	IL MECHANICAL SERVICES	FURNACE REPAIR	125.00
21-02-0-070	MATT O'BRIEN	REFUND - PUNCH CARD	50.00
21-03-0-152	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	352.84
21-03-0-201	MORTON COMMUNITY BANK	ESC BACKHOE LOAN INTEREST	72.37
21-03-0-231	MORTON COMMUNITY BANK	ESC BACKHOE LOAN PRINCIPAL	1,503.03

		DEPARTMENT TOTAL:	4,265.00
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

HOTEL-MOTEL TAX
 INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
23-00-0-070	JOAN'S TROPHY & PLAQUE	FOL ORNAMENT	19.00
23-00-0-073	BESSLER WELDING INC	ENERGIZER BUNNY FLOAT	1,195.38
		LITTLE TRAIN FLOAT	486.00
	ROADSAFE	FOL BARRICADE RENTAL	291.60
23-00-0-078	WMBD	FOL ADVERTISEMENT	2,000.00
	MIDWEST COMMUNICATONS	FOL ADVERTISEMENT	2,735.00
23-00-0-079	PEORIA AREA CONVENTION	IHSA HOLIDAY LUNCHEON	75.00
23-00-0-081	DOUG MCCARTY	FIRE PIT - GET LIT EVENT	485.97
23-00-0-100	OFFICE DEPOT	ENVELOPES, PAPER	100.49
23-00-0-150	BESSLER WELDING INC	BRACKETS - ELECTRICAL BOXES	282.59
	JOHN BROSHEARS	LIGHT CONTROLLER - SKI JUMP	365.22
	GREAT AMERICAN POPCORN CO	POPCORN BAGS	225.00
		POPCORN BAGS	150.00
	SIMMONS LITTLE JOHNNIES	FOL RENTAL	256.73
	SPRINGFIELD ELECTRIC SUPPLY	ELECTRIC COVER	89.54
	VITAL SIGNS INC.	SPONSOR BOARDS	130.00
	AMERICAN LIGHTING INC	LED LIGHTS	859.46
23-00-0-151	CONSTELLATION NEW ENERGY	GAS - FESTIVAL BUILDING	591.17
	GETZ FIRE EQUIPMENT	FIRST AID KIT REFILL	64.25
	HICKSGAS PEKIN, INC	PROPANE	81.42
	LIBERTY TERMITE & PEST CONTROL	FEST BLDG - PEST CONTROL	60.00
	THE HOME DEPOT PRO	MOPS, DUSTPAN, BATH TISSUE	110.04
		SHARPS CONTAINER, SPILL KIT	151.96
23-00-0-152	SHERWIN-WILLIAMS	STRIPE WHITE	295.60
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	352.85
23-00-0-153	US BANK/ VOYAGER FLEET SYSTEMS	GASOLINE - ESC	1,075.66
	E P TIRE & VULCANIZING	FLAT REPAIR	35.00
		TIRES	680.72
		ALIGNMENT	79.95
	INTERSTATE BATTERY SYSTEM OF	BATTERY	101.95
	MARTIN SULLIVAN INC	SEP-NOV EQUIPMENT RENTAL	350.00
		OCT-DEC EQUIPMENT RENTAL	2,150.00
		BLADES	166.37
	ONE SOURCE	COMPRESSOR/AIR HOSE	339.58
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	352.85
	B. NARAMORE'S EXHAUST	MUFFLER	384.42
	RICHS AUTO PARTS & SERVICE INC	SAFETY TESTS	54.00
23-00-0-181	E P CHAMBER OF COMMERCE	2020 MEMBERSHIP DUES	5,400.00
23-00-0-182	MIDWEST ENGINEERING ASSOC	ALTORFER LN RECONSTRUCTION	12,103.28
		DEPARTMENT TOTAL:	35,178.05

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

CAMP STREET TIF
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
25-00-0-014	MILLER HALL & TRIGGS	12/19 CAMP ST LEGAL TIF	315.20
25-00-0-070	AMALGAMATED BANK OF CHICAGO	BOND SERIES 2012-F ADMIN FEES	475.00

		DEPARTMENT TOTAL:	790.20
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

W. WASHINGTON ST TIF
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
26-00-0-014	MILLER HALL & TRIGGS	12/19 WASH ST LEGAL TIF	748.60
26-00-0-230	MORTON COMMUNITY BANK	CAMP ST PROPERTY LOAN PRINCIPA	479,658.03
		CAMP ST PROPERTY LOAN INTEREST	92,435.73

		DEPARTMENT TOTAL:	572,842.36
			=====

APPROVED FOR PAYMENT BY:

WATER & SEWER
 INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-020	HAWKINS INC	AZONE 15 - EPA	615.00
	PDC LABORATORIES INC	WATER TESTING	600.00
		WATER TESTING	20.00
		WATER TESTING	108.00
		WATER TESTING	20.00
		WATER TESTING	20.00
		WATER TESTING	240.00
		WATER TESTING	20.00
	TOLEDO, PEORIA & WESTERN	RR PERMITS CROSSING	1,328.93
50-50-0-021	L&S LABEL PRINTING	UTILITY BILLS	393.98
50-50-0-045	FRONTIER	12/22/19 - 1/21/2020 PHONE	58.05
		12/22/19 - 1/21/2020 PHONES	58.05
50-50-0-047	CONSTELLATION NEW ENERGY	12/19 GAS WATER	2,970.09
50-50-0-049	SHI INTERNATIONAL CORP	CRADLEPOINT TOUTERS	172.00
50-50-0-050	CINTAS CORPORATION	MATS	72.07
	CONNOR CO CORPORATE OFFICE	NIPPLE & CAP	12.31
		PIPING MATERIAL	463.43
	GRAWEY GLASS COMPANY	SILICONE	100.00
	S & S BUILDERS HARDWARE	KEYS	47.96
	SPRINGFIELD ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	227.21
	DH PACE COMPANY	GARAGE DOOR	5,275.00
	RICHS AUTO PARTS & SERVICE INC	SAFETY INSPECTIONS	108.00
50-50-0-051	PAYROLL DATA SERVICES, INC	PROTIME MONTHLY FEE DECEMBER	43.19
50-50-0-052	AUTOZONE COMMERCIAL	LEAF SPRING	589.97
		LEAF SPRING PLATE	99.49
		LEAF SPRING & SHACKLE	731.96
		LEAF SPRING	-573.98
		SPRING RETURN	-645.98
		U-BOLTS RETURN	-79.95
		YOKE	128.99
		LEAF SPRING BOLTS	-55.96
		U JOINT	15.99
		U- BOLT	53.85
		SLIP YOKE	165.99
		YOKE	-128.99
		SPRING BOLT	16.38
		SPRING BOLT	16.38
		U- BOLTS RETURN	-115.82
		SPRING BOLT	-16.38
		SPRING BOLT	-16.38
	UFTRING AUTOMALL	FLANGE	240.12
	CENTRE STATE INTN'L TRUCKING	SEAT BELT	140.26
		LATCH BELT	107.21
	E P TIRE & VULCANIZING	TIRES FORD F-250	680.72
		TIRE REPAIR	30.00
		TIRES DUMP TRUCK #4	453.90
	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	142.13

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER
 INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-052	KOENIG BODY & EQUIPMENT INC.	HARNES	314.63
	MUTUAL WHEEL COMPANY	OVERLOAD SPRINGS	386.03
	O'REILLY AUTO PARTS	BATTERY	113.12
	RICHS AUTO PARTS & SERVICE INC	SAFETY INSPECTIONS	120.00
50-50-0-070	CORE & MAIN	SIM TAP	2,134.50
	C & H REPAIR & SUPPLY CO	SOCKER SET	111.60
	GAUNT ENTERPRISES, INC	RUN FROM CENTENNIAL DISPOSAL	400.00
	PAFCO TRUCK BODIES	OAK WEDGES	200.00
50-50-0-100	OFFICE DEPOT	COPY PAPER, FILE FOLDERS & PEN	116.14
50-50-0-110	JOSHUA BOLEN	BOOT REIMBURSEMENT	60.48
50-50-0-115	US BANK/ VOYAGER FLEET SYSTEMS	GASOLINE - WATER	1,413.06
50-50-0-123	CORE & MAIN	10 VALVE & RESTRAINTS	1,843.32
	C & G CONCRETE CONSTRUCTION CO	INLET REPAIR HIGHVIEW RD	5,650.00
50-50-0-124	J.J. BRAKER & SONS, INC	CENTENNIAL BLDG. WALL	3,850.00
	MENARDS-WASHINGTON	PRO-RIB IN/OUT, BACKER ROD	46.32
		RETURN PRO-RIB CLOSURE	-13.18
	WPC	FLOMATIC CHECK VALVE	1,242.00
50-50-0-126	CORE & MAIN	METER TILES & COPPER TUBES	1,701.66
		10" COUPLING & 10" VALVE	2,479.44
50-50-0-180	WATER DEPOSIT REFUNDS	214 CHICAGO ST	123.28
		559-B CHICAGO	50.16
		526 HIGHPOINT	53.44
		105 KERFOOT TIN	53.44
		100 MIROMAR	37.92
	W & S BILL OVERPAYMENT REFUND	408 PEKIN	3.45
50-51-0-047	CONSTELLATION NEW ENERGY	12/19 GAS SEWER	8,311.26
50-51-0-050	ALTORFER	GENSET REPAIR	1,600.10
50-51-0-052	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	142.12
	O'REILLY AUTO PARTS	MOTOR TREATMENT	17.98
		HUB ASSEMBLY #52 WATER	853.76
	RICHS AUTO PARTS & SERVICE INC	SAFETY INSPECITONS	40.00
50-51-0-070	GRAINGER INC.	THERMOSTAT	234.48
	PAYROLL DATA SERVICES, INC	PROTIME MONTHLY FEE DECEMBER	43.19
50-51-0-080	G.A. RICH & SONS INC	REPAIR WATER LEAK COMLINE BLDG	358.61
50-51-0-087	TAZEWELL COUNTY LANDFILL	SLUDGE	1,833.03
50-51-0-115	US BANK/ VOYAGER FLEET SYSTEMS	GASOLINE - SEWER	1,380.68
50-53-0-052	INTERSTATE BATTERY SYSTEM OF	BATTERY FOR GENERATOR	121.95
50-53-0-092	USEMCO, INC.	WILLOW TRANSDUCER	855.00
50-53-0-127	HI LINE SUPPLY COMPANY	8X8 COUPLING	185.46
50-55-0-160	BROTCKE WELL & PUMP	3 STAGE PUMP WELL #8	4,474.68
50-57-0-070	AMALGAMATED BANK OF CHICAGO	2012-E ADMIN FEES	475.00
50-57-0-254	AMALGAMATED BANK OF CHICAGO	WWTP #1 PRINCIPAL	26,356.28
		WWTP #1 INTEREST	6,197.37
50-57-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	19,739.10
		ERI LOAN INTEREST	1,160.31
DEPARTMENT TOTAL:			111,824.34

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

WATER & SEWER
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

RIVERBOAT GAMING TAX FUND
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
80-00-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	21,834.41
		ERI LOAN INTEREST	1,283.47
80-01-0-025	SHI INTERNATIONAL CORP	TABLET WARRANTY	523.70

		DEPARTMENT TOTAL:	23,641.58
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

PAYROLL HOLDING ACCTS
INVOICES DUE ON/BEFORE 01/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
99-99-9-998	WAGES PAID	01/15/20 GF PAYROLL	715,941.00
		01/15/20 WS PAYROLL	82,630.36

		DEPARTMENT TOTAL:	798,571.36
			=====

APPROVED FOR PAYMENT BY:

DATE: 01/17/20
TIME: 12:10:36
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

FINAL TOTALS
INVOICES DUE ON/BEFORE 01/15/2020

GENERAL CORPORATE FUND	76,443.25
POLICE PROTECTION FUND	43,651.68
FIRE PROTECTION FUND	15,721.21
SOLID WASTE	39,719.95
BOND & INTEREST FUND	475.00
STREET & BRIDGE FUND	17,566.64
STREET LIGHTING FUND	1,245.49
WORKERS COMP & LIAB	81,279.63
EASTSIDE CENTRE	4,265.00
HOTEL-MOTEL TAX	35,178.05
CAMP STREET TIF	790.20
W. WASHINGTON ST TIF	572,842.36
WATER & SEWER	111,824.34
RIVERBOAT GAMING TAX FUND	23,641.58
PAYROLL HOLDING ACCTS	798,571.36

GRAND TOTAL	1,823,215.74
	=====



**City of East Peoria
Accounts & Finance**

MEMORANDUM

TO: Mayor John P. Kahl and Members of the City Council

FROM: Jeffery M. Becker, Finance Director/Treasurer

SUBJECT: Resolution No. 1920-097 - 2020 Cyber Security Insurance / Annual Renewal

DISCUSSION: The City's insurance policy for cyber security coverage expires on January 1, 2020. The City has maintained a cyber security insurance policy from Lloyd's London, through Kuhl Insurance agency. This cyber insurance policy provides coverage for the City's information technology services, as listed out in the attached quote. The City administration seeks to renew and maintain this cyber security insurance coverage during the 2020 renewal term, as the threats to the City's IT systems and risk of loss seemingly increase on a daily basis.

For the upcoming policy year, the annual policy premium for this cyber security insurance coverage from Lloyd London, is \$16,500. (Last year's policy was \$16,711.)

RECOMMENDATION: Approve

RESOLUTION NO. 1920-097

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING RENEWAL OF
CYBER SECURITY INSURANCE COVERAGE**

WHEREAS, the City maintains cyber security insurance for the protection of the City's computer intranet and internet network systems and electronic information and data maintained on the City's computer intranet and internet network systems (the "Cyber Security Insurance"); and

WHEREAS, the City's current annual policy term with Lloyd's London, as serviced through Tokio Marine HCC, for the City's Cyber Security Insurance coverage runs through January 1, 2020; and

WHEREAS, after reviewing the City's various exposures to risk and liability across the City's information technology services, including the City's computer intranet and internet network systems and operations, the City administration has obtained renewal prices for the City's Cyber Security Insurance coverage; and

WHEREAS, based upon the recommendation of the City administration, the City Council hereby finds that it is in the best interests of the City to accept the renewal proposal from the Kuhl Insurance Agency for renewing the City's Cyber Security Insurance policy with Lloyd's London, as serviced through Tokio Marine HCC, for the annual period beginning January 1, 2020, and ending January 1, 2021, at an annual premium of \$16,500.00, which coverage and quote are outlined in "Exhibit A" as attached hereto; and

WHEREAS, based upon the recommendation of the City administration, the City Council hereby further finds that it is in the best interests of the City to maintain this NetGuard Plus Policy with Lloyd's London, as serviced through Tokio Marine HCC, with a \$25,000 deductible for each claim made under this Policy as the City's Cyber Security Insurance coverage;

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

Section 1. The City hereby approves and accepts the proposal from Kuhl & Company to provide Cyber Security Insurance coverage (NetGuard Plus Policy), as

outlined in "Exhibit A" attached hereto, at an annual cost of \$16,500.00 from Lloyd's London, as serviced through Tokio Marine HCC, for the annual policy period that begins January 1, 2020, and runs through January 1, 2021, with a \$25,000 deductible per claim. The City's Director of Finance is hereby authorized and directed to execute an appropriate agreement and any other related documentation accepting the proposal from Kuhl & Company for the City's Cyber Security Insurance coverage, together with such changes therein as the Mayor may approve.

Section 2. Any previous actions of the City undertaken to ensure continuation of the City's Cyber Security Insurance coverage pursuant to the renewal of the NetGuard Plus Policy with Lloyd's London, as serviced through Tokio Marine HCC, effective on January 1, 2020, are hereby ratified and approved.

APPROVED:

Mayor

ATTEST:

City Clerk



16501 Ventura Blvd. Suite 200 Encino, CA 91436
tmhcc.com/pro

NON-BINDING RENEWAL INDICATION

December 19, 2019
Benjamin Erdmanis
US Pro Insurance Services
27475 Ferry Road, Suite 131
Warrenville, Illinois 60555

We are pleased to offer the following non-binding NetGuard® Plus renewal indication for:

City of East Peoria (Illinois)

This non-binding renewal indication is valid through January 1, 2020. Underwriters reserve the right to change the terms indicated or decline to quote the account.

Submission:

Product NetGuard® Plus
Policy Form
Carrier Lloyd's, London - AM Best "A"
POLICY ISSUANCE FEE: \$175
TERM: One Year

	<u>Option 1</u>	<u>Option 2</u>
PREMIUM:	\$15,000	\$16,500
Maximum Policy Aggregate Limit of Liability:	\$1,000,000	\$1,000,000
NetGuard® Plus Limits		
Third Party Liability Insuring Agreements		
Multimedia Liability	\$1,000,000 Each Claim \$1,000,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate
Security and Privacy Liability	\$1,000,000 Each Claim \$1,000,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate
Privacy Regulatory Defense and Penalties	\$1,000,000 Each Claim \$1,000,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate
PCI DSS Liability	\$1,000,000 Each Claim \$1,000,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate
TCPA Defense	\$50,000 Each Claim \$50,000 in the aggregate	\$50,000 Each Claim \$50,000 in the aggregate
First Party Liability Insuring Agreements		
Breach Event Costs	\$1,000,000 Each Claim \$1,000,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate
Post Breach Remediation Costs	\$25,000 Each Claim \$25,000 in the aggregate	\$25,000 Each Claim \$25,000 in the aggregate
BrandGuard®	\$1,000,000 Each Claim \$1,000,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate

System Failure	\$1,000,000 Each Claim \$1,000,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate
Dependent System Failure	\$1,000,000 Each Claim \$1,000,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate
Cyber Extortion	\$100,000 Each Claim \$100,000 in the aggregate	\$1,000,000 Each Claim \$1,000,000 in the aggregate
Cyber Crime	\$275,000 Each Claim \$275,000 in the aggregate	\$275,000 Each Claim \$275,000 in the aggregate
Reward Expenses	\$50,000 Each Claim \$50,000 in the aggregate	\$50,000 Each Claim \$50,000 in the aggregate
Court Attendance Costs	\$25,000 Each Claim \$25,000 in the aggregate	\$25,000 Each Claim \$25,000 in the aggregate

Additional Defense Costs Limit (does not apply to TCPA Defense) \$1,000,000 in the aggregate \$1,000,000 in the aggregate

Breach Event Costs Outside Limit (Breach Event Costs will not reduce the Maximum Policy Aggregate Limit) N/A N/A

NetGuard® Plus Retentions/Deductibles/Other Coverage Terms

Multimedia Liability	\$25,000 Each Claim	\$25,000 Each Claim
Security and Privacy Liability	\$25,000 Each Claim	\$25,000 Each Claim
Privacy Regulatory Defense and Penalties	\$25,000 Each Claim	\$25,000 Each Claim
PCI DSS Liability	\$25,000 Each Claim	\$25,000 Each Claim
TCPA Defense	\$25,000 Each Claim	\$25,000 Each Claim
Breach Event Costs	\$25,000 Each Claim	\$25,000 Each Claim
Post Breach Remediation Costs	\$25,000 Each Claim	\$25,000 Each Claim
BrandGuard®: Waiting Period	2 Weeks	2 Weeks
BrandGuard®: Period of Indemnity	6 Months	6 Months
System Failure: Data Recovery	\$25,000 Each Claim	\$25,000 Each Claim
System Failure: Non-Physical Business Interruption Waiting Period	8 Hours	8 Hours
System Failure: Period of Restoration	6 Months	6 Months
Dependent System Failure: Data Recovery	\$25,000 Each Claim	\$25,000 Each Claim
Dependent System Failure: Non-Physical Business Interruption Waiting Period	12 Hours	12 Hours
Dependent System Failure: Period of Indemnity	4 Months	4 Months
Cyber Extortion	\$25,000 Each Claim	\$25,000 Each Claim
Cyber Crime	\$25,000 Each Claim	\$25,000 Each Claim
Reward Expenses	\$25,000 Each Claim	\$25,000 Each Claim
Court Attendance Costs	None	None
Aggregate Retention	\$75000	\$75000

Retroactive Dates

None. Unknown Prior Acts Are Covered None. Unknown Prior Acts Are Covered

Endorsements

[E1856A-0710](#) Nuclear Incident Exclusion Clause

E1856NKP-0519	War and Civil War Exclusion
E1856J-1117	Policyholder Disclosure Notice of Terrorism Insurance Coverage
E1856US-0315	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
E1856NGO-0118	Bodily Injury Liability Sublimit Sublimit: \$250,000 Retention: To Match Option Selection
E1856NIO-0718	Bricking Loss Sublimit with Betterment Coverage Sublimit: Up to the Limit Retention: To Match Option Selection
E1856NKY-0819	Biometric Information Privacy Act Exclusion
E1856NHI-0419	Cyber Crime Sublimits A. Financial Fraud Limit: \$275,000.00/\$275,000.00 B. Telecommunications Fraud Limit: \$275,000.00/\$275,000.00 C. Phishing Fraud Limit <ol style="list-style-type: none"> Your Phishing Fraud Loss Sublimit: \$275,000.00/\$275,000.00 Client Phishing Fraud Loss Sublimit: \$50,000/\$50,000 Phishing Fraud Aggregate Limit: \$275,000.00 Cyber Crime Aggregate Limit of Liability (A, B and C combined): \$275,000.00
E1856NKL-0519	Phishing Liability Coverage
E1856NKW-0719	Privacy Regulations Amendatory: California Consumer Privacy Act
E1856NKS-0819	Security and Privacy Wrongful Act Amendatory

Subjectivities Due Prior to Binding

- *Subject to* a signed NAS renewal application, dated within 45 days of the effective date.

