

**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
FEBRUARY 18, 2020
6:00 P.M.**

**DATE: FEBRUARY 18, 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. **PUBLIC HEARING:**

- 5.I. "PUBLIC HEARING ON THE PROPOSED PROPERTY EXCHANGE OF CITY PROPERTY LOCATED AT EASTPORT MARINA AND AMENDMENT TO UNIT OWNERSHIP OF THE EASTPORT RESTAURANT/ADMINISTRATION BUILDING CONDOMINIUM."

Documents:

[2.18.2020 PUBLIC HEARING NOTICE AND AGENDA AT 6P \(PROPOSED PROPERTY EXCHANGE CITY PROPERTY AT EASTPORT AND AMENDMENT TO UNIT OWNERSHIP\) \(PDF\).PDF](#)

6. **APPROVAL OF MINUTES:**

- 6.I. Motion to approve the minutes of the Special Meeting for a Working Session held on February 4, 2020; the minutes of the Regular Meeting held on February 4, 2020; and the minutes of the Special Meeting for a Working Session held on February 11, 2020.

Documents:

[2020.02.04 MINUTES.PDF](#)
[2020.02.04 WORKING SESSION MINUTES AT 5P.PDF](#)
[2020.02.11 WORKING SESSION MINUTES AT 4P.PDF](#)

7. **COMMUNICATIONS:**

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

9. **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.

- 9.I. Item No. 1 – Adoption of Resolution No. 1920-116 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 19 in the amount of \$5,470,313.87.

Documents:

[RESOLUTION NO. 1920-116.PDF](#)

- 9.II. Item No. 2 – Adoption of Resolution No. 1920-107 on its Second Reading – Resolution accepting the lowest responsible bid received from RNS Electric Inc. in the amount of \$7,985 for electrical work to replace the Emergency Power Generator Switch at the Public Safety Building.

Documents:

[RESOLUTION NO. 1920-107 - SECOND READING.PDF](#)

- 9.III. Item No. 3 – Adoption of Resolution No. 1920-113 on its Second Reading - Resolution Approving a Short Term Lease between the City of East Peoria and ICC Group, Inc. for the Use of Vacant City Property in Connection with Work on the Murray-Baker Bridge.

Documents:

[RESOLUTION NO. 1920-113 - SECOND READING.PDF](#)

- 9.IV. Item No. 4 – Adoption of Resolution No. 1920-108 on its Second Reading – Resolution Approving a Construction Contract and Engineering Contract for Improvement of the Norfolk Southern Railway Railroad Crossing at Carver Lane.

Documents:

[RESOLUTION NO. 1920-108 - SECOND READING.PDF](#)

- 9.V. Item No. 5 – Adoption of Resolution No. 1920-110 on its Second Reading – Resolution allocating of \$900,000 of Motor Fuel Tax Funds for the 2020 Street Maintenance Program and authorizing an Engineering Agreement with Patrick Meyer & Associates for the Street Maintenance Program.

Documents:

[RESOLUTION NO. 1920-110 - SECOND READING.PDF](#)

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

11. **COMMISSIONER HILL:**

- 11.I. Approval of Ordinance No. 4488 - (AN ORDINANCE APPROVING AN AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY LOCATED AT EASTPORT MARINA AND AMENDMENT TO UNIT OWNERSHIP OF THE EASTPORT RESTAURANT/ADMINISTRATION BUILDING CONDOMINIUM.)
To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NO. 4488.PDF](#)

- 11.II. Approval of Ordinance No. 4484 – (AN ORDINANCE PROVIDING FOR THE SALE OF EXCESS CITY PROPERTY AT 116 LOREN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS).

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

Documents:

[ORDINANCE NO. 4484.PDF](#)

- 11.III. Approval of Ordinance No. 4485 – (AN ORDINANCE PROVIDING FOR THE SALE OF EXCESS CITY PROPERTY AT 402 MONSON STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS).

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

Documents:

[ORDINANCE NO. 4485.PDF](#)

- 11.IV. Adoption of Ordinance No. 4486 – (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 the operation of an adult-use recreational cannabis processor organization and an adult-use recreational cannabis transporter operation.

Documents:

[ORDINANCE NO. 4486.PDF](#)

- 11.V. Approval of Ordinance No. 4487 – (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 617 ILLINI DRIVE IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS.) – to allow for placement of an accessory structure (storage shed) on the property in the front yard.