Subjectivities Due within 7 Days of Binding

- NONE

If this risk is subject to surplus line tax, you must arrange for the filing of the affidavit and payment of applicable state taxes and fees in addition to the premium.

OPTIONAL ENHANCEMENTS

All Available Enhancements have been included.

Additional Terms & Conditions:

None.

Regards,

Adam Zweben
Associate Underwriter



TOKIO MARINE
HCC

NetGuard[®] Plus - Cyber Liability

State-of-the-art Cyber Coverage and Support Services





Cyber Strong.

Our state-of-the-art NetGuard® Plus cyber insurance solution combines broad first- and third-party coverage with expert cyber security services and claims professionals.

Our cyber liability insurance solution is an effective combination of great coverage, state-of-the-art risk mitigation services, and unparalleled support from our in-house claims experts.

Highlights of our cutting edge NetGuard® Plus cyber liability policy include:

- Cyber Risk Scan
- Free Pre-breach Expert Consultation
- \$0 Retention for initial legal advice regarding a security/privacy incident
- Additional Defense Costs Limit Built into the Policy
- Telephone Consumer Protection Act (TCPA) Defense Coverage
- Dependent System Failure Coverage Built into the Policy
- Reward Expenses for informants providing information about a cyber incident
- Separate Breach Event Costs Limit Enhancement Built into the Policy
- Post-breach Remediation Costs

NetGuard® Plus now includes an industry-leading System Failure coverage component, with expanded coverage for data recovery and a period of restoration of up to 6 months.

Preventative Services

Being insured isn't always the same as being prepared. So, we now offer our cyber policyholders a range of discounted proactive services from leading cybersecurity experts. Services include:

- Network Security Assessments
- Table-top Incident Readiness Consulting
- Security Awareness Training
- Email Phishing Simulations
- PCI Compliance Reviews

Online Support and Risk Management

As a TMHCC cyber liability insurance policyholder, your policy includes TMHCC CyberNET®, giving you access to expert cyber risk advisors when you need them, plus 24/7 online training courses, sample policies, vendor agreement templates and more.

TMHCC CyberNET® helps you and your organization mitigate the risk and impact of a cyber breach. Services include:

- Cyber Security Training
- Compliance Materials
- Risk Management

Expert Cyber Claims Handling

Our cyber claims team provides rapid response support for your clients. We handle over 1,000 cyber claims each year, and with more than 20 in-house cyber claims team members, TMHCC provides expert service and support when it's



Every NetGuard Plus quote includes a free cyber risk summary. Each bound NetGuard Plus policy includes a full cyber vulnerability report.

Working in close coordination with nationally-recognized privacy & security experts, the TMHCC claims team is at your side every step of the way. Our cyber claims team provides assistance with:

- Retaining a “Breach Coach” and legal counsel services, IT security and forensic experts, and public relations/ advertising support
- Breach notification
- Establishing a call center and breach notification website
- Providing credit monitoring and identity theft restoration services to affected individuals

Industry Leading Expertise

Cyber Breach Response Network

Our team of incident response experts are leaders in the field and are here to help you. We have the experience and know-how to respond quickly and get your business back on track.

The following is a partial list of experts with whom we are proud to collaborate:

- Wilson Elser Moskowitz Edelman & Dicker LLP
- Lewis Brisbois Bisgaard & Smith

- Epiq
- Mullen Coughlin LLC
- McDonald Hopkins LLC
- Kroll
- Ankura Consulting Group, LLC
- Kivu Consulting
- Jackson Lewis P.C.
- Crypsis

Description of Coverage

Multimedia Liability

Coverage for third party claims alleging liability resulting from the dissemination of online or offline media material, including claims alleging copyright/trademark infringement, libel, slander, plagiarism or personal injury

Security and Privacy Liability

Coverage for third party claims alleging liability resulting from a security breach or privacy breach, including failure to safeguard electronic or non-electronic confidential information or failure to prevent virus attacks, denial of service attacks or the transmission of malicious code from an insured computer system to the computer system of a third party.

Privacy Regulatory Defense and Penalties

Coverage for regulatory fines and penalties and/or regulatory compensatory awards incurred in privacy regulatory proceedings/ investigations brought by federal, state, local, or foreign governmental agencies, such as proceedings/investigations alleging HIPAA violations

PCI DSS Liability

Coverage for assessments, fines, or penalties imposed by banks or credit card companies due to non-compliance with the Payment Card Industry Data Security Standard (PCI DSS) or payment card company rules

TCPA Defense

Coverage for the defense of claims alleging violation of the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the CAN-Spam Act, or any similar federal, state, local or foreign law regulating the use of telephonic or electronic communications for solicitation purposes.



Breach Event Costs

Coverage for reasonable and necessary mitigation costs and expenses incurred as a result of a privacy breach, security breach or adverse media report, such as legal expenses, proactive and reactive public relations expenses, IT forensic expenses, breach notification costs (including voluntary notification costs), and the cost to set up call centers and provide credit monitoring and identity theft assistance.

Post Breach Remediation Costs

Coverage for post-breach remediation costs incurred to mitigate the potential of a future security breach or privacy breach. (\$25,000 Sublimit)

BrandGuard®

Coverage for loss of net profit incurred as a direct result of an adverse media report or notification to affected individuals following a security breach or privacy breach.

System Failure

Coverage for (1) reasonable and necessary amounts incurred to recover and/or replace electronic data that is compromised, damaged, lost, erased, corrupted or stolen and (2) business income loss and interruption expenses incurred due to an unplanned outage, interruption, failure, suspension, or degradation of service of an insured computer system, including any such incident caused by a hacking attack.

Dependent System Failure

Coverage for (1) reasonable and necessary amounts incurred to recover and/or replace electronic data that is compromised, damaged, lost, erased, corrupted or stolen and (2) business income loss and extra expenses incurred due to an unplanned outage, interruption, failure, suspension, or degradation of service of a service provider computer system that is caused by specified cyber perils, including a denial of service attack, malicious code, and acts of cyber terrorism.

Cyber Extortion

Coverage for extortion expenses incurred and extortion monies paid as a direct result of a credible cyber extortion threat.

Cyber Crime

Coverage for (1) loss of money or securities incurred due to financial fraud, including wire transfer fraud; (2) charges incurred for unauthorized calls resulting from fraudulent use of an insured telephone system; and (3) your loss of money, securities, or other property due to phishing attacks, expenses incurred to notify customers of phishing attacks directed against you, and the cost of reimbursing customers or clients for their losses that result from phishing attacks against you.

Reward Expenses

Coverage for reasonable amounts paid to an informant for information not otherwise available, which leads to the arrest and conviction of a person or group responsible for a privacy breach, security breach, system failure, cyber extortion threat, financial fraud, telecommunications fraud, or phishing attack. (\$50,000 Sublimit)

Court Attendance Costs

Coverage for reasonable costs incurred to attend court, arbitration, mediation, or other legal proceedings or hearings as a witness in a claim covered under the policy. (Daily maximum limit of \$500.00, subject to overall aggregate limit of \$25,000)

Because being insured isn't the same as being prepared.

Your purchase of Cyber Liability includes access to online tools and resources the help mitigate as well as respond to a data breach. Despite the best plans, breaches can occur. Being prepared is the best solution and Tokio Marine HCC has the resources you need to be ready.



Cyber Security Training

Get 'cyber smart' with 16 online courses, including:

- Privacy Basics
- Social Engineering Attacks
- Ransomware



Compliance Material

Keeping your organization up to date:

- State and Federal, Industry Specific Data Protection Guidelines
- Links to government sites



Risk Management

Guidance to implement preventative measures:

- Best Practice Guidelines
- Risk Assessment & Fitness
- Checklist Incident Response



With access to expert cyber risk advisors when you need them, plus 24/7 online training courses, best practices, compliance and incident response guidelines, sample policies, vendor agreement templates and more, CyberNET® helps you and your organization mitigate the risk and impact of a cyber breach.

Registration information will be provided along with your policy.

MEMORANDUM

January 3, 2020

TO: Mayor John P. Kahl and Members of the City Council

FROM: Scott A. Brunton, City Attorney's Office

SUBJECT: Ordinance Approving Easements for Main-on-Main Development Project

DISCUSSION:

Eastlight Court Hospitality LLC is developing the last undeveloped commercial lot in the Main-on-Main development area (the "ECH Development Project"). The ECH Development Project site is located along Altorfer Lane, and the property comprising Altorfer Lane right-of-way is owned by the City (purchased in 2003 from the TP&W Railway Corp.). In order to accommodate the development of the ECH Development Project site, Eastlight Court Hospitality LLC has requested an easement on the unused portion of the City's Altorfer Lane right-of-way property for additional parking and landscaping for the ECH Development Project. Further, in order to assist with the development of the ECH Development Project and the adjacent developments in the Main-on-Main development project area (two hotels and the Kohl's department store), the City is extending water mains across and through the ECH Development Project site.

This Ordinance approves the proposed easements being exchanged between the City and Eastlight Court Hospitality LLC in relation to the development of the ECH Development Project site. The easement being provided by the City to Eastlight Court Hospitality LLC for the development of the ECH Development Project site allows Eastlight Court Hospitality LLC to construct additional parking and landscaping on the easement area that will compliment and supplement the parking and landscaping on the ECH Development Project site. As noted above, the easement area in the City's Altorfer Lane right-of-way property that is being granted to Eastlight Court Hospitality LLC for the development of the ECH Development Project site is not used by the City. The easement being provided to the City by Eastlight Court Hospitality LLC is comprised of two water main easements across the ECH Development Project site property.

RECOMMENDATION: Approval of this Ordinance.

ORDINANCE NO. 4477

**AN ORDINANCE AUTHORIZING THE GRANT AND ACCEPTANCE
OF EASEMENTS FOR PROJECT DEVELOPMENT
IN MAIN-ON-MAIN DEVELOPMENT AREA**

WHEREAS, Eastlight Court Hospitality LLC is developing the last undeveloped commercial lot in the Main-on-Main development area (the “ECH Development Project”), and this lot is situated along Altorfer Lane in the City of East Peoria; and

WHEREAS, the City of East Peoria owns the property comprising the Altorfer Lane right-of-way located immediately northwest of the ECH Development Project (the “Altorfer Lane ROW”); and

WHEREAS, in order to more efficiently develop the site comprising the ECH Development Project, Eastlight Court Hospitality LLC seeks additional area for parking and landscaping for the ECH Development Project; and

WHEREAS, the Altorfer Lane ROW is more expansive than necessary to accommodate the Altorfer Lane roadway and other City infrastructure located under or adjacent to Altorfer Lane; and

WHEREAS, the City Council hereby finds that an unused portion of the Altorfer Lane ROW is not necessary for City purposes and is thus available for use for the ECH Development Project; and

WHEREAS, the City seeks an easement across and under the ECH Development Project site for the City’s water system for servicing the Main-on-Main development area adjacent to and including the ECH Development Project site; and

WHEREAS, the other developments in the Main-on-Main development area, which includes two hotels and the Kohl’s department store located immediately adjacent to the ECH Development Project site, will benefit from the development of the ECH Development Project site in the Main-on-Main development area; and

WHEREAS, City Officials have determined that an exchange of easements to obtain a water main easement for the City’s water system and providing additional area for parking and landscaping for the ECH Development Project is in the best interests of the City and in the best interests of the continued development of the Main-on-Main development area, such easements attached hereto and incorporated by reference as Exhibit 1 (Permanent Easement to Eastlight Court Hospitality LLC for parking and landscaping – the “ECH Permanent Easement”) and Exhibit 2 (Permanent Water Main Easement to the City of East Peoria – the “City Water Main Easement”); and

WHEREAS, the City Council hereby further finds that it is in the best interests of the City and in the best interests of the continued development of the Main-on-Main

development area to provide the ECH Permanent Easement for the ECH Development Project as set forth in Exhibit 1 and to accept the City Water Main Easement as set forth in Exhibit 2;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

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

Section 2. The City hereby approves the ECH Permanent Easement as set forth in Exhibit 1 and the City Water Main Easement as set forth in Exhibit 2.

Section 3. The Mayor and City Clerk of the City of East Peoria are hereby authorized and directed to execute the ECH Permanent Easement and to execute the City Water Main Easement, together with such changes or modifications to each easement document as the Mayor in his discretion may approve, as confirmation of the acceptance and approval of these Easements and the terms set forth in each easement document. The Mayor or his designee is hereby further authorized to take such action and execute such other documents as may be necessary to conclude the exchange of easements hereby authorized.

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

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT 1

**Permanent Easement -
Tazewell County**

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Scott A. Brunton
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602

PERMANENT EASEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration as provided herein, the receipt and sufficiency of which are hereby acknowledged, the **City of East Peoria, Tazewell County, Illinois**, an Illinois municipal corporation ("Grantor" or the "City"), hereby grants, bargains, sells, transfers, and conveys unto **Eastlight Court Hospitality LLC**, an Illinois limited liability corporation ("Grantee" or "ECH LLC"), its successors, and assigns, a Permanent Easement as described herein.

The Grantor owns the real estate described on Exhibit A, attached hereto and made a part hereof (the "City Parcel"). The Grantee owns the real estate described on Exhibit B, attached hereto and made a part hereof (the "ECH Parcel"). The City Parcel and the ECH Parcel are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels." For the benefit of the ECH Parcel under the terms and conditions as set forth herein, the Grantor hereby provides Grantee with a Permanent Easement on, across, and over said Permanent Easement Area granted under this Easement as depicted in Exhibit C, attached hereto and made a part hereof, and legally described as follows:

Permanent Easement

A part of the West Half, Northwest Quarter of Section 33, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the northeast corner of Lot 5 in Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), said point also being the Point of Beginning;

Thence South 60 degrees 27 minutes 45 seconds West on and along the north line of said Lot 5, 383.45 feet; thence in a southwesterly direction on and along said north line of Lot

5, along a non-tangent curve to the left, having a radius of 660.00 feet and an arc length of 105.33 feet, being subtended by a chord bearing South 55 degrees 52 minutes 27 seconds West, 105.22 feet to the northwest corner of said Lot 5; thence North 37 degrees 40 minutes 47 seconds East, 65.69 feet; thence North 55 degrees 11 minutes 03 seconds East, 134.26 feet; thence North 60 degrees 27 minutes 48 seconds East, 264.71 feet; thence South 74 degrees 32 minutes 12 seconds East, 41.53 feet to the Point of Beginning and containing 11,861 square feet, more or less, or 0.272 acres, more or less.

Part of PIN 01-01-33-100-032

EASEMENT

1. Grant of Easements.

(a) Access and Parking. The Grantor hereby grants to the Grantee a perpetual easement appurtenant to and for the benefit of the ECH Parcel on, over, and across the Easement Area for parking and driveway areas for vehicular and pedestrian access and use and for landscaping purposes incident to the primary use of the ECH Parcel, including paved areas with striping, curbs, and sidewalks, and landscaping of the non-paved areas.

(b) Drainage. The Grantor hereby further grants the Grantee, as an easement appurtenant to and for the benefit of the ECH Parcel, a non-exclusive, perpetual, easement for the drainage of storm water from the ECH Parcel over and across the Easement Area onto the City Parcel. The parties agree that neither shall take any action, without the prior written consent of the owner of the other Parcel, which would alter the course of storm water drainage as such drainage shall exist across the two Parcels after the completion of the infrastructure improvements to the City Parcel along Altorfer Lane (including storm water drainage improvements) that are being constructed in conjunction with and to assist with the Grantee's development of the ECH Parcel.

(c) Utility Easements. The Grantor, with prior notice to the Grantee, may use the Easement Area for the location of water, gas, electric, telecommunication, and other utility lines, provided any damage to improvements upon the Easement Area shall be repaired back to its original state by the Grantor. The Grantee, with prior written consent from the Grantor, may use the Easement Area for the location of water, gas, electric, telecommunication, and other utility lines that service the Grantee's facilities and structures on the ECH Parcel.

2. Changes to Easement Area. Upon the Grantee's completion of the initial improvements for parking, driveway access, and landscaping on the Easement Area, the Grantee shall make no material changes to the parking areas, drive lanes, or landscaped areas on the Easement Area without the written consent of the Grantor. Further, no portion of the Easement may be used for other improvements or for outdoor sales, storage, or special events without the written consent of the Grantor.

3. Maintenance of Easement Area.

(a) General Maintenance. The Grantee shall maintain the Easement Area and the improvements thereon at its individual direction and expense in a first-class condition, including without limitation the following items: all parking areas, curbs, drives, and sidewalks located on the Easement Area, including snow removal, striping and paving, and mowing, trimming and landscaping of non-paved areas. All contractors and subcontractors performing such maintenance work shall be properly licensed and insured at the same level required of the Grantee as set forth herein.

(b) Failure to Perform Maintenance. To the extent the Grantee fails to provide necessary maintenance or repair of the Easement Area as provided herein, the Grantor, after providing thirty (30) days prior notice to Grantee with the opportunity to cure, may complete the required maintenance or repair at Grantor's expense and charge the cost of the same to the Grantee. If the Grantor is not reimbursed by the other party in full within thirty (30) days following notice and request for reimbursement with copies of all relevant invoices, the Grantor may file a lien against the ECH Parcel for the cost of recovery of the same and may enforce its lien in the same manner as a judgment lien creditor.

4. Indemnity and Insurance.

(a) Grantee shall indemnify and hold harmless the Grantor, its officers, employees, representatives, and agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the Grantee's use of the Easement Area as provided herein, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of the Grantor or its agents.

(b) Grantee shall procure for the Easement Area commercial general public liability insurance in an amount not less than \$2,000,000 in the aggregate and of a type and from a company reasonably acceptable to Grantor. Such insurance shall name the Grantor as a named insured. Grantee shall, from time to time upon the request of the Grantor, furnish to the Grantor a policy or certificate evidencing such coverage, which policy or certificate shall state that such insurance coverage may not be reduced, cancelled, or allowed to expire without at thirty (30) days' prior written notice to the Grantor.

5. Change in Use of ECH Parcel. Should the use of the ECH Parcel change from its intended use as a hotel or similar business operation for a continuous period of one year or longer, the Grantor shall have the right to revoke and other terminate this Easement with ninety (90) days' written notice to Grantee. While the ECH Parcel continues its use as a hotel or similar business operation, the Grantor shall have no right to revoke or terminate this Easement.

6. Real Estate Taxes. Beginning with tax year 2020 (payable 2021), should the Grantor incur any property tax liability as a result of this Easement, the Grantee shall reimburse in full the Grantor for this tax liability within forty-five (45) days after receiving notice from the Grantor that the Grantor has paid this property tax liability.

ACCEPTANCE

Eastlight Court Hospitality LLC, an Illinois limited liability corporation, accepts the foregoing grant and easements and its terms and conditions stated herein.

IN WITNESS WHEREOF, Eastlight Court Hospitality LLC has caused the Acceptance to be executed by its Manager this _____ day of _____, 20____.

By: _____
Its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be a Manager of **Eastlight Court Hospitality LLC**, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument on behalf of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D. 20____.

Notary Public

**EXHIBIT A:
Legal Description of City Parcel**

A part of the W 1/2 of the NW 1/4 of Section 33, T 26 N, R 4 W, of the 3rd P.M., described as follows:

Commencing at the Northwest corner of said Section 33; thence N 89°44'28" E along the North line of the NW 1/4 of said Section 33, a distance of 250.00 feet to a point on the East line of a certain 250 foot wide spillway; thence S 0°29'32" E along the East line of said spillway a distance of 1533.88 feet to a point on the Northeasterly R.O.W. line of S.B.I. Route 8 (Camp Street) and the Point of Beginning of the tract to be described; thence Southeasterly along the Northeasterly R.O.W. line of said S.B.I. Route 8 along a curve to the left, having a radius of 5615.00 feet, for an arc distance of 70.61 feet to the most Westerly corner (P.O.B.) of a tract of land as shown on Plat of Resurvey recorded in Book "RR", Page 113 in the Tazewell County Recorder's Office; thence N 52°21'49" E, a distance of 28.58 feet; thence N 15°37'46" E, a distance of 318.90 feet; thence N 27°20'46" E, a distance of 127.70 feet; thence N 52°16'46" E, a distance of 61.35 feet; thence N 60°56'31" E along the Northwesterly line of a tract of land as shown on Plat of Survey recorded in Book "OO", Page 66 in the Tazewell County Recorder's Office, a distance of 309.66 feet; thence N 60°34'09" E along said Northwesterly line, a distance of 405.26 feet to a point on the Southwesterly R.O.W. line of F.A. Route #9 (Interstate Route 74); thence Northwesterly along the Southwesterly R.O.W. line of said S.B.I. Route #9, a distance of 85.41 feet to the Southeast corner of Lot 6 in T.P. & W. Industrial District 5, as shown on Plat of Survey recorded in Book "HH", Page 296 in the Tazewell County Recorder's Office; thence S 60°30'30" W along the Southerly line of Lots 6 & 7 in said T.P. & W. Industrial District 5, a distance of 966.47 feet, more or less, to a point on the East line of said spillway a distance of 325 feet, more or less, to the Point of Beginning, situated in Tazewell County, Illinois.

PIN 01-01-33-100-032

EXHIBIT B:
Legal Description of ECH LLC Parcel

Lot 5 of Main on Main Extension One, a Re-Subdivision of Lots 2, 3, and vacated Eastlight Drive (lying between said Lots and 3) of Main on Main, being a Subdivision of Part of the Northwest Quarter of Section Thirty-three (33), Township Twenty-six (26) North, Range Four (4) West of the Third Principal Meridian, as shown on the Final Plat thereof recorded in Plat Book "EEE", Page 70, situated Tazewell County, Illinois;

PIN 01-01-33-107-006

EXHIBIT C: Map of Easement Area

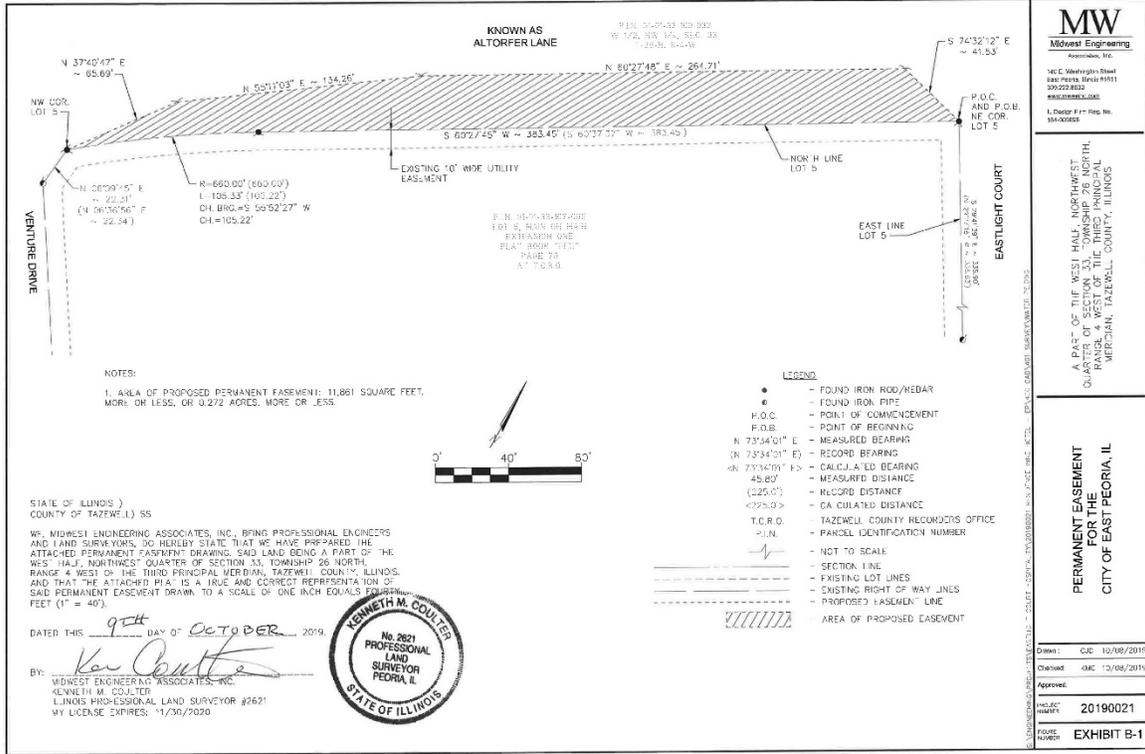


EXHIBIT 2

**Permanent Water Main Easements -
Tazewell County**

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Scott A. Brunton
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602-1161

PERMANENT WATER MAIN EASEMENTS

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration as provided herein, the receipt and sufficiency of which are hereby acknowledged, **Eastlight Court Hospitality LLC**, an Illinois limited liability corporation (“Grantor”) hereby grants, bargains, sells, transfers, and conveys unto the **City of East Peoria, Tazewell County, Illinois**, an Illinois municipal corporation (“Grantee”), its successors, and assigns, two (2) Permanent Water Main Easements as described herein with the right to survey, erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, upgrade, expand, and/or remove from time to time Water Main along with all necessary Appurtenances (hereinafter referred to as the “Facilities”) over, under, across and through the Property of the Grantor situated in Tazewell County, State of Illinois, and described in Exhibit A, attached hereto and incorporated by reference.

With said the Permanent Water Main Easement Areas granted under this Utility Easement being depicted in Exhibit B, attached hereto and incorporated by reference, and legally described as follows:

Permanent Water Main Easement No. 1

Part of Lot 5 of Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), being a part of the Northwest Quarter of Section 33, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 5 in Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), thence South 60 degrees 27 minutes 45 seconds West on and along the north line of said Lot 5, 36.25 feet; thence South 29 degrees 49 minutes 26 seconds East, 10.00 feet to the south

line of an existing utility easement as shown on said Main on Main Extension One, being the Point of Beginning of Permanent Water Main Easement No. 1;

Thence South 29 degrees 49 minutes 26 seconds East, 123.21 feet; thence North 60 degrees 21 minutes 20 seconds East, 25.95 feet to the west line of said existing 10 foot wide utility easement as shown on said Main on Main Extension One; thence South 29 degrees 41 minutes 39 seconds East on and along said west line of an existing 10 foot wide utility easement, 10.00 feet; thence South 60 degrees 21 minutes 20 seconds West, 35.93 feet; thence North 29 degrees 49 minutes 26 seconds West, 133.23 feet to said south line of an existing utility easement; thence North 60 degrees 27 minutes 45 seconds East on and along said south line of an existing utility easement, 10.00 feet to the Point of Beginning and containing 1,591 square feet, more or less, or 0.037 acres, more or less.

Part of PIN 01-01-33-107-006

AND

Permanent Water Main Easement No. 2

Part of Lot 5 of Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), being a part of the Northwest Quarter of Section 33, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 5 in Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), thence South 60 degrees 27 minutes 45 seconds West on and along the north line of said Lot 5, 261.75 feet; thence South 30 degrees 21 minutes 29 seconds East, 10.00 feet to the south line of an existing utility easement as shown on said Main on Main Extension One, being the Point of Beginning of Permanent Water Main Easement No. 2;

Thence South 30 degrees 21 minutes 29 seconds East, 206.50 feet; thence South 28 degrees 35 minutes 08 seconds East, 116.58 feet; thence South 30 degrees 18 minutes 30 seconds East, 45.64 feet; thence North 59 degrees 31 minutes 37 seconds East, 27.89 feet; thence North 42 degrees 46 minutes 06 seconds East, 68.03 feet; thence North 13 degrees 01 minutes 57 seconds East, 31.69 feet; thence North 06 degrees 05 minutes 30 seconds East, 44.89 feet; thence North 44 degrees 44 minutes 10 seconds East, 35.90 feet; thence in a northeasterly direction along a tangent curve to the right, having a radius of 45.00 feet and an arc length of 34.46 feet, being subtended by a chord bearing North 66 degrees 40 minutes 27 seconds East, 33.62 feet; thence North 00 degrees 58 minutes 03 seconds West, 13.88 feet; thence North 89 degrees 01 minutes 57 seconds East, 10.00 feet; thence South 00 degrees 58 seconds 03 minutes East, 14.93 feet; thence in a southeasterly direction along a non-tangent curve to the right, having a radius of 45.00 feet and an arc length of 15.67 feet, being subtended by a chord bearing South 68 degrees 34 minutes 52 seconds East, 15.59 feet; thence South 58 degrees 36 minutes 13 seconds East, 9.88 feet; thence in a southeasterly direction along a tangent curve to the right, having a radius of 45.00 feet and an arc length of 22.32 feet, being subtended by a chord bearing South 44 degrees 23 minutes 49 seconds East, 22.09 feet; thence South 30 degrees 11 minutes 26

seconds East, 6.74 feet; thence North 53 degrees 49 minutes 54 seconds East, 7.50 feet to the westerly line of an existing 10 foot wide utility easement as shown on said Main on Main Extension One; thence South 00 degrees 54 minutes 38 seconds East on and along said westerly line of an existing 10 foot wide utility easement, 19.87 feet to the southerly line of said Lot 5; thence South 55 degrees 34 minutes 50 seconds West on and along said southerly line of Lot 5, 23.56 feet; thence North 06 degrees 16 minutes 31 seconds East, 26.51 feet; thence North 30 degrees 11 minutes 26 seconds, 3.71 feet; thence in a northwesterly direction along a tangent curve to the left, having a radius of 35.00 feet and an arc length of 17.36 feet, being subtended by a chord bearing North 44 degrees 23 minutes 49 seconds West, 17.18 feet; thence North 58 degrees 36 minutes 13 seconds West, 9.88 feet; thence in a westerly direction along a tangent curve to the left, having a radius of 35.00 feet and an arc length of 46.83 feet, being subtended by a chord bearing South 83 degrees 03 minutes 59 seconds West, 43.41 feet; thence South 44 degrees 44 minutes 10 seconds West, 32.39 feet; thence South 06 degrees 05 minutes 30 seconds West, 41.99 feet; thence South 13 degrees 01 minutes 57 seconds West, 34.95 feet; thence South 42 degrees 46 minutes 06 seconds West, 72.16 feet; thence South 59 degrees 31 minutes 37 seconds West, 7.22 feet; thence South 30 degrees 28 minutes 23 seconds East, 25.91 feet; thence South 59 degrees 31 minutes 37 seconds, 10.00 feet; thence North 30 degrees 28 minutes 23 seconds West, 25.91 feet; thence South 59 degrees 31 minutes 37 seconds West, 22.17 feet; thence North 30 degrees 18 minutes 30 seconds West, 55.82 feet; thence North 28 degrees 35 minutes 08 seconds West, 116.58 feet; thence North 30 degrees 21 minutes 29 seconds West, 206.49 feet to said south line of an existing utility easement; thence North 60 degrees 27 minutes 45 seconds East on and along said south line of an existing utility easement, 10.00 feet to the Point of Beginning and containing 7,553 square feet, more or less, or 0.173 acres, more or less.

Part of PIN 01-01-33-107-006

It is understood and agreed that the consideration herein stated shall be full consideration due the Grantor, successors and assigns, from said Grantee for going upon said Property and installing and maintaining said Facilities within both permanent easement areas as defined and described herein, and that Grantee shall be liable for any damage that may result in the future by virtue of same being located upon the property herein described. The Facilities and any and all Appurtenances to said Facilities, except fire hydrants and water valves, will be constructed below grade such that the Grantor can continue to use the property improved with paving (parking areas or pedestrian walkways), fenced sports court area, transformer pad, or dumpster enclosure, or as open landscaped, green space. Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, its successors and assigns

Grantor reserves the right to use and enjoy its interest in the permanent easement areas insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said Facilities. Grantor shall keep said easement areas free from buildings and any other structures or obstructions which will interfere with the Grantee in excavating upon said Property for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, expanding, and maintaining such water mains, structures, conduits and appurtenances; and no

ACCEPTANCE

The City of East Peoria, an Illinois municipal corporation, located in Tazewell County, Illinois, accepts the foregoing grant and easements and its terms and conditions stated herein.

IN WITNESS WHEREOF, the City of East Peoria has caused the Acceptance to be executed by its Mayor and City Clerk this _____ day of _____, 20____.

Mayor

Attest: _____
City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that JOHN P. KAHL and MORGAN R. CADWALADER personally known to me to be the Mayor and City Clerk of **City of East Peoria**, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said corporate entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D. 20____.

Notary Public

EXHIBIT A:
Legal Description of the Property

Lot 5 of Main on Main Extension One, a Re-Subdivision of Lots 2, 3, and vacated Eastlight Drive (lying between said Lots and 3) of Main on Main, being a Subdivision of Part of the Northwest Quarter of Section Thirty-three (33), Township Twenty-six (26) North, Range Four (4) West of the Third Principal Meridian, as shown on the Final Plat thereof recorded in Plat Book "EEE", Page 70, situated Tazewell County, Illinois;

PIN 01-01-33-107-006



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: December 20, 2019

SUBJECT: Land Exchange Public Hearing

BACKGROUND: Cullinan Properties is in the process of selling its portion of the Eastport Admin. Building. As a part of this process, staff met with the Cullinan team at the property to confirm the current platting represented the property accurately. In reviewing the site, both entities – who comprise the current condo owner’s association – agreed the plat required revising in order to better reflect where assets are located. A copy of the proposed changes is attached.

A requirement for the transfer of property is a public hearing. The item this evening will establish that hearing to occur on February 4th along with the first reading of an agreement to facilitate this property transfer.

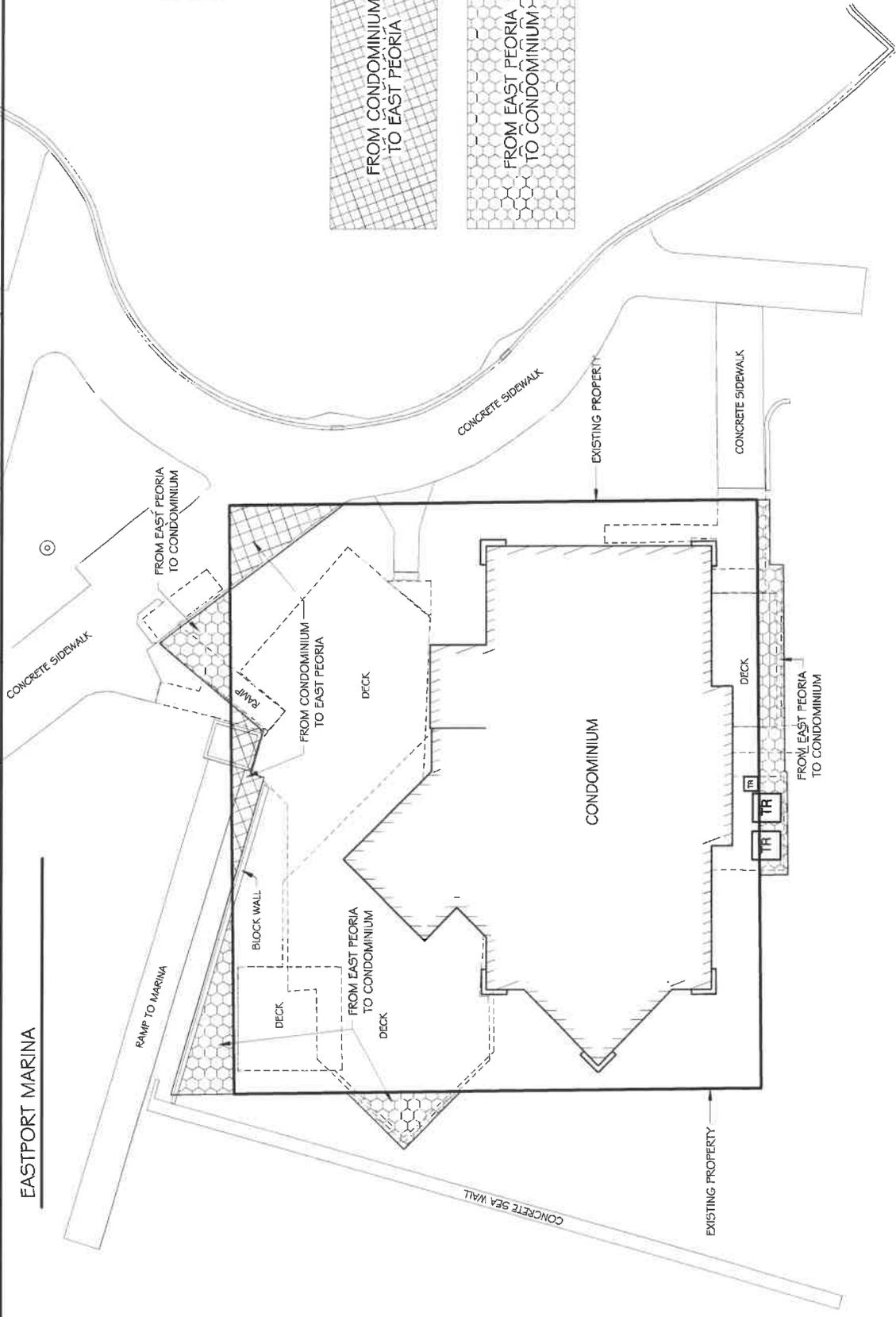
RECOMMENDATION: Approval, as presented.

EASTPORT MARINA



FROM CONDOMINIUM TO EAST PEORIA

FROM EAST PEORIA TO CONDOMINIUM



EASTPORT MARINA

PROJECT NO.
77-777
SHEET 1 OF 1
DRAWING NO. 1

CLIENT:
CITY OF EAST PEORIA

SURVEYED BY: CEJ
DRAWN BY: JEF
CHECKED BY: []
SCALE: 1" = 20'
DATE: 12-05-19

FILE NAME: P_77-777.dwg Dec-05-2019

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5801 N. Prospect Road, Suite 66
Peoria, Illinois 61614
www.mohtandkerr.com
Office: (309) 882-8600
Fax: (309) 882-8601
Professional Design Firm # 184.005091



RESOLUTION NO. 1920-099

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

**A RESOLUTION AUTHORIZING A PUBLIC HEARING FOR THE EXCHANGE
OF CITY PROPERTY LOCATED AT EASTPORT MARINA
AND AMENDMENT TO UNIT OWNERSHIP OF THE
EASTPORT RESTAURANT-ADMINISTRATION BUILDING CONDOMINIUM**

WHEREAS, the main administrative and restaurant building at the Eastport Marina (the “Eastport Marina Building”) is partitioned into the Eastport Restaurant/Administration Building Condominium (“Condominium”) that is comprised of two condominium units owned, respectively, by the City of East Peoria and Cullinan Real Estate Holdings, LLC (“Cullinan”); and

WHEREAS, the City owns the real estate immediately surrounding the Eastport Marina Building, which together with the two condominium units and real estate owned by the Eastport Restaurant/Administration Building Condominium Association (the “Association”), comprise the actual Eastport Marina Building site; and

WHEREAS, in order to better define the property ownership of the Eastport Marina Building site to more accurately correspond property ownership to the parties’ responsibilities thereto, the City and the Association desire to exchange the portion of the Association’s property identified in Exhibit A, attached hereto and incorporated by reference (the “Association Exchange Property”), and the portion of the City’s property also identified in Exhibit A attached hereto (the “City Exchange Property”); and

WHEREAS, the City and Cullinan further desire to redefine the boundaries of the condominium units as set forth on the First Amended Plat, attached hereto as Exhibit B and incorporated by reference, together with a corresponding re-allocation of each unit owner’s percent interest in the common elements of the Condominium; and

WHEREAS, prior to approving the proposed property exchanges, pursuant to Section 11-76.2-1 of the Illinois Municipal Code (65 ILCS 5/11-76.2-1), the City Council is required to conduct a public hearing on the proposed property exchanges (the “Public Hearing”);

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

Section 1. A Public Hearing on the proposed property exchanges (as described above) is hereby scheduled for and shall be held on Tuesday, February 18, 2020, commencing at 6:00 p.m., in the City Council Chambers conference room in the Civic Complex adjacent to City Hall, 401 West Washington Street, East Peoria, Illinois.

Section 2. The City Clerk is hereby authorized and directed to publish the Notice of the Public Hearing in substantially the form set forth in attached Exhibit A in a newspaper of general circulation in the City not less than fifteen (15) days, nor more than thirty (30) days, prior to the hearing date of February 18, 2020.

PASSED BY A 3/4 MAJORITY VOTE OF THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 21st DAY OF JANUARY, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF EAST PEORIA

**PROPOSED PROPERTY EXCHANGE OF CITY PROPERTY
LOCATED AT EASTPORT MARINA AND AMENDMENT TO UNIT OWNERSHIP OF THE
EASTPORT RESTAURANT/ADMINISTRATION BUILDING CONDOMINIUM**

Notice is hereby given that the City Council of the City of East Peoria, Tazewell County, Illinois, will conduct a public hearing at 6:00 p.m. on Tuesday, February 18, 2020, in the City Council Chambers conference room in the Civic Complex adjacent to City Hall, 401 West Washington Street, East Peoria, IL, on a proposed exchange of real property between the City of East Peoria and the Eastport Restaurant/Administration Building Condominium Association ("Association") and for a proposed re-definition of the boundaries of the condominium units of the Eastport Restaurant/Administration Building Condominium ("Condominium"), together with a corresponding re-allocation of unit ownership percent interest in the common elements of the Condominium.

The properties which are the subject of the proposed exchange between the City and the Association are located at Eastport Marina in the City of East Peoria, Illinois and are legally described as follows:

City Property:

PARCEL 1: 0.007 Acre± Tract

Part of Lot 2 in Eastport Marina Subdivision, being part of Lots 22 and 23 of the Assessment Plat recorded in Plat Book "H", Page 377 in the Tazewell County Recorder's office, in part of the Southeast Quarter of Section 22, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Beginning at the Northwest corner of Lot 3 in said Eastport Marina Subdivision, thence North 00 degrees 34 minutes 11 seconds West (bearings based on the Illinois State Plane, West Zone, NAD83, 2011 Adjustment), along the West line of said Lot 3 extended North, a distance of 13.25 feet; thence South 73 degrees 53 minutes 56 seconds East, a distance of 46.19 feet to the North line of said Lot 3; thence South 89 degrees 25 minutes 49 seconds West, along said North line, a distance of 44.25 feet to the Point of Beginning; said tract containing 0.007 acres, more or less, subject to any easements, reservations, restrictions and right of way of record.