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

Documents:

[ORDINANCE NO. 4487.PDF](#)

- 11.VI. Approval of Resolution No. 1920-114 – Resolution authorizing a \$5,000 contribution for Illinois High School Association March Madness Tournament Experience from Hotel Motel Tax Funds.

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

Documents:

[RESOLUTION NO. 1920-114.PDF](#)

- 11.VII. Approval of Resolution No. 1920-115 authorizing and directing the payment of an invoice in the amount of \$15,000 to the Fon du Lac Park District for Security Detail at the Winter Wonderland Lighted Display in November and December 2019.

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

Documents:

[RESOLUTION NO. 1920-115.PDF](#)

12. **COMMISSIONER DECKER:**

13. **COMMISSIONER SUTHERLAND:**

14. **COMMISSIONER MINGUS:**

- 14.I. Adoption of Ordinance No. 4489 - (AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 OF THE EAST PEORIA CITY CODE TO CHANGE THE NUMBER OF CLASS A LIQUOR LICENSES AUTHORIZED TO BE ISSUED WITHIN THE CORPORATE LIMITS OF THE CITY.)

Documents:

[ORDINANCE NO. 4489.PDF](#)

15. **MAYOR KAHL:**

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

17. **COMMENTS FROM COUNCIL:**

17.I. COMMISSIONER DECKER:

17.II. COMMISSIONER HILL:

17.III. COMMISSIONER SUTHERLAND:

17.IV. COMMISSIONER MINGUS:

17.V. MAYOR KAHL:

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

19. **MOTION TO ADJOURN:**

20. **/S/ Morgan R. Cadwalader**

City Clerk, Morgan R. Cadwalader
Dated and Posted: February 14, 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.



NOTICE AND AGENDA OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS WILL HOLD A PUBLIC HEARING ON TUESDAY, FEBRUARY 18, 2020 AT 6:00 P. M. IN THE CITY OF EAST PEORIA COUNCIL CHAMBERS IN THE CIVIC COMPLEX, 401 WEST WASHINGTON STREET, EAST PEORIA, ILLINOIS 61611.

401 W. Washington Street
East Peoria, Illinois 61611
Phone: (309) 698-4715
Fax: (309) 698-4747

John P. Kahl
Mayor

COMMISSIONERS

Seth D. Mingus
Dept. Public Health & Safety

Mark E. Hill
Dept. of Accounts & Finance

Daniel S. Decker
Dept. Streets &
Public improvements

Michael L. Sutherland
Dept. Public Property

Morgan R. Cadwalader
City Clerk

Jeffery M. Becker
Director of Finance/Treasurer

Steven M. Roegge
Police Chief

John F. Knapp
Fire Chief

Ty Livingston
Director of Planning and
Community Development

Douglas E. McCarty
Director of Tourism &
Special Events

Dennis R. Triggs
City Attorney

PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS

AGENDA:

DATE: FEBRUARY 18, 2020

TIME: 6:00 P.M.

CALL TO ORDER:

ROLL CALL:

The purpose of the meeting is to hold:

“PUBLIC HEARING ON THE PROPOSED PROPERTY EXCHANGE OF CITY PROPERTY LOCATED AT EASTPORT MARINA AND AMENDMENT TO UNIT OWNERSHIP OF THE EASTPORT RESTAURANT/ADMINISTRATION BUILDING CONDOMINIUM.”

Review and receive written and oral Public Comments on the following:

- Proposed exchange of real property between the City of East Peoria and the Eastport Restaurant/Administration Building Condominium Association (“Association”)
- 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.

COMMENTS FROM THE COUNCIL:

MAYOR KAHL:

COMMISSIONER HILL:

COMMISSIONER DECKER:

COMMISSIONER SUTHERLAND:

COMMISSIONER MINGUS:

ADDITIONAL COMMENTS:

COMMENTS FROM THE AUDIENCE:

MOTION TO ADJOURN THE PUBLIC HEARING TO RECONVENE THE REGULAR MEETING.

/s/ Morgan R. Cadwalader

City Clerk Morgan R. Cadwalader

NO ACTION SHALL BE TAKEN.

Dated and Posted: February 14, 2020

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

FEBRUARY 4, 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 6:00 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 January 21, 2020 be approved as printed.

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

Nays: None.

Mayor Kahl declared the motion carried.

Mayor Kahl proclaimed February 14, 2020 as the "100th Anniversary of the League of Women Voters". Mayor Kahl presented the proclamation to Connie Romanus, President of the League of Women Voters Greater Peoria. Ms. Romanus thanked the Mayor and City Council. She explained that they are celebrating the 100th Anniversary of the League of Women Voters locally. The League of Women Voters Greater Peoria have hosted several candidate forums to inform the voters on candidates.

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.

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 Decker; Mr. Mayor, I move to adopt a consent agenda consisting of items numbered 1 through 5 as listed on the agenda for this meeting to be considered by omnibus vote.

Item No. 1 – Adoption of Resolution No. 1920-111 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 18 in the amount of \$1,212,523.66.

Item No. 2 – Adoption of Ordinance No. 4480 on its Second Reading - (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).

Item No. 3 – Adoption of Ordinance No. 4481 on its Second Reading - (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)

Item No. 4 – Adoption of Resolution No. 1920-100 on its Second Reading – Resolution Approving Construction Engineering Services Contract with Midwest Engineering Associates for Altorfer Lane Improvements.

Item No. 5 – Adoption of Resolution No. 1920-101 on its Second Reading – 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.

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Items numbered 1 through 5 listed on the Consent Agenda be hereby approved and adopted, the items numbered 2 through 5 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. 1920-111 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 18 in the amount of \$1,212,523.66. (Adopted by omnibus vote)

Item No. 2 – Adoption of Ordinance No. 4480 on its Second Reading - (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). (Adopted by omnibus vote)

Item No. 3 – Adoption of Ordinance No. 4481 on its Second Reading - (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) (Adopted by omnibus vote)

Item No. 4 – Adoption of Resolution No. 1920-100 on its Second Reading – Resolution Approving Construction Engineering Services Contract with Midwest Engineering Associates for Altorfer Lane Improvements. (Adopted by omnibus vote)

Item No. 5 – Adoption of Resolution No. 1920-101 on its Second Reading – 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. (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.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance No. 4478, hereto attached, (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) having been read once by its title and having been laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill commented on the ordinance and conditional use that is for NuMed that has a state license for an adult-use recreational cannabis dispensary operation.

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

Nays: Commissioner Sutherland.

Mayor Kahl declared the motion carried and Ordinance No. 4478 be adopted as presented.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4479, hereto attached, (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) having been read once by its title and having been laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill commented on the ordinance and the conditional use. He commented on the distance requirements regarding the conditional use.

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

Nays: Commissioner Sutherland.

Mayor Kahl declared the motion carried and Ordinance No. 4479 be adopted as presented.

Resolution No. 1920-103 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-103 hereto attached, a Resolution to approve abating and eliminating various tax levies for Water and Sewer Bond Issues, Tax Increment Financing Bond Issues, and Development Bond Issues, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-103 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that the bonds the City has are backed by property taxes and this approves this resolution annually because the city is not using the tax levy to pay the bonds but is instead using alternative revenues to pay for the bonds.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-103 be duly adopted as presented.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4483 hereto attached, (AN ORDINANCE PROVIDING FOR ANNEXATION OF THE NEWNAM PROPERTY TO THE CITY OF EAST PEORIA, ILLINOIS) (PIN: 02-02-19-200-034 (Formerly part of PIN: 02-02-19-200-015)) be read at length by the Clerk, and that said Ordinance No. 4483 be accepted on its first reading, and be hereby adopted as presented.

The City Clerk read the ordinance at length.

Commissioner Hill explained that this annexation is for property off of Centennial Drive.

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

Nays: None.

Mayor Kahl declared the motion carried and Ordinance No. 4483 to be duly adopted as presented.