PARCEL 2: 0.004 Acre± Tract

Part of Lot 2 in Eastport Marina Subdivision, being part of Lots 22 and 23 of the Assessment Plat recorded in Plat Book "H", Page 377 in the Tazewell County Recorder's office, in part of the Southeast Quarter of Section 22, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northeast corner of Lot 3 in said Eastport Marina Subdivision, thence South 89 degrees 25 minutes 49 seconds West (bearings based on the Illinois State Plane, West Zone, NAD83, 2011 Adjustment), along the North line of said Lot 3, a distance of 17.99 feet to the Point of Beginning of the tract to be described:

From the Point of Beginning, thence continuing South 89 degrees 25 minutes 49 seconds West, along said North line, a distance of 24.20 feet; thence North 40 degrees 29 minutes 49 seconds East, a distance of 19.94 feet; thence South 37 degrees 01 minutes 28 seconds East, a distance of 18.69 feet to the Point of Beginning; said tract containing 0.004 acres, more or less, subject to any easements, reservations, restrictions and right of way of record.

PARCEL 3: 0.009 Acre± Tract

Part of Lot 2 in Eastport Marina Subdivision, being part of Lots 22 and 23 of the Assessment Plat recorded in Plat Book "H", Page 377 in the Tazewell County Recorder's office, in part of the Southeast Quarter of Section 22, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Beginning at the Southeast corner of Lot 3 in said Eastport Marina Subdivision, thence South 00 degrees 34 minutes 11 seconds East (bearings based on the Illinois State Plane, West Zone, NAD83, 2011 Adjustment), along the East line of said Lot 3, extended South, a distance of 2.66 feet; thence South 89 degrees 25 minutes 49 seconds West, a distance of 13.84 feet; thence South 00 degrees 34 minutes 11 seconds East, a distance of 2.84 feet; thence South 89 degrees 25 minutes 49 seconds West, a distance of 44.00 feet; thence South 00 degrees 34 minutes 11 seconds East, a distance of 0.50 feet; thence South 89 degrees 25 minutes 49 seconds West, a distance of 21.86 feet; thence North 00 degrees 34 minutes 11 seconds West, a distance of 6.00 feet to the South line of said Lot 3; thence North 89 degrees 25 minutes 49 seconds East, along said South line, a distance of 79.70 feet to the Point of Beginning; said tract containing 0.009 acres, more or less, subject to any easements, reservations, restrictions and right of way of record.

PARCEL 4: 0.003 Acre± Tract

Part of Lot 2 in Eastport Marina Subdivision, being part of Lots 22 and 23 of the Assessment Plat recorded in Plat Book "H", Page 377 in the Tazewell County Recorder's office, in part of the Southeast Quarter of Section 22, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of Lot 3 in said Eastport Marina Subdivision, thence South 00 degrees 34 minutes 11 seconds East (bearings based on the Illinois State Plane, West Zone, NAD83, 2011 Adjustment), along the West line of said Lot 3, a distance of 23.77 feet to the Point of Beginning of the tract to be described:

From the Point of Beginning, thence continuing South 00 degrees 34 minutes 11 seconds East, along said West line, a distance of 24.30 feet; thence North 45 degrees 24 minutes 38 seconds West, a distance of 17.23 feet; thence North 44 degrees 35 minutes 22 seconds East, a distance of 17.14 feet to the Point of Beginning; said tract containing 0.003 acres, more or less, subject to any easements, reservations, restrictions and right of way of record.

ASSOCIATION Property:

PARCEL 1: 0.005 Acre± Tract

Part of Lot 3 in Eastport Marina Subdivision, being part of Lots 22 and 23 of the Assessment Plat recorded in Plat Book "H", Page 377 in the Tazewell County Recorder's office, in part of the Southeast Quarter of Section 22, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of said Lot 3, thence South 00 degrees 34 minutes 11 seconds East (bearings based on the Illinois State Plane, West Zone, NAD83, 2011 Adjustment), along the East line of said Lot 3, a distance of 24.36 feet; thence North 37 degrees 01 minutes 28 seconds West, a distance of 30.28 feet to the North line of said Lot 3; thence North 89 degrees 25 minutes 49 seconds East, along said North line, a distance of 17.99 feet to the Point of Beginning; said tract containing 0.005 acres, more or less, subject to any easements, reservations, restrictions and right of way of record.

PARCEL 2: 0.003 Acre± Tract

Part of Lot 3 in Eastport Marina Subdivision, being part of Lots 22 and 23 of the Assessment Plat recorded in Plat Book "H", Page 377 in the Tazewell County Recorder's office, in part of the Southeast Quarter of Section 22, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of said Lot 3, thence North 89 degrees 25 minutes 49 seconds East (bearings based on the Illinois State Plane, West Zone, NAD83, 2011 Adjustment), along the North line of said Lot 3, a distance of 44.25 feet to the Point of Beginning of the tract to be described:

From the Point of Beginning, thence continuing North 89 degrees 25 minutes 49 seconds East, along said North line, a distance of 38.56 feet; thence South 40 degrees 29 minutes 49 seconds West, a distance of 8.98 feet; thence North 73 degrees 53 minutes 56 seconds West, a distance of 9.27 feet; thence South 16 degrees 40 minutes 10 seconds West, a distance of 2.89 feet; thence North 73 degrees 53 minutes 56 seconds West, a distance of 23.93 feet to the Point of Beginning; said tract containing 0.003 acres, more or less, subject to any easements, reservations, restrictions and right of way of record.

A copy of the First Amended Plats depicting the locations of the properties and amended unit boundaries are on file and available for public inspection at the office of the City Clerk at 401 West Washington Street, East Peoria, Illinois.

All interested persons are invited to attend and participate in the aforesaid public hearing. Oral testimony or comments regarding the proposed property exchange will be received during the hearing. Written comments may be submitted at any time prior to or during the hearing.

The proposed exchange and condominium unit boundary redefinition will not involve any further consideration beyond the property exchange and will be effectuated by an Agreement for Exchange of Real Property between all involved parties.

Dated this ____ day of _____, 2020.

/s/ Morgan Cadwalader
City Clerk



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: January 15, 2020

SUBJECT: Petition of Keith McGinnis of NuMed for a Special Use to allow for the operation of an adult use cannabis dispensary located at 504 Riverside Dr.

BACKGROUND: The petitioner here is seeking a Special Use to operate a cannabis dispensary operation at their existing medical cannabis location. During its operation, staff is unaware of any issues with this location with regards to its operation. It is anticipated this new operation will function just as well.

At the ZBA hearing, the board voted 5-0 to recommend approval of this proposal to the City Council.

RECOMMENDATION: Approval, as presented.

ORDINANCE NO. 4478

**AN ORDINANCE AUTHORIZING A CONDITIONAL USE
FOR PROPERTY LOCATED AT 504 RIVERSIDE DRIVE
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

WHEREAS, NuMed (the “Petitioner”) has petitioned for a conditional use to allow a recreational cannabis dispensary operation on property zoned “B-3, Business Service District” and located at 504 Riverside Drive in East Peoria, as shown and described at "Exhibit A" attached hereto and incorporated herein by reference (which property as so described hereinafter referred to as the "Property"); and

WHEREAS, under the provisions of the City’s Zoning Code, a recreational cannabis dispensary may only operate in the City in areas zoned B-3 (Business Service District) or M-1 (Manufacturing District Limited) as an approved “Conditional Use” in compliance with the Conditional Use provisions set forth in the City’s Zoning Code; and

WHEREAS, the Petitioner has operated a medical cannabis dispensary on the Property for several years in a facility that complies with the Conditional Use provisions of the City’s Zoning Ordinance; and

WHEREAS, after hearing pursuant to duly published notice, the East Peoria Zoning Board of Appeals has recommended approval of the proposed Conditional Use subject to certain conditions hereinafter set forth;

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

Section 1. A Conditional Use to allow operation of an adult-use recreational cannabis dispensing organization (dispensary) on the Property is hereby approved.

Section 2. The establishment and continuation of the Conditional Use hereby authorized is contingent upon continual compliance with all applicable provisions of the City Code and the following special conditions:

1. Petitioner maintains the current security measures in place at the NuMed facility.
2. Petitioner continues to comply with all required provisions of the City’s Zoning Code for a Conditional Use for an adult-use recreational cannabis dispensing organization.

Upon the violation of or failure to comply with the forgoing conditions or with any provisions of the City Code applicable to the Property or its use, the City Council may, after providing reasonable notice and an opportunity for a hearing, terminate the Conditional Use hereby approved.

Section 3. This Ordinance is hereby ordered to be published in pamphlet form by the East Peoria City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

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

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

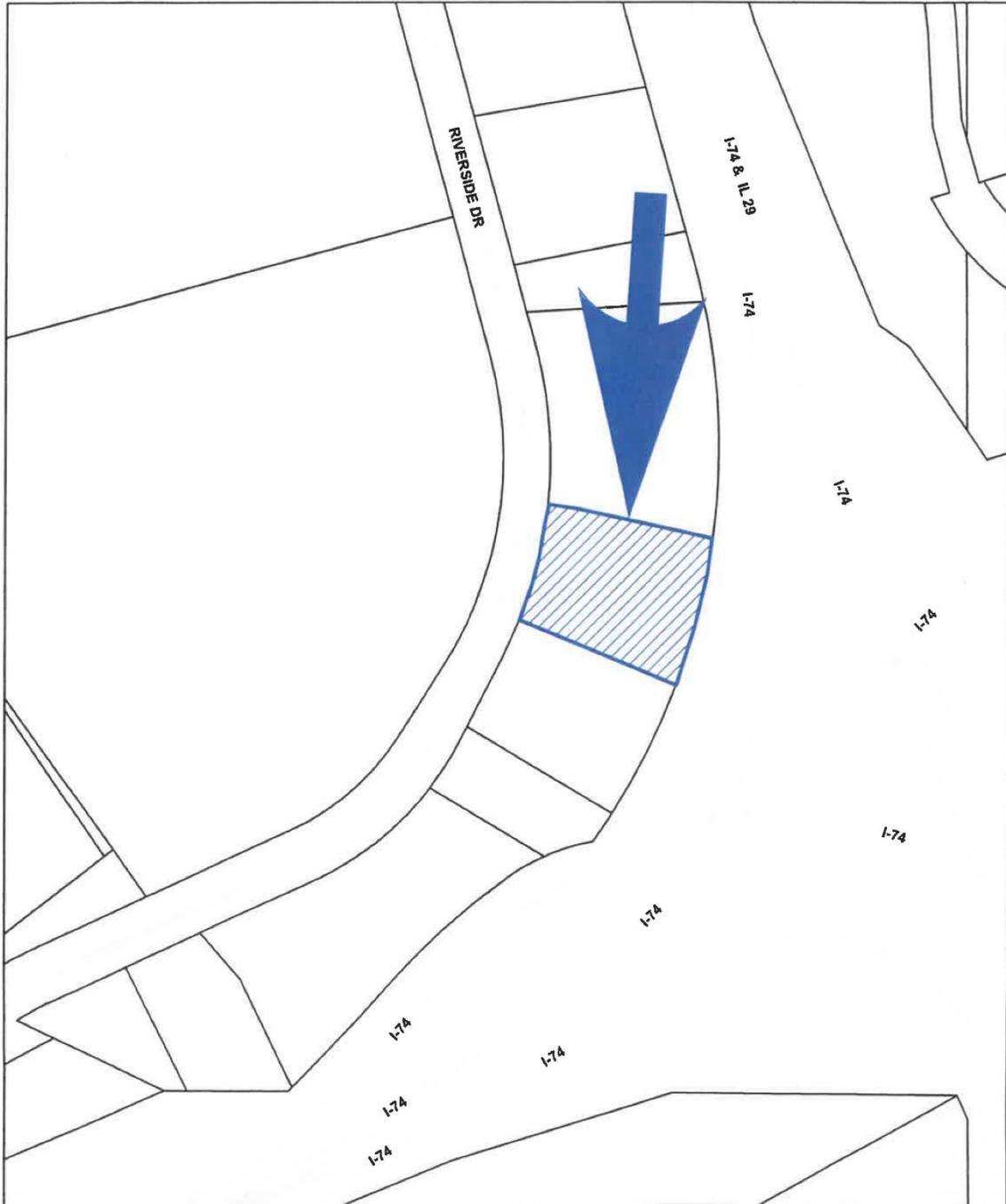
EXAMINED AND APPROVED:

Corporation Counsel

Case 20-SU-4
504 Riverside Dr.
Keith McGinnis of NuMed

Exhibit "A"

Legal Description: P.I.N.: 01-01-29-406-009





TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: January 15, 2020

SUBJECT: Petition of Roy Sorce of Sorce Enterprises for a Special Use to allow for the operation of an adult use cannabis infuser operation and craft grower on property located at 3201 N. Main St.

BACKGROUND: The petitioner here is seeking a Special Use to operate a cannabis infuser operation and craft grower in the rear corner of existing building at this location. In order to achieve the required 1,000-foot separation from a day care facility located across Main Street, the petitioner proposes to demolish a portion of the building to allow 2,000sf of the back, northwest corner to remain in order to be greater than 1,000 feet away. The petitioner likely will decide to expand this “new” building up to an additional 20,000sf in the future (for a total of up to 22,000sf) but no portion of that building can fall closer the 1,000-foot separation requirement from the daycare facility at 3006 N. Main St, as well.

At the ZBA hearing, the board voted 5-0 to recommend approval of this proposal to the City Council. However, they felt the separation requirement in the ordinance left some opportunity for interpretation other than measuring building to building, in a straight line. Staff does not support any interpretation other than a straight line and the understanding for this approval is based upon this approach.

RECOMMENDATION: Approval, as presented with the following conditions:

- The use may not be operational until the demolition of the building has occurred, and staff is able to confirm the remaining building meets the 1,000-foot separation requirement.
- This new building may be expanded up to 22,000sf in total as long as it does not come closer than 1,000 feet from 3006 N. Main St. This building will adhere to all other code requirements.

ORDINANCE NO. 4479

**AN ORDINANCE AUTHORIZING A CONDITIONAL USE
FOR PROPERTY LOCATED AT 3201 N. MAIN STREET
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

WHEREAS, Sorce Enterprises (the "Petitioner") has petitioned for a conditional use to allow a recreational cannabis infuser operation and a recreational cannabis craft grower operation on property zoned "M-1, Manufacturing District Limited" and located at 3201 N. Main Street in East Peoria, as shown and described at "Exhibit A" attached hereto and incorporated herein by reference (which property as so described hereinafter is referred to as the "Property"); and

WHEREAS, under the provisions of the City's Zoning Code, a recreational cannabis infuser operation may only operate in the City in areas zoned B-3 (Business Service District) or M-1 (Manufacturing District Limited) as an approved "Conditional Use" in compliance with the Conditional Use provisions set forth in the City's Zoning Code; and

WHEREAS, under the provisions of the City's Zoning Code, a recreational cannabis craft grower operation may only operate in the City in areas zoned M-1 (Manufacturing District Limited) as an approved "Conditional Use" in compliance with the Conditional Use provisions set forth in the City's Zoning Code; and

WHEREAS, after hearing pursuant to duly published notice, the East Peoria Zoning Board of Appeals has recommended approval of the proposed Conditional Uses subject to certain conditions hereinafter set forth;

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

Section 1. A Conditional Use to allow operation of an adult-use recreational cannabis infuser organization (infuser) on the Property is hereby approved.

Section 2. The establishment and continuation of the Conditional Use as an adult-use recreational cannabis infuser hereby authorized is contingent upon continual compliance with all applicable provisions of the City Code and the following special conditions:

1. Prior to operation as a recreational cannabis infuser, Petitioner shall submit final site plan documents for the recreational cannabis infuser operation (the "Infuser Site Plan") that shall be approved by the Director of Planning and Community Development and shall be in compliance with all provisions of the City's Zoning Code for a conditional use for an adult-use recreational cannabis infuser organization.

2. Prior to operation as a recreational cannabis infuser, the Petitioner shall conduct demolition and structure reconfiguration activities on the Property in accordance with the Infuser Site Plan in a manner as approved by the Director of Planning and Community Development and with the effect of meeting the 1,000 foot separation requirement as required for an adult-use recreational cannabis infuser organization.

3. Prior to operation as a recreational cannabis infuser, the Petitioner shall establish sufficient security measures for the infuser facility as approved by the Director of Planning and Community Development.

4. Petitioner shall comply with all required provisions of the City's Zoning Code for a conditional use for an adult-use recreational cannabis infuser organization.

Upon the violation of or failure to comply with the forgoing conditions or with any provisions of the City Code applicable to the Property or its use, the City Council may, after providing reasonable notice and an opportunity for a hearing, terminate the Conditional Use for an adult-use recreational cannabis infuser operation on the Property as hereby approved.

Section 3. A Conditional Use to allow operation of an adult-use recreational cannabis craft grower operation (craft grower) on the Property is hereby approved.

Section 4. The establishment and continuation of the Conditional Use as an adult-use recreational cannabis craft grower hereby authorized is contingent upon continual compliance with all applicable provisions of the City Code and the following special conditions:

1. Prior to operation as a recreational cannabis craft grower, Petitioner shall submit final site plan documents for the recreational cannabis craft grower operation in a facility up to 22,000 square feet in size (the "Craft Grower Site Plan") that shall be approved by the Director of Planning and Community Development and shall be in compliance with all provisions of the City's Zoning Code for a conditional use for an adult-use recreational cannabis craft grower.

2. Prior to operation as a recreational cannabis craft grower, the Petitioner shall conduct construction activities on the Property in accordance with the Craft Grower Site Plan in a manner as approved by the Director of Planning and Community Development and with the effect of meeting the 1,000 foot separation requirement as required for an adult-use recreational cannabis craft grower.

3. The craft grower facility as approved by this Ordinance shall be a separate and distinct structure and facility from the infuser facility approved by this Ordinance.

4. Prior to operation as a recreational cannabis craft grower, the Petitioner shall establish sufficient security measures for the craft grower facility as approved by the Director of Planning and Community Development.

5. Petitioner shall comply with all required provisions of the City's Zoning Code for a conditional use for an adult-use recreational cannabis craft grower.

Upon the violation of or failure to comply with the forgoing conditions or with any provisions of the City Code applicable to the Property or its use, the City Council may, after providing reasonable notice and an opportunity for a hearing, terminate the Conditional Use for an adult-use recreational cannabis craft grower operation on the Property as hereby approved.