Resolution No. 1920-107 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-107, hereto attached, a Resolution accepting the lowest responsible bid received from RNS Electric Inc. in the amount of \$7,985 for electrical work to replace the Emergency Power Generator Switch at the Public Safety Building, be approved. Mr. Mayor, I move you that this Resolution No. 1920-107 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 a transfer switch went out last November and this resolution approves the transfer switch installation work.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 1920-113 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-113, hereto attached, a Resolution Approving a Short Term Lease between the City of East Peoria and ICC Group, Inc. for the Use of Vacant City Property in Connection with Work on the Murray-Baker Bridge, be approved. Mr. Mayor, I move you that this Resolution No. 1920-113 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 commented on the I-74 bridge project. The city property is being leased to the contractor of the I-74 bridge project as a staging area during the project. The property location is an ideal site for the staging because of its location in relation to the bridge.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 1920-108 by Commissioner Decker, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-108, hereto attached, a Resolution Approving a Construction Contract and Engineering Contract for Improvement of the Norfolk Southern Railway Railroad Crossing at Carver Lane, be approved. Mr. Mayor, I move you that this Resolution No. 1920-108 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 Decker commented on the Carver Lane project. This improvement was a requirement from the Illinois Commerce Commission that this project be completed and the project is being reimbursed to the city.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 1920-110 by Commissioner Decker, seconded by Commissioner Hill; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-110, hereto attached, a Resolution allocating of \$900,000 of Motor Fuel Tax Funds for the 2020 Street Maintenance Program and authorizing an Engineering Agreement with Patrick Meyer & Associates for the Street Maintenance Program, be approved. Mr. Mayor, I move you that this Resolution No. 1920-110 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 Decker commented on the city receiving more Motor Fuel Tax funds this year for projects. This is all of the work that will be done for the year. He explained that the earlier we get this out the more likely it is that the City will get better pricing. The City has been able to get more work done if there were additional monies available as the contractors honored the original pricing.

Commissioner Hill explained that the additional Motor Fuel Tax funds are good; however, the City needs to continue to find more funds for the streets because the maintenance is not enough for capital reconstruction.

Mayor Kahl explained that \$900,000 is not a lot for street maintenance and this is not the perfect scenario for streets; however, he is confident that the City can stretch the dollars to do the best that it can. He commented on the GSB process being successful in maintaining roads and stretching City dollars for maintenance.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 1920-112 by Commissioner Decker; WHEREAS, Don Lyon has been continuously employed by the City from August 31, 1998 through January 3, 2020, most recently occupying the position of Driver in the Streets Department for Public Works.

WHEREAS, Don Lyon announced his intention to retire from employment effective at the end of the day on January 3, 2020; and

WHEREAS, the City is appreciative of the long and continued service provided by Don Lyon; and

WHEREAS, it is in the best interest of the City to execute the attached Separation Agreement;

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

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

Section 2. The Mayor is hereby authorized to execute the Separation Agreement with such changes as the Mayor, in his sole discretion, may decide are in the best interest of the City of East Peoria. Motion by Commissioner Decker, seconded by Commissioner Sutherland; Mr. Mayor, I move that Resolution No. 1920-112 be adopted as presented.

Mayor Kahl and City Commissioners commented on Mr. Lyon's work for the city and congratulated him on his retirement.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 1920-112 be duly adopted as presented.

Resolution No. 1920-102 by Commissioner Mingus, seconded by Commissioner Hill; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-102 hereto attached, a Resolution approving a two-year contract with SiteMed Agreement for Annual Firefighter Physicals for the Fire Department, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-102 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Mingus explained that the resolution approves a contract for onsite annual physicals for the firefighters where they come onsite to complete the physicals instead of the firefighters having to go offsite to a facility to complete the physical.

Commissioner Decker explained that he will be abstaining from voting due to his employment in the fire department.

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

Nays: None.

Abstain: Commissioner Decker.

Mayor Kahl declared the motion carried and Resolution No. 1920-102 be duly adopted as presented.

Resolution No. 1920-109 by Commissioner Mingus; WHEREAS, Title 1, Chapter 5, Section 2.1 of the East Peoria City Code authorizes the City Council to determine from time to time by Resolution the number of individuals to hold each rank on the East Peoria Fire Department; and

WHEREAS, in December 2018, pursuant to Resolution No. 1819-106, the City temporarily increased the number of firefighters on the Fire Department by three to a total of 33 firefighters in an effort to minimize overtime costs in the Fire Department; and

WHEREAS, in accordance with Resolution No. 1819-106, the temporary increase to 33 in the number of firefighters in the Fire Department that was approved in December 2018 will then decrease back down to 30 through attrition of members leaving the Fire Department after April 30, 2020; and

WHEREAS, a firefighter has submitted his letter of intent to retire in June 2020; and

WHEREAS, the City seeks to retain the number of firefighters at a level of 33 upon the retirement of this firefighter, while determining whether the staffing level of firefighters will be decreased back to 30 at a later date after the passage of this Resolution; and

WHEREAS, it is in the best interests of the City of East Peoria to temporarily increase the total number of individuals holding the rank of firefighter in the East Peoria Fire Department by one to 34; and