Section 5. This Ordinance is hereby ordered to be published in pamphlet form by the East Peoria City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

Section 6. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

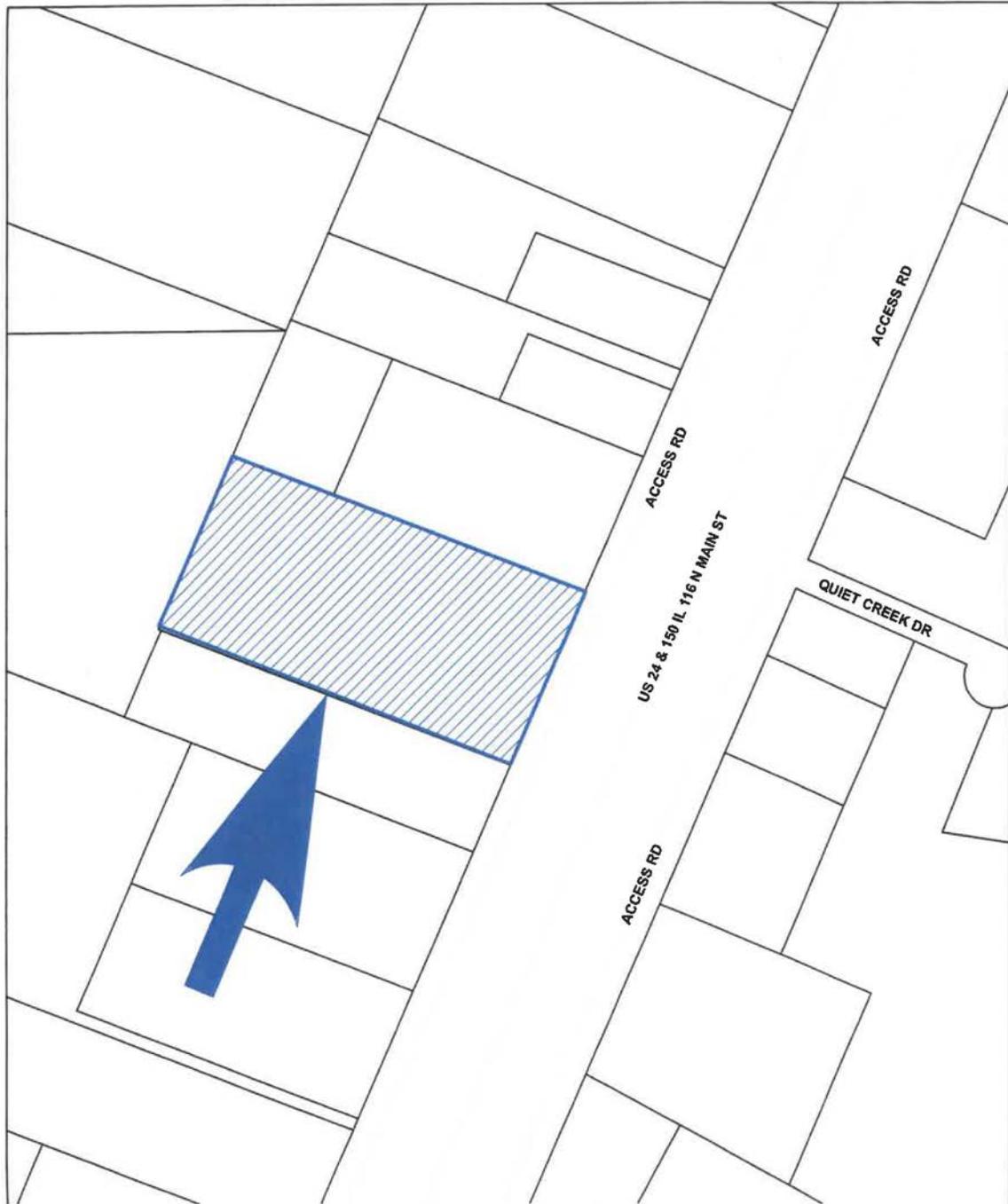
EXAMINED AND APPROVED:

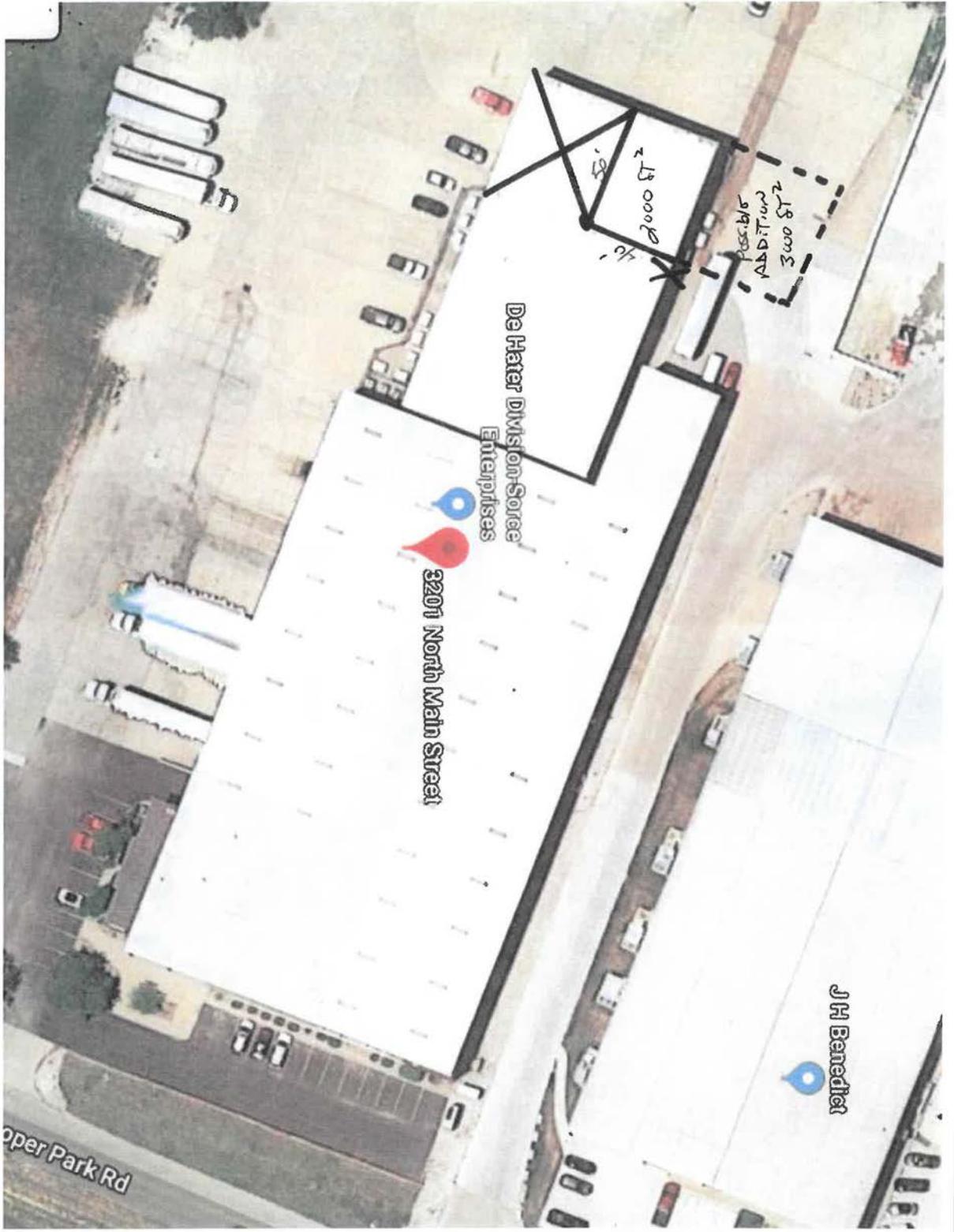
Corporation Counsel

Case 20-SU-2
3201 N. Main St.
Roy Sorce of Sorce Enterprises

Exhibit "A"

Legal Description: P.I.N.: 01-01-23-100-018







TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: January 15, 2020

SUBJECT: Petition of Yvonne Kuecks to modify the existing planned unit development plan for 115 Arnold Ave.

BACKGROUND: The petitioner here is seeking to update the PUD (Planning Unit Development) for this property to allow for a dog-grooming facility. This is a unique situation as this property has residential uses on each side of it. Originally, the PUD permitted a local builder to utilize the location for his office. Since then, the current buyer has used the property in a similar fashion as an office for their decorating business. Staff supports adding additional potential uses to the PUD that will allow the current petitioner, as well as future owners of the property, some additional flexibility in the property's use without becoming a burden to neighboring property owners. Those uses include the proposed use as well as an antique shop, travel and insurance agencies and a doctor's office.

At the ZBA hearing, the board concluded that only the proposed use was appropriate in amending the PUD for this property. Also, additional parking can be achieved by paving some of the front-yard but the current driveway is sufficient to start. The board voted 5-0 to approve the proposed use and amend the PUD. Staff recommends that a freestanding sign be permitted here but not be lit nor exceed 10 sf, nor taller than 6 feet. The sign should also include some landscaping at the base when it's installed.

RECOMMENDATION: Approval, as presented with the following conditions:

- Amend the existing PUD to permit a dog-grooming facility.
- No on-site boarding be permitted.
- Current parking needs to include one striped and signed handicapped space. Additional parking can be achieved by paving in front of the building.
- A freestanding sign will be permitted but not be lit, larger than 10 sf and not taller than 6 feet in height. Landscaping of at least 12 points must be installed at the base of the sign.

ORDINANCE NO. 4480

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO THE
CONDITIONS IMPOSED ON THE PLANNED UNIT DEVELOPMENT SPECIAL USE
GRANTED WITH RESPECT TO
115 ARNOLD ROAD IN THE CITY OF EAST PEORIA**

WHEREAS, pursuant to Ordinance No. 1463 and Ordinance No. 1480 approved in 1978 (“PUD Ordinances”), the City Council authorized a Planned Unit Development special use (the “PUD Special Use”) for property located along Arnold Road in East Peoria for the purpose of lessening certain zoning requirements and restrictions for structures and facilities constructed in this Planned Unit Development as set forth in the PUD Ordinances; and

WHEREAS, Yvonne Kuecks (the "Petitioner"), has petitioned for an amendment of the conditions applicable to the PUD Special Use as such conditions limit the use of the property at 115 Arnold Road and which property is shown and described at “Exhibit A”, attached hereto and incorporated herein by reference (which property as so described is hereinafter referred to as the “Property”); and

WHEREAS, the Petitioner requests that a dog grooming business be a permitted business operation on the Property that is located within the PUD Special Use area in addition to the current permitted uses for the Property and the PUD Special Use area; and

WHEREAS, after holding a hearing pursuant to duly published notice, the East Peoria Zoning Board of Appeals has recommended approval of the proposed amendment subject to certain conditions hereinafter set forth;

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

Section 1. The conditions applicable to the PUD Special Use approved by the PUD Ordinances are hereby amended to allow a dog grooming business on the Property.

Section 2. The establishment and continuation of the special use hereby authorized is contingent upon continual compliance with all applicable provisions of the City Code and the following special conditions:

1. At the dog grooming business facility, no on-site dog or animal boarding is permitted.

2. Prior to conducting a dog grooming business on the Property, the off-street parking provided on the Property must include one (1) striped and signed handicapped parking space; additional parking can be provided by paving the front yard (or a portion thereof) of the Property between the building and the street.

3. Signage on the Property for the dog grooming business is limited to one (1) freestanding, un-lit sign that is no more than 10 square feet in size and no taller than 6 feet in height. Should such freestanding sign be erected on the Property, landscaping must be installed and maintained at the base of the sign totaling no less than 12 points, and this landscaping must be installed in accordance with the timeframe established by the Director of Planning and Community Development.

4. All improvements authorized or required by this Ordinance shall be consistent with the site plan documents (the "Site Plan") prepared and submitted by the Petitioner, and shall be completed and continuously maintained in accordance with the Site Plan or as otherwise approved by the Director of Planning and Community Development.

Except as specifically modified by this Ordinance, the conditions applicable to the Special Use approved by the PUD Ordinances shall continue to apply as therein stated. Further, upon the violation of or failure to comply with the forgoing conditions or with any provisions of the City Code applicable to the Property or its use, the City Council may, after providing reasonable notice and an opportunity for a hearing, terminate the Special Use hereby approved.

Section 3. This Ordinance is hereby ordered to be published in pamphlet form by the East Peoria City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

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

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

Case 20-PUD-1
115 Arnold Ave.
Yvonne Kuecksl

Exhibit "A"

Legal Description: P.I.N.: 01-01-34-202-011





2125

2135

2137

113

115

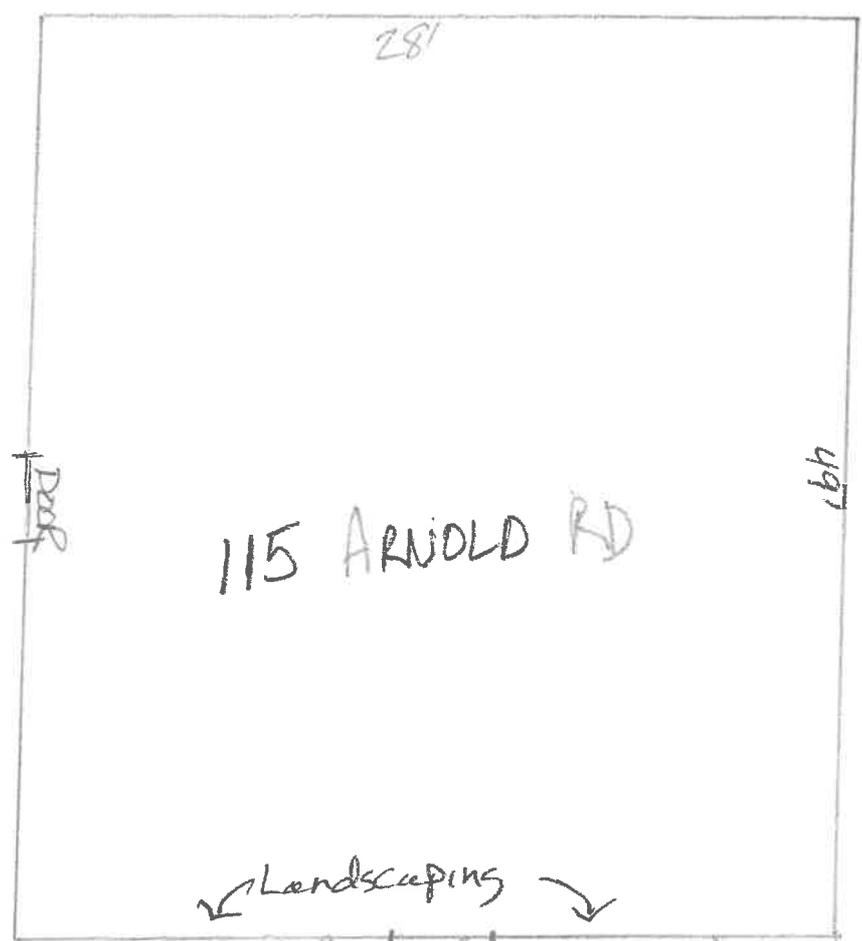
117

ARNOLD RD

2201

Handicap Parking →

Driveway

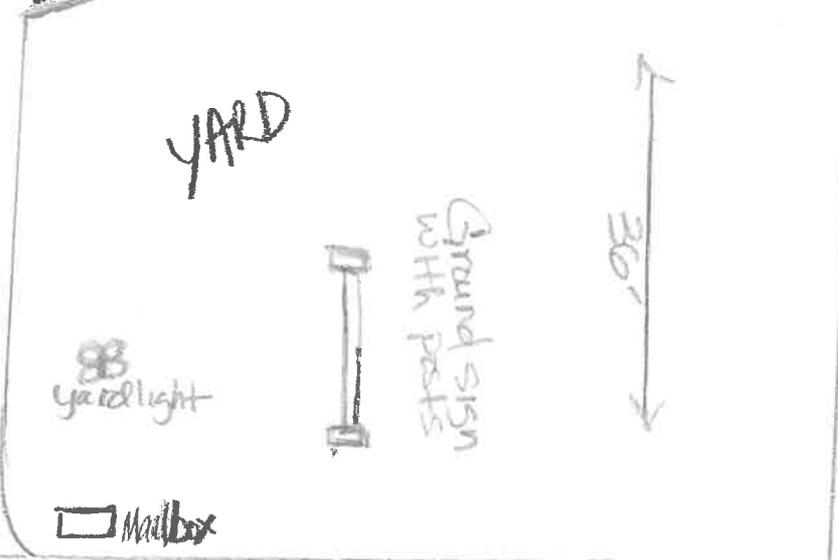


Landscaping

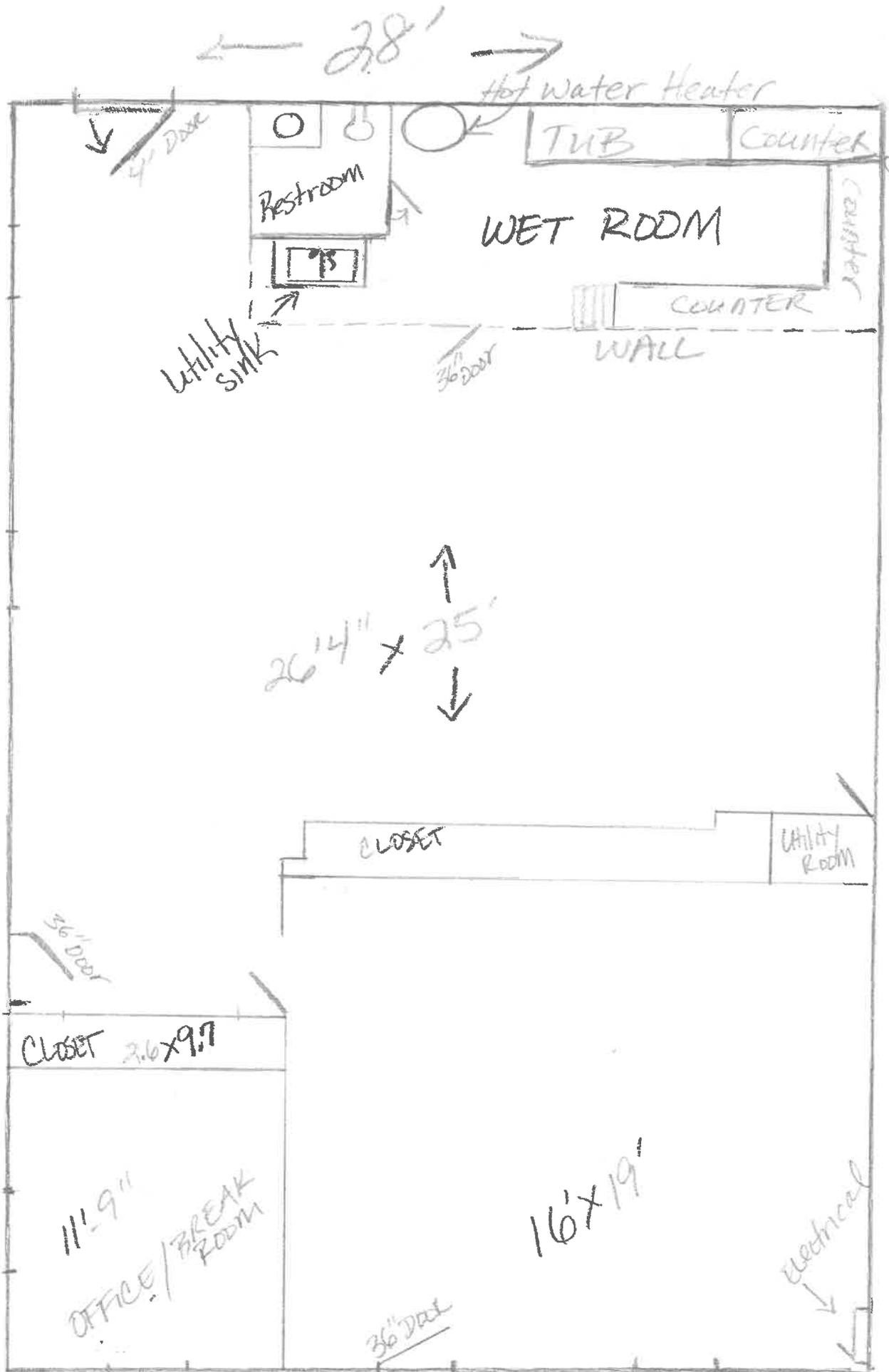


PARKING

PARKING



ARNOLD RD



FUTURE SITE PLAN



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: January 15, 2020

SUBJECT: Petition of David Horton of Dave's Garage for a Special Use to allow for the outdoor display and sale of vehicles/trailers and an automotive repair business at 727 S. Main St.

BACKGROUND: The petitioner here is seeking a Special Use to operate a vehicle/trailer sales and a repair operation. This location has been used for vehicle repair and most recently vehicle sales. The site plan shows 35 vehicles but staff feels that's a tight squeeze given the lot size. Perhaps 30 is more reasonable until the petitioner expands the lot along the Ravine frontage – which would require the lot to be attached to the primary one and paved accordingly.

Lastly, this property needs some landscaping and has greenspace to accomplish this task along the frontage of the property. Installation should occur no later than May 1, 2020. The ZBA did not address landscaping at their meeting.

At the ZBA hearing, the board voted 4-1 to recommend approval of this proposal to the City Council with the limitation that not more than 30 vehicles at a time can be displayed for sale. The lone dissent vote was due to the number of vehicles permitted as that board member indicated the number should be lower.

RECOMMENDATION: Approval, as presented with the following conditions:

- Not more than 30 vehicles shall be for sale at any given time.
- Landscaping needs to be installed as per approved plan by May 1, 2020.

ORDINANCE NO. 4481

**AN ORDINANCE AUTHORIZING A SPECIAL USE
FOR PROPERTY LOCATED AT 727 S. MAIN STREET
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

WHEREAS, David Horton (the "Petitioner") has petitioned for a special use to allow the operation of a used vehicle and trailer dealership and repair shop on property zoned "B-3, Business Service District" and located at 727 South Main Street, as shown and described at "Exhibit A" attached hereto and incorporated herein by reference (which property as so described hereinafter referred to as the "Property"); and

WHEREAS, after hearing pursuant to duly published notice, the East Peoria Zoning Board of Appeals has recommended approval of the proposed Special Use subject to certain conditions hereinafter set forth;

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

Section 1. A Special Use to allow the sale and display of used vehicles and trailers and a vehicle repair shop operation on the Property is hereby approved.

Section 2. The establishment and continuation of the special use hereby authorized is contingent upon continual compliance with all applicable provisions of the City Code and the following special conditions:

1. Petitioner shall establish the Special Use approved by this Ordinance in accordance with a site plan (the "Site Plan") prepared and submitted by the Petitioner.
2. Not more thirty (30) vehicles and trailers (in any combination that does not exceed 30 in number) may be displayed for sale at any given time on the Property.
3. Petitioner shall prepare and present a landscaping plan for the Property to the Director of Planning and Community Development for review and approval, and then install and maintain the approved landscaping plan by no later than May 1, 2020.
4. All improvements authorized or required by this Ordinance shall be completed and continuously maintained in accordance with a Site Plan.

Upon the violation of or failure to comply with the forgoing conditions or with any provisions of the City Code applicable to the Property or its use, the City Council may,

after providing reasonable notice and an opportunity for a hearing, terminate the Special Use hereby approved.

Section 3. This Ordinance is hereby ordered to be published in pamphlet form by the East Peoria City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

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

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

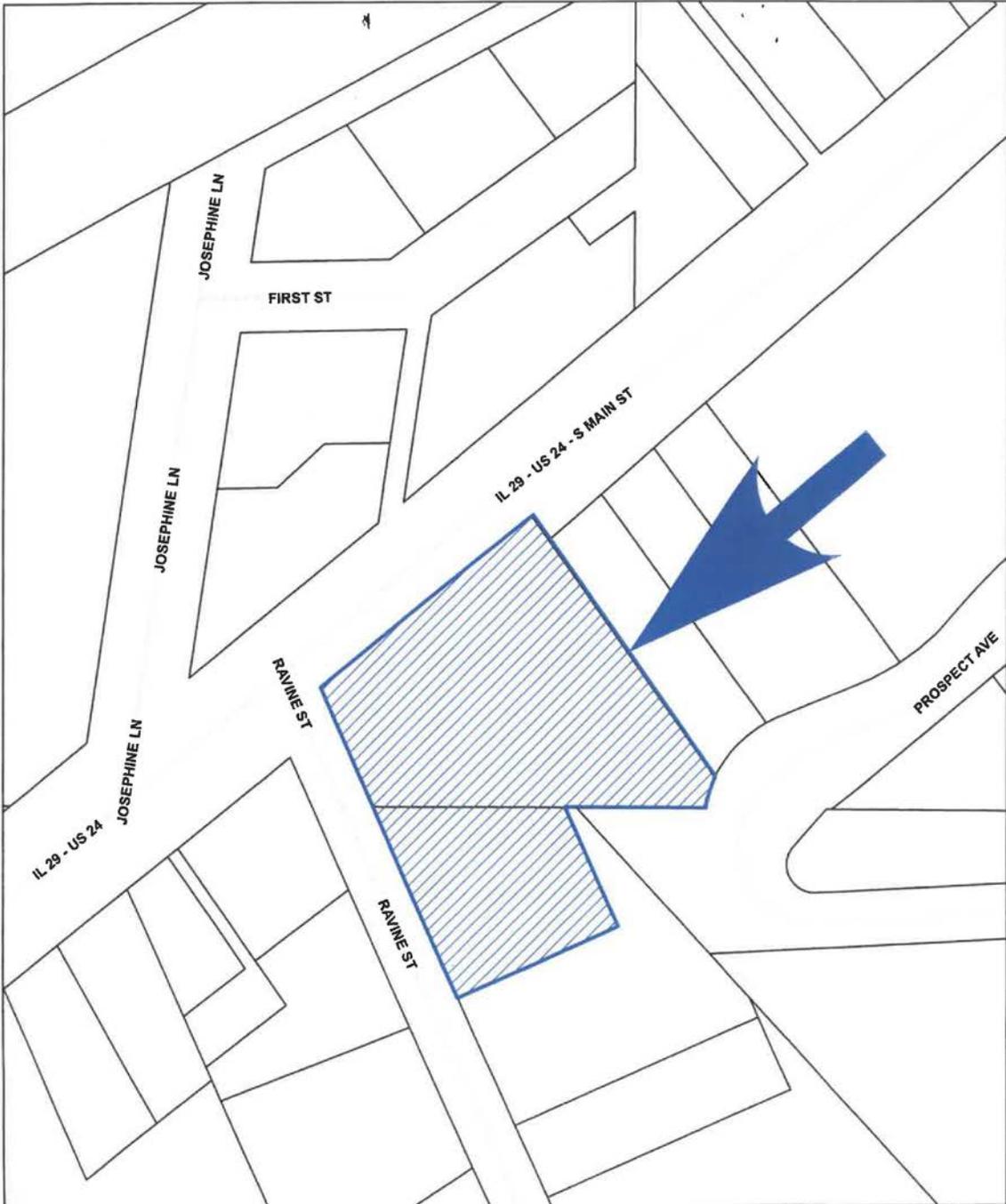
EXAMINED AND APPROVED:

Corporation Counsel

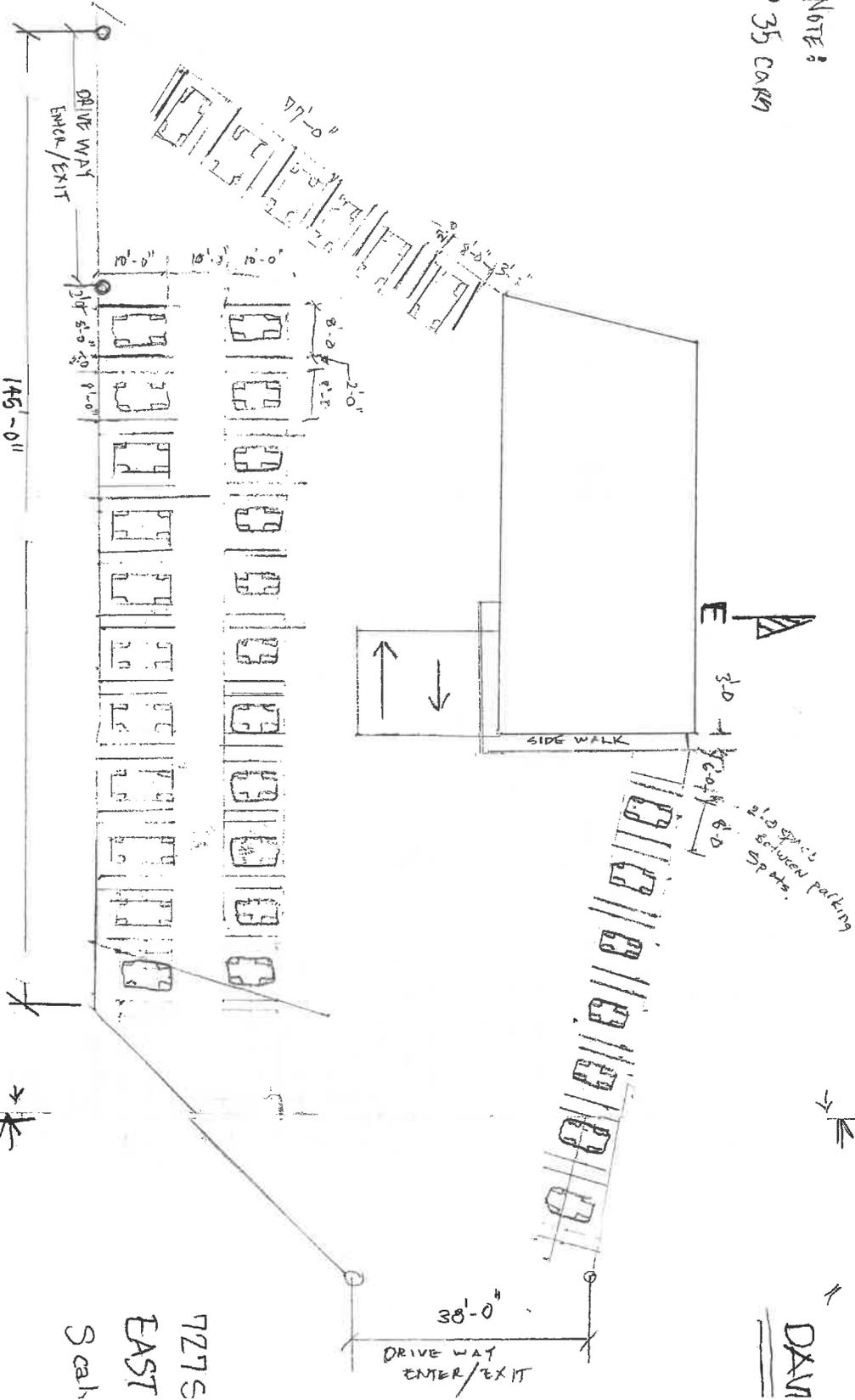
Case 20-SU-5
727 S. Main St.
David Horton of Dave's Garage

Exhibit "A"

Legal Description: P.I.N.s: 01--01-32-409-001 & 05-05-05-105-030



NOTE:
① 35 CARS



DAMI

7275
EAST
Scale

MEMORANDUM

TO: Mayor John Kahl and Members of the City Council

FROM: Jeff Becker, Director of Finance/Treasurer

SUBJECT: Annual Bond Abatement Resolution

DISCUSSION:

The City has sold a number of bond issues which are payable from various alternate sources of revenue such as water and sewer revenues and revenues generated within tax increment districts created by the City. As authorized by law and in order to obtain the lowest possible interest rate, the various bond issues are backed by a contingent levy of property taxes which are extended only if the alternate revenue sources are insufficient to pay debt service on the bonds. Accordingly, it is necessary for the City to abate the contingent real estate tax levies in place for 2019. The alternate revenue sources are, as anticipated, sufficient to pay all debt service on those bonds.

RECOMMENDATION:

Approve the Annual Bond Abatement Resolution.

RESOLUTION NO. 1920-103

**East Peoria, Illinois
January 21, 2020**

RESOLUTION BY COMMISSIONER _____

WHEREAS, on September 4, 2007 the City Council of the City of East Peoria passed Ordinance No. 3759 authorizing the sale of \$25,000,000.00 General Obligation Bonds, Series 2007; and

WHEREAS, on July 27, 2010 the City Council of the City of East Peoria passed Ordinance No. 3934 authorizing the sale of \$45,000,000.00 General Obligation Bonds, Series 2010-A and 2010-B; and

WHEREAS, on June 19, 2012 the City Council of the City of East Peoria passed Ordinance No. 4044 authorizing the sale of \$25,000,000.00 General Obligation Bonds (Alternate revenue Source), SERIES 2012A, 2012B, 2012C AND 2012D; and

WHEREAS, on November 20, 2012 the City Council of the City of East Peoria passed Ordinance No. 4081 authorizing the sale of \$2,595,000.00 General Obligation Refunding Bonds, (Waterworks and Sewerage System Alternate Revenue Source), Series 2012-E; and

WHEREAS, on November 20, 2012 the City Council of the City of East Peoria passed Ordinance No. 4082 authorizing the sale of \$2,385,000.00 General Obligation Refunding Bonds, Series 2012-F; and

WHEREAS, on November 20, 2012 the City Council of the City of East Peoria passed Ordinance No. 4084 authorizing the sale of \$770,000.00 General Obligation Refunding Bonds, Series 2013-A; and

WHEREAS, on November 20, 2012 the City Council of the City of East Peoria passed Ordinance No. 4085 authorizing the sale of \$6,215,000.00 General Obligation Refunding Bonds, Series 2013-B; and

WHEREAS, on April 15, 2014 the City Council of the City of East Peoria passed Ordinance No. 4162 authorizing the sale of \$19,000,000.00 General Obligation Refunding Bonds, (Alternate Revenue Source) Series 2014; and

WHEREAS, on April 19, 2016 the City Council of the City of East Peoria passed Ordinance No. 4273 authorizing the sale of \$6,925,000.00 General Obligation Refunding Bonds, (Alternate Revenue Source) Series 2016-A; and

WHEREAS, on April 19, 2016 the City Council of the City of East Peoria passed Ordinance No. 4273 authorizing the sale of \$2,745,000.00 General Obligation Refunding Bonds, (Alternate Revenue Source) Series 2016-B; and

WHEREAS, on August 16, 2016 the City Council of the City of East Peoria passed Ordinance No. 4289 authorizing the sale of \$4,800,000.00 General Obligation Refunding Bonds, (Alternate Revenue Source) Series 2016-C; and

WHEREAS, on October 15, 2019 the City Council of the City of East Peoria passed Ordinance No. 4458 authorizing the sale of \$18,225,000.00 General Obligation Refunding Bonds, (Alternate Revenue Source) Series 2019; and

WHEREAS, each of the aforementioned bond ordinances (hereinafter collectively referred to as the “Bond Ordinances”) imposed tax levies against all taxable real property in the City of East Peoria; and

WHEREAS, the tax levies for the year 2019 contained in or authorized pursuant to the Bond Ordinances were based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds in the amounts provided by the Bond Ordinances; and

WHEREAS, various alternative sources of funds including incremental property taxes, incremental sales taxes, non-home rule sales taxes, riverboat gaming taxes, proceeds from the sale of refunding bonds, and water and sewer revenues are available for the payment of a portion of the principal and interest on the bonds authorized by the Bond Ordinances; and

WHEREAS, the tax levies for the year 2019 provided for in the Bond Ordinances are, therefore, substantially greater than is necessary to meet the obligation to pay principal and interest created by the sale of the bonds authorized by the Bond Ordinances;

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

Section 1. The levy of taxes for the year 2019 in the amount of \$779,900.00 provided for in a certain bond order authorized by Section 15 of Ordinance No. 3759 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$25,000,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), Series 2007, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN HERETOFORE ISSUED AND NOW OUTSTANDING BONDS AND PAYING CERTAIN REDEVELOPMENT PROJECT COSTS, AUTHORIZING THE EXECUTION OF A BOND ORDER AND AN ESCROW AGREEMENT AND PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE SAME” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 15 of Ordinance No. 3759.

Section 2. The levy of taxes for the year 2019 in the amount of \$1,816,692.50 provided for in a certain bond order authorized by Section 14 of Ordinance No. 3934 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$45,000,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), IN ONE OR MORE SERIES, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF PAYING OR REIMBURSING CERTAIN REDEVELOPMENT PROJECT COSTS IN AND FOR THE CAMP STREET REDEVELOPMENT PROJECT AREA, AUTHORIZING THE EXECUTION OF ONE OR MORE BOND ORDERS IN CONNECTION THEREWITH, PLEDGING CERTAIN REVENUES OF SAID CITY AND PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE SAME” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 3934.

Section 3. The levy of taxes for the year 2019 in the amount of \$272,764.70 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4044 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$25,000,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), IN SEVERAL SERIES, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF PAYING OR REIMBURSING CERTAIN REDEVELOPMENT PROJECT COSTS IN AND FOR THE WEST WASHINGTON STREET REDEVELOPMENT PROJECT AREA AND CERTAIN BUSINESS DISTRICT PROJECT COSTS IN AND FOR THE TARGET AREA BUSINESS DISTRICT AND THE COSTCO AREA BUSINESS DISTRICT, AUTHORIZING THE EXECUTION OF BOND ORDERS IN CONNECTION THEREWITH, AND PLEDGING CERTAIN REVENUES OF SAID CITY AND PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4044.

Section 4. The levy of taxes for the year 2019 in the amount of \$272,764.70 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4044 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$25,000,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), IN SEVERAL SERIES, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF PAYING OR REIMBURSING CERTAIN REDEVELOPMENT PROJECT COSTS IN AND FOR THE WEST WASHINGTON STREET REDEVELOPMENT PROJECT AREA AND CERTAIN BUSINESS DISTRICT PROJECT COSTS IN AND FOR THE TARGET AREA BUSINESS DISTRICT AND THE COSTCO AREA BUSINESS DISTRICT, AUTHORIZING THE EXECUTION OF BOND ORDERS IN CONNECTION THEREWITH, AND PLEDGING CERTAIN REVENUES OF SAID CITY AND PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4044.

Section 5. The levy of taxes for the year 2019 in the amount of \$636,982.70 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4044 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$25,000,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), IN SEVERAL SERIES, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF PAYING OR REIMBURSING CERTAIN REDEVELOPMENT PROJECT COSTS IN AND FOR THE WEST WASHINGTON STREET REDEVELOPMENT PROJECT AREA AND CERTAIN BUSINESS DISTRICT PROJECT COSTS IN AND FOR THE TARGET AREA BUSINESS DISTRICT AND THE COSTCO AREA BUSINESS DISTRICT, AUTHORIZING THE EXECUTION OF BOND ORDERS IN CONNECTION THEREWITH, AND PLEDGING CERTAIN REVENUES OF SAID CITY AND PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4044.

Section 6. The levy of taxes for the year 2019 in the amount of \$252,542.96 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4044 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$25,000,000 GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), IN SEVERAL SERIES, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF PAYING OR REIMBURSING CERTAIN REDEVELOPMENT PROJECT COSTS IN AND FOR THE WEST WASHINGTON STREET REDEVELOPMENT PROJECT AREA AND CERTAIN BUSINESS DISTRICT PROJECT COSTS IN AND FOR THE TARGET AREA BUSINESS DISTRICT AND THE COSTCO AREA BUSINESS DISTRICT, AUTHORIZING THE EXECUTION OF BOND ORDERS IN CONNECTION THEREWITH, AND PLEDGING CERTAIN REVENUES OF SAID CITY AND PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4044.

Section 7. The levy of taxes for the year 2019 in the amount of \$173,000.00 provided for in a certain bond order authorized by Section 17 of Ordinance No. 4081 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,850,000 GENERAL OBLIGATION REFUNDING BONDS (WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN HERETOFORE ISSUED AND NOW OUTSTANDING SERIES 2002A BONDS AND SERIES 2002B BONDS OF SAID CITY, PRESCRIBING ALL THE DETAILS OF SAID BONDS, AUTHORIZING THE EXECUTION OF A BOND ORDER AND AN ESCROW AGREEMENT IN CONNECTION THEREWITH AND PROVIDING FOR THE IMPOSITIONS OF TAXES TO PAY THE SAME.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 17 of Ordinance No. 4081.

Section 8. The levy of taxes for the year 2019 in the amount of \$314,400.00 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4082 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,700,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN HERETOFORE ISSUED AND NOW OUTSTANDING SERIES 2002C BONDS OF SAID CITY, PRESCRIBING ALL THE DETAILS OF SAID BONDS, AUTHORIZING THE EXECUTION OF BOND ORDERS AND AN ESCROW AGREEMENT IN CONNECTION THEREWITH AND PROVIDING FOR THE IMPOSITIONS OF TAXES TO PAY THE SAME.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4082.

Section 9. The levy of taxes for the year 2019 in the amount of \$95,800.00 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4084 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$900,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN HERETOFORE ISSUED AND NOW OUTSTANDING SERIES 2004C BONDS OF SAID CITY, PRESCRIBING ALL THE DETAILS OF SAID BONDS, AUTHORIZING THE EXECUTION OF BOND ORDERS AND AN ESCROW AGREEMENT IN CONNECTION THEREWITH AND PROVIDING FOR THE IMPOSITIONS OF TAXES TO PAY THE SAME.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4084.

Section 10. The levy of taxes for the year 2019 in the amount of \$702,000.00 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4085 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$6,975,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN HERETOFORE ISSUED AND NOW OUTSTANDING SERIES 2008 BONDS OF SAID CITY, PRESCRIBING ALL THE DETAILS OF SAID BONDS, AUTHORIZING THE EXECUTION OF BOND ORDERS AND AN ESCROW AGREEMENT IN CONNECTION THEREWITH AND PROVIDING FOR THE IMPOSITIONS OF TAXES TO PAY THE SAME.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4085.

Section 11. The levy of taxes for the year 2019 in the amount of \$1,642,015.00 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4162 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$19,000,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE

REVENUE SOURCE), SERIES 2014, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING ALTERNATE REVENUE BONDS OF SAID CITY, AUTHORIZING THE EXECUTION OF A BOND ORDER IN CONNECTION THEREWITH, PLEDGING CERTAIN REVENUES OF SAID CITY AND PROVIDING FOR THE IMPOSITIONS OF TAXES TO PAY THE SAME.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4162.

Section 12. The levy of taxes for the year 2019 in the amount of \$242,265.00 provided for in a certain bond order authorized by Section 15 of Ordinance No. 4273 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS (TARGET AREA BUSINESS DISTRICT TAX ALTERNATE REVENUE SOURCE), SERIES 2016A, AND TAXABLE GENERAL OBLIGATION BONDS (COSTCO AREA BUSINESS DISTRICT TAX ALTERNATE REVENUE SOURCE), SERIES 2016B, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$9,670,000, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OF THE TAXABLE GENERAL OBLIGATION BONDS (TARGET AREA BUSINESS DISTRICT TAX ALTERNATE REVENUE SOURCE), SERIES 2012C, AND TAXABLE GENERAL OBLIGATION BONDS (COSTCO AREA BUSINESS DISTRICT TAX ALTERNATE REVENUE SOURCE), SERIES 2012D, OF SAID CITY, AMENDING THE TERMS AND PROVISIONS OF CERTAIN OF SAID SERIES 2012C AND SERIES 2012D BONDS, AND PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 15 of Ordinance No. 4273.

Section 13. The levy of taxes for the year 2019 in the amount of \$95,985.00 provided for in a certain bond order authorized by Section 15 of Ordinance No. 4273 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION BONDS (TARGET AREA BUSINESS DISTRICT TAX ALTERNATE REVENUE SOURCE), SERIES 2016A, AND TAXABLE GENERAL OBLIGATION BONDS (COSTCO AREA BUSINESS DISTRICT TAX ALTERNATE REVENUE SOURCE), SERIES 2016B, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$9,670,000, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OF THE TAXABLE GENERAL OBLIGATION BONDS (TARGET AREA BUSINESS DISTRICT TAX ALTERNATE REVENUE SOURCE), SERIES 2012C, AND TAXABLE GENERAL OBLIGATION BONDS (COSTCO AREA BUSINESS DISTRICT TAX ALTERNATE REVENUE SOURCE), SERIES 2012D, OF SAID CITY, AMENDING THE TERMS AND PROVISIONS OF CERTAIN OF SAID SERIES 2012C AND SERIES 2012D BONDS, AND PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 15 of Ordinance No. 4273.

Section 14. The levy of taxes for the year 2019 in the amount of \$1,646,225.00 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4289 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$4,800,000

TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2016C, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING ALTERNATE REVENUE BONDS OF SAID CITY, AUTHORIZING THE EXECUTION OF A BOND ORDER IN CONNECTION THEREWITH, PLEDGING CERTAIN REVENUES OF SAID CITY, PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE SAME, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4289.

Section 15. The levy of taxes for the year 2019 in the amount of \$594,965.00 provided for in a certain bond order authorized by Section 14 of Ordinance No. 4458 entitled “AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$18,225,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2019, OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING ALTERNATE REVENUE BONDS OF SAID CITY, AUTHORIZING THE EXECUTION OF A BOND ORDER IN CONNECTION THEREWITH, PLEDGING CERTAIN REVENUES OF SAID CITY, PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE SAME, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF.” is hereby totally abated and eliminated, it being the intent of the City Council that no tax levied or extended for the year 2019 as provided in the bond order authorized by said Section 14 of Ordinance No. 4458.