WHEREAS, it is in the best interests of the City that after the retirement of this firefighter in June 2020, the total number of firefighters in the Fire Department be reduced by one to 33, and thereafter, the total number of firefighters in the Fire Department be reduced through attrition to 30;

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

Section 1. Effective immediately, the Fire Department of the City of East Peoria shall consist of the following personnel:

- A. One Fire Chief
- B. Two Deputy Fire Chiefs
- C. Three Assistant Fire Chiefs
- D. Nine Lieutenants
- E. Thirty-Four Firefighters
- F. One Paid on Call Firefighter

Section 2. The Fire Chief is hereby authorized and directed to notify the Police and Fire Commission of the temporary increase in firefighters and to request the Police and Fire Commission to undertake the process of appointing a probationary firefighter to fill the position hereby created.

Section 3. Subject to further action by the City Council, effective on June 30, 2020, the Fire Department of the City of East Peoria shall consist of the following personnel upon attrition to the staffing levels established in Resolution 1819-106:

- A. One Fire Chief
- B. Two Deputy Fire Chiefs
- C. Three Assistant Fire Chiefs
- D. Nine Lieutenants
- E. Thirty Firefighters
- F. One Paid on Call Firefighter

Motion by Commissioner Mingus, seconded by Commissioner Hill; Mr. Mayor, I move that Resolution No. 1920-109 be adopted as presented.

Commissioner Mingus commented on the resolution and explained that it allows a new probationary firefighter to get to the fire academy and on the streets before a planned retirement.

The previous temporary increase of three firefighters may be extended at a later date.

Commissioner Decker explained that he will be abstaining from voting due to his employment in the fire department.

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

Nays: None.

Abstain: Commissioner Decker.

Mayor Kahl declared the motion carried and Resolution No. 1920-109 be duly adopted as presented.

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4482 hereto attached, (AN ORDINANCE AMENDING TITLE 10, CHAPTER 1 OF THE EAST PEORIA CITY CODE PERTAINING TO TRUANCY AND EXCESSIVE ABSENTEEISM) be read at length by the Clerk, and that said Ordinance No. 4482 be accepted on its first reading, and be hereby adopted as presented.

Commissioner Mingus commented on the ordinance. Mayor Kahl thanked Marjorie Grueter, District 309 Superintendent from the high school, for pointing out to the city the needed change.

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

Nays: None.

Mayor Kahl declared the motion carried and Ordinance No. 4482 to be duly adopted as presented.

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 Decker commented on the traveling Vietnam Wall that is coming to East Peoria. The process was started by Justin Hale. He explained that former Mayor Mingus was supportive and Mayor Kahl has also been nothing but supportive. He explained that Mr. Hale goes on the honor flight and commented on the honor that it is to assist on the honor flight. Mr. Hale wanted to bring the Wall to East Peoria because not everyone can go to Washington, D.C. to see the Wall. The traveling Vietnam Wall will be in East Peoria September 23-27, 2020. They are raising money for the Peoria Area Honor Flight. Any support that anyone wants to do for the Wall will be appreciated.

Commissioner Mingus explained that there were two commercial fires that residents likely did not hear about. He commented on and recognized (1) the regulations for code enforcement as the facilities were assisted by the required sprinklers and (2) the fulltime firefighters that helped with the fires as the reasons that residents did not even hear about the fires.

Mayor Kahl commented on a medical emergency that happened outside of Xfinity and the great assistance that the firefighters provide in emergency medical calls in the City. He commented on the Vietnam Wall and thanked Justin Hale and Commissioner Decker for their work on bringing it to the City. Contributions will be accepted by the East Peoria Community Foundation that will be used for the Honor Flight and to offset the costs of the bringing the wall. He commented on those veteran's getting to go to Washington, D.C., and specifically, explained the impact that the homecoming at the airport has on those veterans on the Honor Flight.

Motion by Commissioner Sutherland, seconded by Commissioner Mingus; Mr. Mayor, I move you that we adjourn until Tuesday evening, February 11, 2020 at 4:00 P.M.

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

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 6:51 P.M.

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

MINUTES

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

February 4, 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 5:00 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 City Streets Update. Mayor Kahl turned the discussion over to Commissioner Decker. Commissioner Decker explained that this meeting is done yearly and if anyone has questions about streets, they can contact the City. He explained the agenda for the meeting that will include discussion on the street rating system and process.