Section 16. The remaining levies of taxes as set forth in or authorized pursuant to the Bond Ordinances for the years subsequent to 2019 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 17. In the event that a court of competent jurisdiction determines that the tax levies for the years subsequent to 2019 provided for in the Bond Ordinances are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatsoever.

Section 18. Upon the effective date of this resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerk of Tazewell County, Illinois, who is hereby directed to abate the levies for the year 2019 contained in the Bond Ordinances or Bond Orders therein authorized but only to the extent specifically provided herein.

Section 19. This Resolution is in addition to all other resolutions on the subject and shall be construed therewith excepting as to that part in direct conflict with any other resolution and in the event of such conflict, the provisions hereof shall govern.

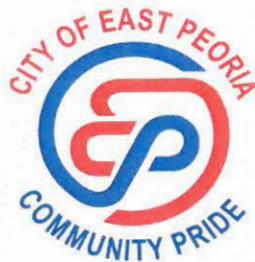
Section 20. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

APPROVED:

Mayor

ATTEST:

City Clerk



2232 E. WASHINGTON ST. East Peoria, Illinois 61611 . Phone (309) 698-4716 FAX (309) 698-4730

Commissioners
Dan Decker Michael Sutherland

TO: The Honorable Mayor and the City Council

THRU: Dan Decker, Commissioner of Streets

FROM: Ric Semonski, Supervisor of Streets

DATE: January 7, 2020

SUBJECT: RECOMMENDATION TO APPROVE AN AGREEMENT BETWEEN THE CITY AND MIDWEST ENGINEERING TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE RECONSTRUCTION OF A PORTION OF ALTROFER LANE FROM VENTURE DR TO EASTLIGHT DRIVE LOCATED IN THE CITY OF EAST PEORIA.

DISCUSSION:

The City of East Peoria desires to reconstruct a portion of Altorfer Lane from Venture Drive to Eastlight Drive. This improvement will better facilitate the free flow of traffic for two existing hotels along with a proposed new hotel to be constructed on the existing undeveloped site remaining in the Main-on Main development area.

The proposed engineering agreement services are outlined in the attached proposal letter from Midwest Engineering Associates, Inc. The work will be performed on a time and material basis. The cost for these services is estimated to be \$39,180.00 or 7% of the estimated \$562,125.00 construction cost for the remaining work needed. Please note that the Illinois Department of Transportation typically allows for 10% of the construction cost for this type of engineering service. Midwest is providing this service for 7% or approximately \$17,000.00 less than what is standard.

RECOMMENDATION:

Approve engineering estimate submitted by Midwest Engineering, Inc. in the amount of \$39,180.00.

RESOLUTION NO. 1920-100

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING CONSTRUCTION ENGINEERING SERVICES
CONTRACT WITH MIDWEST ENGINEERING ASSOCIATES
FOR ALTORFER LANE IMPROVEMENTS**

WHEREAS, City Officials have identified needed improvement to Altorfer Lane to allow for the continued development of the Main-on-Main development project; and

WHEREAS, in order to support the current usage of Altorfer Lane for the two hotels located on Eastlight Court, along with the proposed development of a new hotel project on the undeveloped hotel site remaining in the Main-on-Main development project area, City Officials have determined that Altorfer Lane needs to be improved by repairing and improving deteriorated areas of the roadway and by improving storm water drainage (the "Altorfer Lane Project"); and

WHEREAS, City Officials have determined that construction engineering services are needed to properly oversee the construction of the storm water and roadway improvements for the Altorfer Lane Project; and

WHEREAS, the City has negotiated an agreement with Midwest Engineering Associates ("MWEA") for providing the construction engineering services for the Altorfer Lane Project for a fee of \$39,180.00 under the terms and conditions set forth in the contract attached hereto as "Exhibit A" (the "Contract"), as such Contract is modified herein; and

WHEREAS, the City hereby finds that this Contract with MWEA for undertaking these construction engineering services that are necessary for the Altorfer Lane Project in the Main-on-Main development project area is in the best interests of the City;

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

Section 1. The above recitations are found to be true and correct.

Section 2. The Contract with MWEA is hereby approved subject to the deletion of Paragraph 2 of the General Conditions pertaining to risk allocation as attached to the Contract document, and the Mayor or his designee is hereby authorized and directed to execute this Contract with MWEA (Exhibit A) on behalf of the City for engineering services for the Altorfer Lane Project after this deletion in the General Conditions document, together with such changes therein as the Mayor in his discretion deems appropriate, at total cost not to exceed \$39,180.00 for the Contract; provided, however, that the City shall have no obligation under the Contract with MWEA until such time as an executed original of such documentation has been delivered to MWEA.

APPROVED:

Mayor

ATTEST:

City Clerk



Midwest Engineering

Associates, Inc.

December 30th, 2019

Mr. Ric Semonski
Supervisor of Streets
City of East Peoria
2232 East Washington Street
East Peoria, IL 61611

RE: Proposed Letter Agreement – Provide Construction Engineering Services for the Altorfer Lane Reconstruction Venture to Eastlight project located in East Peoria, Illinois

Dear Mr. Semonski:

Midwest Engineering Associates, Inc. (MWEA) is pleased to have the opportunity to continue to assist the City of East Peoria with the Altorfer Lane Reconstruction Venture to Eastlight project.

BACKGROUND

In anticipation that the bidding documents for the Altorfer Lane Reconstruction from Venture to Eastlight project will be advertised for bid in late February/early March of 2020, the following scope of work identifies the Construction Engineering Services MWEA will provide on behalf of the City of East Peoria to verify the project is constructed in accordance with the City of East Peoria's and Illinois Department of Transportation's policies, procedures, and guidelines.

SCOPE OF WORK

❖ Construction Engineering

Provide construction engineering services in accordance with the City of East Peoria's and Illinois Department of Transportation's policies, procedures, guidelines, memorandums, etc. The Construction Engineering Services will include but may not be limited, to the following:

- ✓ Construction inspection
- ✓ Documentation in accordance with the Illinois Department of Transportation's (IDOT's) policies, procedures, and guidelines.
- ✓ Completion of Inspector's Daily Report, as applicable, in accordance with IDOT's policies, procedures, and guidelines.
- ✓ Completion of field book(s), as applicable in accordance with IDOT's policies, procedures, and guidelines.
- ✓ Verification and measurement of the quantities of the items constructed.
- ✓ Materials Testing – quality control. The Contractor will be responsible for quality assurance.
- ✓ Reviewing and processing contractor pay requests.
- ✓ Review, coordinate, and process change orders.
- ✓ Conducting the preconstruction conference.
- ✓ Hosting intermediate construction progress meetings.



- ✓ On-site inspection of construction work.
- ✓ Prepare preliminary and final punch lists.

ADDITIONAL SERVICES

Additional services that are not included in the proposed Scope of Work may include (but are not limited to) changes in project conditions and /or changes in the anticipated length of time to construct the proposed improvements.

Any additional services can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by MWEA and the City at a later time.

FEES

Midwest Engineering Associates, Inc. proposes to perform the above Scope of Services on a time and materials basis using a 2.8 direct labor multiplier. The estimated total fee is approximately **\$39,180.00**. Refer to attached Exhibit A for a detailed breakdown of the proposed manhours.

PLEASE NOTE THE FOLLOWING: The opinion of probable construction cost for the remaining work is \$562,125. MWEA's estimated construction engineering services fee of \$39,180 is 7.0% of the opinion of probable construction cost. The Illinois Department of Transportation and the standard within the Industry typically allows 10% (Our proposed fee is a reduction of +/- \$17,000).

SCHEDULE

While MWEA can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed, work will not begin until after the project has been awarded.

TERMS AND CONDITIONS

Attached to this proposal are our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of the City of East Peoria execute a complete copy and return it to our office.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to MWEA upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

Ric, we are very appreciative of yours and the City's continued support. I sincerely appreciate the opportunity to provide the City with Midwest Engineering Associates construction



engineering services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert D. Culp".

Robert D. Culp, P.E.
Senior Project Manager

A handwritten signature in blue ink, appearing to read "David L. Horton".

David L. Horton, P.E.
Senior Project Manager

RDC

Attachments:

Exhibit A
General Conditions of Service

Responsible for Payment and Accepted by:

Signature: _____

Name (please print): _____

Title (please print): _____

Firm: _____

Date: _____



EXHIBIT A

PROJECT: ALTORFER LANE RECONSTRUCTION VENTURE TO EASTLIGHT

PHASE III COST ESTIMATE OF CONSULTANT SERVICES

12/30/2019



MAN-HOURS BY CLASSIFICATION - CONSTRUCTION ENGINEERING:

DESCRIPTION	PROJECT MANAGER	RESIDENT ENGINEER	TOTAL
1 CONSTRUCTION ENGINEERING		294	294
2 PROJECT MANAGEMENT	32		
SUBTOTAL - HOURS:	32	294	294
HOURLY LABOR RATE:	\$60.58	\$38.02	
HOURLY LABOR RATE WITH 2.8 MULTIPLIER:	\$169.62	\$106.46	

SUBTOTAL = \$5,427.97 \$31,298.06 \$36,726.03

DIRECT COSTS - VEHICLES

Item	Total
VEHICLE #6 - RESIDENT ENGINEER	\$2,450.00
SUBTOTAL =	\$2,450.00

TOTAL CONSTRUCTION ENGINEERING COSTS = \$39,180.00



EXHIBIT A (CONTINUED)

PROJECT: ALTORFER LANE RECONSTRUCTION VENTURE TO EASTLIGHT
 PHASE III ESTIMATED CONSTRUCTION ENGINEERING MONTHLY MANHOURS



12/30/2019

RESIDENT / LIAISON ENGINEER (MAY 4, 2020 TO JULY 10, 2020)							
Month	Total Weekdays	Average Weekday Hours	Total Weekday Hours	Total Weekend Days (Saturdays)	Average Weekend Hours	Total Weekend Hours	Comments
May-20	20	6	120	0	8	0	Construction Begins 05/04/20; Excludes 1 Holiday
Jun-20	22	6	132	0	8	0	
Jul-20	7	6	42	0	8	0	Excludes 1 Holiday; Project Closeout 07/10/20
Total	49		294	0		0	

TOTAL RESIDENT ENGINEER HOURS: 294



EXHIBIT A (CONTINUED)

PROJECT: ALTORFER LANE RECONSTRUCTION VENTURE TO EASTLIGHT

PHASE III ESTIMATED CONSTRUCTION ENGINEERING DIRECT COSTS

12/30/2019



Vehicle Company Owned			
Vehicle Number	Days	Estimated Average Daily Cost	Estimated Total Cost
6 - Resident Engineer	49	\$ 50.00	\$ 2,450.00
Total	49		\$ 2,450.00



Midwest Engineering Associates, Inc.
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

1. WARRANTY

- a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.'s undertaking herein or its performance of services hereunder.

2. RISK ALLOCATION

- ~~a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of Midwest Engineering Associates, Inc.'s services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of \$50,000, whichever is greater.~~

3. REUSE OF DOCUMENTS

- a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or any other project. Any reuse without specific written verification or adaptation by Midwest Engineering Associates, Inc. will be at Client's sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by Client and Midwest Engineering Associates, Inc.

4. CONFIDENTIALITY

- a. Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

5. PAYMENT

- a. Payment for services rendered shall be made monthly in accordance with invoices rendered by Midwest Engineering Associates, Inc. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by Midwest Engineering Associates, Inc. If payment is to be on a Standard Hourly basis, or a Multiplier or direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client requires work beyond the standard 40 hour work week overtime rates shall apply. Overtime shall be time and a half of applicable labor rate or direct multiplier. If Client does not accept new Standard Hourly Rate schedules adopted by Midwest Engineering Associates, Inc. on an annual basis, Midwest Engineering Associates, Inc. may terminate the Agreement and/or cease performing services under the Agreement until paid in full.
- b. Any and all changes or deviations in the scope of work defined ordered by Client must be in writing, the contract sum being increased or decreased accordingly by Midwest Engineering Associates, Inc. Any claims for increases in the cost of the work must be presented by Midwest Engineering Associates, Inc. to the Client in writing, and written approval of the Client shall be obtained by Midwest Engineering Associates, Inc. before proceeding with the ordered change or revision.



- c. Invoices, or part thereof, which are not paid within 30 days after the date of their issue shall be assessed a service charge at the rate of 1 ½% per month. Client will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Midwest Engineering Associates, Inc. in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by Midwest Engineering Associates, Inc.
6. **SUBCONTRACTING**
- a. Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.
7. **TERMINATION**
- a. At any time, either Midwest Engineering Associates, Inc. or the Client may terminate, with or without cause, by giving seven days advance written notice to the other party. If Midwest Engineering Associates, Inc. terminates its consulting relationship with the Client, the Client shall have the option, in its complete discretion, to terminate Midwest Engineering Associates, Inc. immediately without the running of any notice period. In the event of termination, Midwest Engineering Associates, Inc. shall be compensated by Client for all services rendered to the date of termination plus reasonable termination costs to organize Midwest Engineering Associates, Inc.'s files and any reasonable expenses incurred by Midwest Engineering Associates, Inc. to coordinate efforts with another party.
8. **USE OF WORK PRODUCT**
- a. Except as specifically set forth in writing and signed by both Midwest Engineering Associates, Inc. and Client, Midwest Engineering Associates, Inc. shall have all copyright and patent rights with respect to all materials developed under this contract, and Midwest Engineering Associates, Inc. is hereby granted a non-exclusive license to use and employ such materials within Midwest Engineering Associates, Inc. business.
9. **CONSTRUCTION RESPONSIBILITY**
- a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.
10. **OPINIONS OF COST**
- a. Since Midwest Engineering Associates, Inc. has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.
11. **ATTORNEY'S FEES**
- a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Peoria County, Illinois.
12. **COMPLIANCE WITH CODES AND STANDARDS**
- a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.

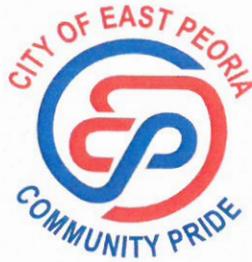


13. STANDARD OF CARE

- a. Services performed by MIDWEST under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

14. HAZARDOUS MATERIALS

- a. Any hazardous or toxic substances encountered by associated with services provided by Midwest Engineering Associates, Inc. for the Project shall at no time be or become the property of Midwest Engineering Associates, Inc. Arrangements for handling the hazardous or toxic substances, which are made by Midwest Engineering Associates, Inc., shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from and against any and all liability which arises out of the hazardous or toxic substance handling.



2232 E. WASHINGTON ST. East Peoria, Illinois 61611 . Phone (309) 698-4716 FAX (309) 698-4730

Commissioners
Dan Decker Michael Sutherland

TO: The Honorable Mayor and the City Council
THRU: Michael Sutherland, Commissioner of Public Property
FROM: Ric Semonski, Supervisor of Streets
DATE: January 7, 2020
SUBJECT: Waste Water Treatment Plant Change Order #2

DISCUSSION:

This change order #2 involves changes to 14 items from the original project parameters. These items are itemized and explained in the supporting documents.

These changes are approved by Farnsworth, Inc. (Engineers) and Brad Boulton (BCL Consulting)

RECOMMENDATION:

Approve Change Order #2 as described herein and attached in connection with the Waste Water Treatment Improvements Phase A, B and C in the amount of \$143, 976.00

RESOLUTION NO. 1920-101

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION ACCEPTING SECOND CHANGE ORDER
FOR CITY'S SANITARY SEWER SYSTEM UPGRADE PROJECT
(PHASE A – C CONSTRUCTION PROJECT)**

WHEREAS, the City of East Peoria currently operates a combined waterworks and sewerage system, which includes a sanitary sewer system, in accordance with the provisions of Division 139 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-139-1 *et seq.*); and

WHEREAS, the City has previously awarded a contract to Williams Brothers Construction Inc. (the "Contractor") for the construction of Phases A – C of the Sanitary Sewer System Upgrade Project; and

WHEREAS, a second change order has been requested for the Project regarding numerous revisions to and for the Project (the "Change Order") in the amount of \$143,976.00, as described in "Exhibit A", attached hereto and incorporated herein by reference; and

WHEREAS, the Change Order has been reviewed and approved by the City's Project Engineer (Farnsworth), the City's Project consultant, and City Officials as being necessary improvements for the Project; and

WHEREAS, it is in the City's best interests to approve the Change Order for the betterment of the Sanitary Sewer System Upgrade Project;

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

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

Section 2. The Change Order for the Sanitary Sewer System Upgrade Project as set forth in Exhibit A in the amount of \$143,976.00 is hereby approved.

Section 3. The Mayor, or his designee, is hereby authorized to submit the proposed Change Order to the IEPA for approval and to execute any documentation necessary for the IEPA submission and review process.

Section 4. After receiving IEPA approval for the Change Order, the Mayor or his designee is authorized to execute any additional documentation required for effectuating the Change Order; provided, however, that the City shall have no obligation to the Contractor under this Resolution until such time as an executed Change Order has been delivered to the Contractor and IEPA approval has been obtained.

APPROVED:

Mayor

ATTEST:

City Clerk

RFPs and Change Order Summary for City of East Peoria WWTP Improvements Phase A, B and C

12/26/2019

RFP Number	Date	Description	Proposal Received	Proposal Amount	Negotiated Amount	Change Order Number
1	7/11/2019	461300 Blowers Contingency allowance reduction	08/26/19	(\$100,000.00)		1
		262923.2.1.B.1 Toshiba Drives and UL certification in Motor Control Centers		\$152,894.00	\$52,894.00	
		Total Change Order No.1				\$52,894.00
2R1		Supplemental Structural bracing below grade at the Rt. 8 PS	10/23/19	\$21,196.43	\$21,196.43	
		Demolition of existing 30 in. Buried Pipe and MH at the P3 Storm Basin upper shelf				
		Provision of 30 in Storm Basin Inlet Pipe				
		Field excavation of existng 16 in. FM for 30 in. bore casing alignment clearance determination		\$31,543.57	\$31,543.57	
		Temporary re-route P3 Effluent PS power in conflict with Chlorine Buiding		\$9,573.00	\$4,966.00	2
		Subtotal RFP 2R1		\$62,313.00	\$57,706.00	
3R3		Plant #3 Chlorination Basin drain Valves, Piping Revision and Sump Pump Assembly	12/9/2019	\$18,244.00	\$18,244.00	2
		Revision to Electric Power Supply requirement for makeup Air Units Bldg 12, 40, 47		\$7,457.00		
		Rte 8 delete Fiber conduit		(\$2,941.00)	\$4,516.00	
		Vactor Pad revisions for Storage, Containment and Equipment Access		\$10,070.00	\$10,070.00	
		Rte 8. Manholes over existing sewer for interconnect		\$74,953.00	\$6,790.00	
		Equipment Conveyor and support revision		(\$9,100.00)	(\$9,100.00)	
		Subtotal RFP3R3		\$98,683.00	\$30,520.00	
4		Storm Basin No. 1 Revisions	11/1/2019	\$64,756.00	\$56,474.00	2
5		Delete Stair Nosings Bldg 12,13,42,47,50	12/9/2019	(\$4,021.00)		2
		Add Interior Door Bldg 47 room 101		\$3,297.00	(\$724.00)	
		Total Change Order No. 2		\$225,028.00	\$143,976.00	\$143,976.00
6R1		Credit for Mag Meters and Submersible Level Transducers (in Phase D Contract)				3
		Delete One 6 in. Service Hydrant and Tee				
		Provide 3 ea, Flygt Mini Cass in Blower MCC for Future Effluent Pumps				
7	(pending)	Fiber Optic Equipment Scope Reductions				3

% of Construction

Original Contract	Lump Sum Base Bid	\$34,457,865.80
	Phase B Unit Price Base Bid Rte 8 Force Main	\$2,122,134.20
	Total	\$36,580,000.00

CO #1	\$52,894.00	0.14%
CO #2	\$143,976.00	0.39%

CO #3

0.00%

Total Change orders

\$196,870.00

0.54%

Current Contract

\$36,776,870.00

Loan Contingency

\$1,097,400.00

3.00%

Remaining Loan Contingency

\$900,530.00

2.46%

Date: / /2019

Owner: City of East Peoria
 Contractor: Williams Brothers Construction, Inc.
 Engineer: Farnsworth Group, Inc.
 Project: City of East Peoria, Wastewater Treatment Improvements Phase A, B and C

The Contract is modified as follows upon execution of this Change Order:

Description: See Attachment #1 – List of Change Order Items and Justifications

Attachments: See Attached RFP #002, #003R3, #004,# 005

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>36,580,000.00</u>	Original Contract Times: Calendar Days Substantial Completion: <u>540</u> Ready for Final Payment: <u>660</u> days or dates
[Increase] [] from previously approved Change Orders No. <u>1</u> to No. <u> </u> : \$ <u>52,894.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u> </u> 0 days
Contract Price prior to this Change Order: \$ <u>36,632,894.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>540</u> Ready for Final Payment: <u>660</u> days
[Increase] [] of this Change Order: \$ <u>143,976.00</u>	[Increase] [] of this Change Order: Substantial Completion: <u>5 days</u> Ready for Final Payment: <u> </u> 5 days
Contract Price incorporating this Change Order: \$ <u>36,776,870.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>545 1/20/2021</u> Ready for Final Payment: <u>665 5/20/2021</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer	By: _____ Owner (Authorized	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

ATTACHMENT #1

Change Order Items and Justification

RFP #2R1:

- a. Provision of supplemental structural bracing beams at the Rte. 8 Pump Station. Original structural steel reinforcement drawings for the existing below grade 1968 structure could not be located in the City records. Sections of existing flooring are being removed with necessary piping and other revisions to the structure. The bracing beams are amending the buried walls in one location for the unknown existing structural condition.
- b. A section of existing 30-inch Ductile Iron Pipe and an existing manhole conflict with field necessary over-excavation for the construction of the Plant #3 storm holding basin bentonite seal liner. Both were intended to be abandoned in place for cost savings but came into conflict when exposed at their existing installed grade during 2 ft. over-excavation for the intended basin bentonite liner/seal. The bentonite must be mixed into the soil. The pipes at existing grade conflicted with the lining operation. Very poor and continuously wet soils were encountered specifically in the area of and alignment of the existing pipes originally intended to be abandoned in place. Due to encountered field conditions, requiring additional over-excavation for the soils liner, they must be removed to avoid compromise the impermeable liner for the basin in that specific existing wet poor soils location.
- c. The existing 30 in sanitary pipe to the existing lagoon indicated on the drawings and intended for re-use could not be located in the field during the Storm Holding Basin expansion construction excavation. The pipe is necessary as the primary permanent inlet to the Storm Surge Holding Basin.
- d. Temporary relocation of existing buried power cable to the Plant 3 Effluent Pump station. The existing buried cables conflict directly with the concrete substructure of the Plant #3. Chlorination Building and Non-Potable Water Pump Station. Location of the buried utility was not known or in City record documentation.
- e. Potholing, vactoring and partial excavation of the existing aged 16 in. effluent forcemain at the terminal ends of the Cass St. bore indicated unknown alignment differing from available Owner record data. To determine if sufficient clearance exists between the existing pipe and the existing Cass St. Bridge abutments at the slough bridge, and other existing utilities including high pressure gas, excavation/exploration of the deep existing pipe at the SW bridge abutment was necessary (only possible location clear of existing utility services to allow installation of the bore and jack casing). This excavation required heavy equipment for location potholing and to avoiding re-alignment of the forcemain bore at significant additive cost and potential easement delay challenges.

RFP 003R3

- a. Per the operations staff, maintenance drain-down of the Chlorination Storm drain chlorination cell will occur contingent after storm flow occurrences. Maintenance cleaning or other drain down of the two WW chlorination cells will also be required. Deck level actuated drain valves and a drain down sump pump routed to the adjoining storm holding cell is requested/needed by the operations staff for safe maintenance practices and to reduce maintenance efforts and regular pump equipment hauling and set up by the single site/staff operator.

- b. The make up air units specified have higher amperage load requirements based on the received and approved shop drawings. The electric power supply wire to these units must be matched to the increased equipment load requirements.
- c. The existing Vactor pad constructed requires additional capture and volumetric holding and Owner requested access revision to match the City Internal and Commercial septic waste hauler loading requirements. A short added holding curb is needed with equipment access for cleaning of collected septage debris or for load out for dewatered Sludge storage needs/operations and to allow the ability to use the slab for Vactor septage collection or alternatively Dewatered Solids Storage in support of operations needs.
- d. Per the Owner and field investigation the existing deep and older Rte. 8 interconnect sewer, scheduled to be repurposed and structurally lined, is in fact routed to the existing 18 inch Fondulac sanitary trunk sewer on the South side of Rte. 8 with a tee connection, differing and not identified on record documents. The tee connection is unacceptable to allow lining of the existing 18 in. re-purposed sewer and violates gravity sewer design standards or typical municipal design code. One new Manhole constructed over the existing 18 in. trunk sewer with a pipe interconnect are required to; (1) allow structural lining of the existing re-purposed 18 in. sewer below Rte. 8; (2) amend the existing improper tee connection; and (3) allow maintenance and service access to both pipes and interconnects. At specific request of the Owner/Operator, revisions to the downstream existing Fondulac trunk sewer control structure are deleted and the existing structure internals shall remain as is.
- e. Specified buried Fiber conduits not needed. The local Fiber service provider will rout to the Pump Station Building.
- f. Shop drawing review evidenced viability for a single conveyor rather than two piggy backed series conveyors at this location reducing equipment cost and a conveyor support footing.

RFP #004:

- 1. During exploratory excavation of the perimeter wall at the Plant #1 Storm Basin #1 a large concrete block footing was discovered. The footing evidences a trench excavated and poured block and is of varying depth and width. The presence of this footing was not indicated on the Owner record drawings, nor was such encountered at the existing Storm Basin #2 during construction of the new perimeter basin wall at Basin #2. At the 10-29-2019 on site meeting it was by consensus (Owner, Engineer, Contractor) concluded the least cost adjustment to address this differing buried site condition is to reposition the proposed basin walls 2 ft. past the exterior perimeter of the existing wall. The benefit of the change does provide the Owner a larger basin, increasing storm storage which is a significant operational benefit. This RFP addresses additional concrete materials and partial (above grade only) demolition of the existing wall to accommodate this revision.

RFP #005:

- 1. Concurrent with site discussion with the operator it was determined the Aluminum stair nosing tread inserts will be deleted on cast in place concrete stairs due to constructability concerns for a cost savings.
- 2. A secondary interior egress door to the future chemical containment area/room is needed for operations.

EAST PEORIA FIRE DEPARTMENT

201 W. Washington Street
East Peoria, IL 61611
Phone: (309) 427-7675



MEMO

John Knapp
Fire Chief

TO: Mayor Kahl & Commissioners Dan Decker, Mike Sutherland, Seth Mingus & Mark Hill

FROM: John Knapp, Fire Chief *JK*

DATE: January 13, 2020

RE: SiteMed Fire

DISCUSSION:

Staff is recommending the approval of a contract with SiteMed Fire to conduct required OSHA mandated respirator evaluations and provide a wellness exam that meets NFPA 1582 standards for our firefighters. This comprehensive approach combines proven life safety screenings and one-on-one personalized medical counseling with a medical group that understands the medical risks faced by our firefighters. Staff is requesting approval for an initial period of two (2) years and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to the scheduled testing. In year one, all sworn firefighters will have an annual evaluation which will include a medical component, fitness component and a firefighter cumulative stress assessment in the amount of \$395 per firefighter. Staff anticipates all firefighters will have a similar physical in year two with the ability to add additional evaluations.

SiteMed Fire is a physician-owned health care company specializing in NFPA 1582 firefighter medical exams. The medical providers at SiteMed Fire have over 50 years combined experience with NFPA 1582 and OSHA standards. The focus of SiteMed Fire is on preventing disease and improving the firefighter's health and safety. In the event medical issues are discovered, SiteMed Fire will coordinate with the firefighter and their personal physician to make sure our firefighter is safe to work. In addition, SiteMed Fire provides year around access to doctors familiar with Fire service and standards for medical consultations.

SiteMed Fire will do on-site evaluations. This will minimize time employees are taken out of service for evaluations. SiteMed Fire will develop a relationship with local providers for an oversight program for new hires or missed appointments that happen outside of scheduled on-site visits.

SiteMed Fire will provide confidential results and interpretations to the firefighter. A physician will evaluate all charts and issue clearance letters. SiteMed Fire will provide a department summary report which will include relevant averages, ranges and annual comparison statistics.

RECOMMENDATION:

The contract with SiteMed Fire be approved, as a professional services agreement, and the Mayor be authorized to execute a finalized contract with SiteMed Fire for an amount to not exceed \$25,000 for each year.

Attachment

RESOLUTION NO. 1920-102

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, the City of East Peoria is required to provide annual OSHA mandated respirator and wellness exams that meet NFPA 1582 standards for our firefighters (the “Firefighter Physicals”); and

WHEREAS, based upon the recommendation of the Fire Department Command Staff, the City seeks to enter into a two-year agreement with SiteMed PLLC (“SiteMed”), a physician-owned health care company specializing in NFPA 1582 firefighter medical exams, for providing the required Firefighter Physicals for the City’s Fire Department under the terms and conditions as set forth in the Detailed Executive Summary and Agreement documents, attached hereto as Exhibit A and incorporated by reference (the “SiteMed Contract”), as the SiteMed Contract is modified herein; and

WHEREAS, SiteMed has over 50 years combined experience, and their focus is on preventing disease and improving the firefighter’s health and safety; and

WHEREAS, SiteMed comes on-site at the various Fire Department locations in the City and perform the exams which will greatly help in minimizing time away from work for all Firefighters in the City’s Fire Department; and

WHEREAS, upon entering into the SiteMed Contract for the Firefighter Physicals, the parties must also enter into a Business Associate Agreement, attached hereto as Exhibit B and incorporated by reference (the “BA Agreement”), in order to ensure HIPAA compliance regarding individual medical information obtained by SiteMed when conducting the Firefighter Physicals; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to enter into the SiteMed Contract for the Firefighter Physicals;

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

Section 1. The above recitations are found to be true and correct.

Section 2. The two-year SiteMed Contract is hereby approved for the annual Firefighter Physicals subject to the deletion of the auto-rollover provision in the Agreement document pertaining to the contract term, and the Mayor or his designee is hereby authorized and directed to execute the SiteMed Contract after this deletion of

the auto-rollover provision in the Agreement document (Exhibit A) and the BA Agreement (Exhibit B) on behalf of the City for the Firefighter Physicals, together with such changes therein to these documents as the Mayor in his discretion deems appropriate, at total cost not to exceed \$25,000 per year; provided, however, that the City shall have no obligation under the SiteMed Contract until such time as an executed original of the SiteMed Contract and BA Agreement have been delivered to SiteMed.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

Contract with SiteMed for Firefighter Physicals



Fire Chief John Knapp
East Peoria Fire Department
201 W Washington St.
East Peoria, IL 61611

July 9, 2019

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 25,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHC procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 25,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. Let us put our experience to work for you.

Our examination meets and can exceed the NFPA 1582 standard.

Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

ON-SITE FIREFIGHTER PHYSICALS

1634 White Circle - Suite 101
Marietta, GA 30066
SiteMedFire.com

112 Donmoor Court
Garner, NC 27529
Phone/Fax 888-837-4819



We come on-site to you.

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

We focus on prevention.

The purpose of a good wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 14 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.

As a physician owned company, we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighters they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

Year-round access.

What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

New Hire and Make up Exams.

Although SiteMed is based on the east coast, we have developed a national network of local providers close to your fire department where you can send your firefighters for testing. Your firefighter will complete the components of the medical exam at the local provider location and our SiteMed Fire Department Physicians will review and provide an NFPA 1582 medical clearance. Your firefighter will still have the opportunity to discuss their medical results with our SiteMed Physicians. This Oversight Program is used for physicals like new hires and missed appointments that need to happen outside of your scheduled on-site days.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

ON-SITE FIREFIGHTER PHYSICALS



Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582

A. Medical Component per NFPA 1582 Chapters 6 & 7

- Comprehensive Medical History – All necessary forms will be provided
 - Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
 - Vitals – Height, Weight and Blood Pressure
 - Body Composition – Bio Impedance Analysis (BIA)
 - Vision – Snellen (distance) screening
 - Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
 - Hearing Test –audiogram using our Benson audiometers
 - Pulmonary Function Testing (PFT)
 - EKG – 12-lead resting electrocardiogram
-

B. Fitness Component per NFPA 1582 Chapter 8

- WFI Submaximal Graded Treadmill Evaluation - to evaluate aerobic capacity (*per NFPA 1582 C.2.1.3*)
 - Hand grip strength evaluation (NFPA 1582 C.2.1.5)
 - Vertical Jump Assessment (NFPA 1582 C.2.1.8) or C.2.1.6 Leg Strength Evaluation
 - Arm Strength Evaluation (NFPA 1582 C.2.1.7)
 - Push-up muscle endurance evaluation (NFPA 1582 C.2.1.9)
 - Prone Static Plank Core Stabilization Assessment (NFPA 1582 C.2.1.11)
 - Sit and reach flexibility evaluation (NFPA 1582 C.2.1.12)
-

C. SiteMed Value-Added Standard Components

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner
- Confidential copy of results and interpretations provided to each firefighter
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up
- Department Summary Report including relevant averages, ranges, and annual comparison statistics
- Option to add additional laboratory / Studies. Details on pages 5 & 6.

ON-SITE FIREFIGHTER PHYSICALS



SiteMed Lab Analysis

Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	
Creatinine	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids:

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL-Very Low Density Lipoprotein Cholesterol
Cholesterol / HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Urinalysis (sent out to lab, not dipstick) (Screens for Bladder & Kidney Cancers)

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

Thyroid (Screens for Thyroid Cancer)

Thyroid-stimulating Hormone (TSH)

Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)

White Blood Count (WBC)	
Red Blood Count (RBC)	Hemoglobin
Hematocrit	Mean Corpuscular Volume (MCV)
Platelets	Mean Corpuscular Hemoglobin (MCH)
RDW	Mean Corpuscular Hemoglobin Concentration (MCHC)



Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at www.sitemedfire.com during *phase I* and click on the "store" tab in the navigation menu for more information.

Chest X-Ray	\$110 per person
Cumulative Stress Assessment	\$20 per person
DOT Medical Cards - not available in all locations	\$35 per person
Tuberculosis Skin Screening (minimum number required)	\$25 per person
<hr/>	
Hepatitis B Antibody Screening (Blood Test)	\$27 per person
Hepatitis C Screening (Blood Test)	\$27 per person
Varicella Antibody Screening (Blood Test)	\$55 per person
Measles, Mumps, Rubella Screening (Blood Test)	\$75 per vaccine
Hepatitis A Vaccine - 2-dose series	\$95 per vaccine
Hepatitis B Vaccine - 3-dose series	\$85 per vaccine
Tetanus/Diphtheria/Pertussis Vaccination	\$65 per vaccine
Measles, Mumps, Rubella Vaccine	\$85 per vaccine
Varicella Vaccine	\$150 per vaccine
Influenza Vaccine - requires pre-booking	\$35 per vaccine
<hr/>	
Blood typing (ABO grouping & Rho-D)	\$17 per person
HIV Screening (Blood Test)	\$25 per person
CRP (C-Reactive Protein) - Marker of inflammation & possible cancer	\$15 per person
Hemoglobin A1C - Diabetes screen	\$40 per person
Cholinesterase, RBC - blood test (Haz-Mat teams)	\$42 per person
Heavy Metals Blood Panel	\$150 per person
(Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	
Blood and Urine Collection at LabCorp Facility	\$20 per person
<hr/>	
<u>Testing for 40 years old and over:</u>	
NMR Particle Test	\$45 per person
Determines the # of High & Low Chol Particles	
Coronary Calcium Scoring* not available at all locations	\$160 per person
Used to detect hidden heart disease	
Fecal Occult Blood Screening - Screens for Colon & Rectal Cancers	\$18 per person
Ovarian Cancer Screening (CA-125) - female	\$30 per person
PSA screening - males; screens for Prostate cancer	\$25 per person

ON-SITE FIREFIGHTER PHYSICALS



AGREEMENT

This agreement made and entered this **date** _____ **of** _____, **2019** between **SiteMed** and **East Peoria Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services ~~and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.~~

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.



East Peoria Fire Department – Representative 1/15/2020
Date

SiteMed – Representative **Date**

The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify. Thank you.

ON-SITE FIREFIGHTER PHYSICALS



REFERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Mountain Brook Fire Department (AL)** – Chief David Kennedy – 205-802-3833
kennedyd@mntbrook.org
- **Estero Fire Department (FL)** – Division Chief Todd Coulter – 239-390- 8000
coulter@esterofire.org
- **Atlanta Fire Rescue Department (GA)** – Deputy Chief Chad Jones – 404-546-2601
ccjones@atlanta.gov
- **Marietta Fire Department (GA)** – Chief George McKeehan – 770-794- 5470
GMcKeehan@marietta.ga.gov
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434- 6667
racree@ci.smyrna.ga.us
- **Cartersville Fire Department (GA)** – Chief Scott Carter - 770-387- 5635
scarter@cityofcartersville.org
- **Cherokee Fire and Emergency Services (GA)** – Chief Eddie Robinson – 770-889-4451
erobinson@cherokeega.com
- **Idaho Falls Fire Department (ID)** – Division Chief Eric Day – 208-612-8495
eday@idahofallsidaho.gov
- **Jefferson City Fire Department (MO)** – Chief Matt Schofield – 573-634- 6404
mschofield@jeffcitymo.org
- **Central Jackson County FPD (MO)** – Assistant Chief Sam Persell – 816-797-9197
spersell@cjcfpd.org
- **Wake County Fire (NC)** – Deputy Director Darrell Alford – 919-856-6487
darrell.alford@wakegov.com
- **Leland Fire/Rescue (NC)** – Deputy Chief Ronnie Hayes – 910-371- 2727
ronnie.hayes@lelandfirerescue.com
- **City of Fayetteville (NC)** – Battalion Chief Robert Brinson – 910-433- 1729
rbrinson@ci.fay.nc.us

EXHIBIT B

Business Associate Agreement with SiteMed

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into as of the ____ day of _____, 2020, by and between **City of East Peoria**, an Illinois municipal corporation (“Covered Entity”) and **SiteMed, PLLC**, a North Carolina limited liability company (“Business Associate”).

RECITALS

WHEREAS, the parties have entered into a contract whereby SiteMed PLLC (“SiteMed”) will provide on-site firefighter medical exams for the City’s Fire Department and EMS, and SiteMed (the Business Associate) will collect medical information from and about individual members of the Fire Department of the City (the Covered Entity); and

WHEREAS, in addition to these services provided by SiteMed (the Business Associate), SiteMed will be sharing this individual medical information considered to be Protected Health Information, as defined herein, with the City’s wellness program service provider as part of the City’s wellness program; and

WHEREAS, the parties acknowledge that Covered Entity is considered a ‘covered entity’ subject to the Privacy Rule; and

WHEREAS, the parties agree that the terms of this Agreement are intended to coordinate with and be interpreted to apply in addition to the terms of the parties’ contract for these services, and in the event of any conflict or inconsistency with such other provisions, the provisions of this Agreement must control;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Business Associate Agreement and for other good and valuable consideration, the parties hereby agree as follows:

1. DEFINITIONS

(a) **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(b) **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 164, subparts A, C, D and E, and as may be amended from time to time.

(c) **Protected Health Information.** “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, and includes when applicable electronic Protected Health Information as defined in 45 CFR 160.103.

(d) **Required by Law.** “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.

(e) **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

(f) **Catch-all definition.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(b) Business Associate agrees to comply with Subpart C of 45 CFR 164 to prevent use or disclosure of the electronic Protected Health Information other than as provided for by this Agreement, including, but not limited to, the implementation of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) Business Associate agrees to mitigate, to the extent practicable and as Required by Law, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any breach or security incident involving unsecured Protected Health Information in any form as required by 45 CFR 164.410.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information created, received, maintained, or transmitted on behalf of Covered Entity, agrees to the same requirements, restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity pursuant to or as necessary to satisfy 45 CFR 164.526.

(h) Business Associate agrees to make internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide Covered Entity or an Individual information collected in accordance with Section (i) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Business Associate agrees to indemnify and hold harmless Covered Entity, its employees, officers and directors from any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by Covered Entity, its employees, officers or directors in connection with any claim, suit, demand or action asserted against Covered Entity, its employees, officers or directors resulting from the intentional or negligent breach of the rights of a participant in the Plan under the Privacy Rule, or the failure to fulfill any obligation of this Agreement, by Business Associate, its employees, officers, directors, agents or subcontractors. Business Associate agrees to assist and defend Covered Entity in all investigations, suits, adjudications, arbitrations or proceedings of any kind, whether brought by the Secretary, an individual, or any other entity, that may result or arise from any breach or alleged breach by Business Associate.

(l) Business Associate agrees to notify Covered Entity immediately following the discovery of any breach of unsecured Protected Health Information and agrees to assist and cooperate with Covered Entity in investigating and reporting any breach of unsecured Protected Health Information, as Required by Law.

(m) Business Associate agrees to adopt and implement policies and procedures and documentation requirements as required by 45 CFR 164.316 and as Required by Law, including but not limited to appropriate risk assessment policies and procedures for the prevention, discovery and reporting of breaches of unsecured Protected Health Information and for documentation, review and retention of such policies and procedures.

(n) Business Associate agrees to comply with the requirements of Subpart E of 45 CFR 164 to the extent Business Associate is to carry out Covered Entity's obligations under Subpart E.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

General Use and Disclosure Provision

(a) Except as otherwise limited in this Agreement, Business Associate may only use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity as necessary to perform the services set forth in any other agreement between the parties and the Covered Entities' governing documents, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restriction

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity unless specifically allowed by this Agreement.

5. TERM AND TERMINATION

(a) *Term.* Except as may be otherwise specified herein, this Agreement shall be effective as of the date first set forth above and shall terminate when all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section 5..

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this subsection (c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the Event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS

(a) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under the Effect of Termination Section of this Agreement (Section 5(c)) shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

BUSINESS ASSOCIATE:

COVERED ENTITY:

SITEMED, PLLC

CITY OF EAST PEORIA

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

RESOLUTION NO. 1920-105

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, effective as of December 16, 2019, a vacancy has existed in the rank of Deputy Chief in the East Peoria Police Department; and

WHEREAS, the Chief of Police has recommended that Keith McElyea be promoted to the rank of Deputy Chief effective on February 1, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT Keith McElyea is hereby appointed as Deputy Chief of the East Peoria Police Department, effective February 1, 2020, subject to compliance with all applicable procedures and requirements.

APPROVED:

Mayor

ATTEST:

City Clerk