Commissioner Decker turned the discussion over to engineer Patrick Meyer of Patrick Meyer and Associates. Mr. Meyer explained the rating system that begins with one through ten rating with a rating of one being the worst and a rating of ten being the best. He went through the percentage of streets at each rating level and explained the rating comparison chart. He explained that the ideal scenario is to have 0% of the streets at 2 and 3 rating; 20% at a 5 rating; 25% at 6; 25% at 7; 15% at 8; 10% at 9; and 5% at 10 rating. The history of the street maintenance budget versus the bituminous price was discussed and shown in chart form. This year the city is set to spend \$900,000 in Motor Fuel Tax funding for street maintenance. The city rates the streets every year and goes through and delineates which streets are ready for the street maintenance program. For example, Illini Drive is being bumped up because it has potholes that were filled. Mr. Meyer commented on the heat-sealing process that extends the length of the asphalt streets. A map was shown that identified streets that are planned maintenance this year, including Kerfoot Street, the Highview Road "S" curve section, Briar Court, Chestnut Drive, Julian Avenue, Royal Vista Drive, Regal Lane, Regent Court, Illini Drive, Matthew Parkway, Barbara Street, Taylor Street, James Court, Ritchie Street, and Woodway Court. Mr. Meyer explained that heat scarification cannot be used on steep hills. A spreadsheet was shown that included a 62-year replacement process. The City street maintenance process has included four processes, including spray patching, heat scarification, sealcoating, and GSB 88 (an asphalt sealer that holds loose rock in place). There is a new product that is comparable to GSB 88 but has a faster dry time. Mr. Meyer listed some examples of roads that had different processes used on them and gave estimated timelines of how long roads last with the different processes used. He feels that the heat scarification with GSB 88 will last just as long if not longer than the original asphalt road itself. In determining and choosing roads for street maintenance repair, the impact to East Peoria citizens is also considered.

Commissioner Decker commented on the cost of asphalt increasing. He commented on the value of the street rating that is done every year and see the progression of roads overall. Commissioner Decker explained that he is a fan of complete replacement of roads; however, the City needs to keep up on street maintenance and keep maintenance dollars where they need to be. The GSB overlay has decreased the complaints by citizens of rocks on the surface of roads. He explained that the GSB process is more expensive. The city has a lot of hills that are more expensive on street maintenance, and those roads are a challenge because of their maintenance. Grange Road is something that they want to reconstruct. However, the number of residents that are served by the road is smaller. Commissioner Decker does not want to discount the importance of Grange Road. He explained that Grange Road is a regional road that is used by Washington residents and others, along with those individuals going to Illinois Central College. He is interested in attaining Peoria-Pekin Urbanized Areas Transportation Study (PPUATS) dollars for Grange Road. Commissioner Decker commented on the heat scarification process and that it has increased the life of roads longer than anticipated with the costs of the process being half of that to mill and overlay the streets. He also commented on the impact that the freeze thaw has on streets and the quickness at which streets can be negatively affected.

Commissioner Hill commented on the rating system and the possibility of publishing the streets rating system list on the city website. He explained that the city needs to maintain and reconstruct the roads. He inquired as to what they are doing to coordinate with water and wastewater projects. Mr. Meyer and Ric Semonski, Supervisor of Streets, explained that he shares the list with water and wastewater to ensure there are not any projects going on in the area. He explained that they have swapped out the streets and it is mostly with manholes and there has not been a lot of water main replacements. If there are main breaks, then they have avoided that street until the problem is fixed.

Commissioner Mingus commented on the costs of projects, including PPUATS projects, and money savings that can be had. He believes that the street maintenance and reconstruction of roads matters. He explained that we need to ensure that we are using dollars efficiently and effectively.

Commissioner Sutherland explained that if water and sewer is replaced then the water and sewer department are responsible for the asphalt on top of it. If mains or sewer need to be replaced, then water and wastewater can be done at the same time. He explained that he needs one-year advanced notice so that Ameren can plan for utilities at the same time. It takes two years for the project. PPUATS project funding does not include utility costs as well as the projects required to be complete reconstruction and cannot be street maintenance.

Mayor Kahl explained the importance of the street ratings and maintenance. He understands Commissioner Sutherland's frustration with some of the red tape.

Mayor Kahl asked if there was anyone in the audience who wished to make comments. There was no response.

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 5:49 P.M.

/s/ Morgan R. Cadwalader

Morgan R. Cadwalader, City Clerk

MINUTES

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

February 11, 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 4:00 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 2020-2021 City Budget Planning discussion. He explained that the focus will be on the operating budget this evening with the capital being focused on at the next meeting, and there is still some work to do on the budget with additional numbers coming in the future.

Mayor Kahl turned the discussion over to Mr. Roberts, Harbormaster at EastPort Marina. Mr. Roberts explained that there was a handout in front of the city council with his budget proposal. He explained that this past year's revenues were good and if you look at it with the previous year's revenues those numbers average out to a relatively normal year. The numbers in his proposal are flat. He explained that he and his staff are constantly remodeling the facility. The entire seawall is being replaced with monies from an insurance claim caused by a weather event. Last winter, the men's bathroom was remodeled. Itv3 will be providing internet access that increased the band width. Another big change has been him taking over the service department instead of outsourcing those services. This service department change has provided quality control for the better and provided another income stream. EastPort Marina operates off of revenues as it is an enterprise fund. This year there are costs regarding winterization that was not included last year because this is now being done inhouse by the service department. The inhouse service department now also allows for two additional people available for projects that may come up. Commissioner Mingus asked about slip capacity. Mr. Roberts explained that the capacity is in the 80% range which is normal for the Marina. Mayor Kahl inquired if the lock reconstruction would affect the marina. Mr. Roberts explained that there are out-of-date locks; however, the river level will remain the same and should not affect the Marina levels. Portions of the Illinois River will be closed. The river will be cleaner during this time without the barge traffic that stirs up sediment. He explained that it will not affect the water level in the Marina.

Mayor Kahl inquired if there were any questions from the audience on the Marina budget. There was response.

Ric Semonski, Supervisor of Public Works, began with vehicle maintenance discussion. There is an increase in wages due to a third mechanic being hired. There is also change in the line item 160 which are tools for the vehicle maintenance department. The third mechanic has been handling cars from other departments in the city, including squad cars and fire trucks. The other departments that are having vehicles fixed at Public Works are covering the costs of the parts needed for repair. The labor costs will stay in the Vehicle Maintenance Department budget. Supervisor Semonski presented the proposed solid waste budget. Wages in solid waste have stayed flat. A little more expense is anticipated in recycling and will be topic of discussion for those fees versus solid waste fees, as there has been an increase in recycling costs. The previous City Administrator shifted the recycling fees to the general fund rather than coming out of the property taxes. Supervisor Semonski explained that recycling costs will continue to increase as will the costs of solid waste; however, recycling is anticipated to continue to increase more substantially. Commissioner Sutherland is interested in becoming more educated on the recycling and solid waste fees. Commissioner Sutherland commented on the city and how other communities do recycling and solid waste pick-up. He feels that we should look at possible changes or alternatives for garbage waste and recycling pick up. Mayor Kahl commented on RouteSmart software and what the return on investment is on the software. Supervisor Semonski feels that there is some benefit but that he is unsure if the city is getting its monies worth. He feels the city should look at the software and whether to continue with it in light of the cost benefit analysis. Commissioner Decker commented on the garbage pickup and the amount that residents will need to pay if the city would outsource garbage and the city would not need to worry about toters if garbage is outsourced.

Commissioner Decker feels that the city should look at the costs of outsourcing waste pickup to determine how to proceed forward. The city currently picks up approximately 8,000 households' garbage. Commissioner Mingus commented on other community's garbage pickup and the additional options for pickup those communities have.

Mr. Semonski next discussed the Street budget. Wages are up slightly. He is anticipating engineering fees; however, if the Public Works Director that is hired is an engineer then those fees may go down. Blades in the plow fleet need to be replaced and the expenses in the budget also includes motors and spinners that are on the back of the plow trucks. The carbine blades have been a cost savings to the city. There are eight plow trucks in the fleet that range in years from 2005 through 2019.

Cord Crisler, Supervisor of Water and Wastewater, presented the Water and Wastewater budgets. He explained that he tried to do reductions so that they could have more money for capital expenses. The departments tried to decrease travel and maintenance as well as overtime expenses. Contractual services costs are up due to inspection fees. Other line items have been shifted to have more accountability and to assure proper allocation of monies. Mayor Kahl commented on fleet fuel cards revisiting the fuel card process. He explained that there may be changes to have more accountability. There was a discussion about the city fuel tanks.

Mayor Kahl asked whether anyone in the audience had comments on the Public Works proposed budget.

Don Norbits came up to the podium and inquired as to a 196% increase in dues, subscriptions and publications. Supervisor Crisler explained that the increase is due to railroad fees and it is being moved from another line item. Mr. Norbits inquired about the travel, training and meeting expense decreases. Supervisor Crisler explained that some of the travel and training was reduced for the Public Works Director that is currently vacant. Mr. Norbits commented on the recycling and solid waste fees. He feels that the solid waste and recycling may not be as cost effective. Peoria Heights has begun charging a fee for garbage and recycling. The other benefit of outsourcing solid waste pickup could be getting garbage, recycling, and yard waste pickup. He commented on Peoria placing the fees on the real estate taxes as they had trouble collecting the fees.

City Clerk, Morgan Cadwalader, presented the city clerk budget that is relatively flat from last year.

Director of Finance, Jeff Becker, commented on the Accounts and Finance budget. The City Administrator has been removed from the budget and an additional human resources person has been budgeted for. Insurance has increased due to health insurance utilization by an estimated \$500,000. Cable television has been put back to what it initially was in previous years. He discussed the proposed budgets for the bond fund, municipal audit, and the water/sewer fund. Workers' compensation is estimated to be up and is budgeted at \$215,000 over last year. He presented the Marina debt service fund budget. He explained that the Camp Street TIF and West Washington Street TIF proposed budgets include legal fees, engineer fees, and bond debt. Gaming revenue is estimated to decrease by \$300,000 from last year. The Early Retirement Incentive is estimated to be paid off in 2023. Commissioner Decker commented on liking having a fulltime mayor who is accountable to the taxpayers and he feels that it is money well spent. Mayor Kahl explained that he is confident for the next few weeks in preparing the budget and thanked the efforts of those who have worked on the budget. There is an estimated \$1.1 million deficit based on the revenues going down and increased expenses.

Mayor Kahl asked whether anyone in the audience had comments on the City Clerk and Accounts and Finance proposed budgets. There was no response.

Director of Tourism and Special Events, Doug McCarty presented the proposed EastSide Centre budget. There have been memberships lost to other facilities, concessions costs being flat, and the budget is flat overall. Youth organizations and the schools do not pay for use and the monies are made through concession sales at those events. Commissioner Decker commented on Director McCarty trying to keep EastSide competitive. Commissioner Decker would like to do what we can to make EastSide available to residents and to prevent groups from going elsewhere. He thanked Director McCarty and staff for their work. He explained that he would like to see a plan for the future of EastSide and explained that it is a lot to ask and see what the city can gain from the plan. Director McCarty explained that the budget estimates are based upon the weather. He discussed expenses being relatively flat. Cleaning expenses are increased due to EastSide paying more for those services. He commented on minimum wages going up and increases in the part-time wages line item that may result in concessions prices

going up to account for those costs. He commented on the backhoe loan that is shared with the school and park district. This is the last year on that loan and it is set to be paid completely. He commented on the hotel/motel tax and the numbers surpassing those expected from those this year. The estimated hotel/motel revenues do not include revenue from the new hotel to be completed. Revenues are pretty flat overall with expenses being increased due to minimum wage. There was a discussion on IDOT rights of way maintenance which only occurs twice a year by IDOT. IDOT has agreed to allow the city to maintain those portions. The other taxing bodies are also agreeing to work together to clean up the community.

Mayor Kahl asked whether anyone in the audience had comments on the EastSide Centre and Tourism and Special Events proposed budgets.

Don Norbits came up to the podium to inquire as to whether hotel/motel tax funds are city funds or go toward EastSide Centre and Tourism; whether EastSide Centre and Tourism are separate departments with separate employees; and whether maintenance of the city is also the responsibility of Public Works. Director McCarty explained that the hotel/motel funds are city funds the department and employees are not separate. Mayor Kahl explained that the city is discussing maintaining more from IDOT maintenance and that Public Works does take care of some of the maintenance responsibility.

With no further comments from the audience, Fire Chief Knapp came up to present the Fire and ESDA budgets. He presented the ESDA budget that is relatively flat this year. ESDA has a project to replace tornado sirens. He explained that they will be using an automated notification system for the tornado siren. He presented the proposed Fire Budget. The Fire budget is relatively flat. There is an increase in wages due in part to retirements that have payouts. There is also an increase to the starting wages for Firefighters to ensure that the city is competitive with other communities. He commented on overtime and the three additional firefighters to save on overtime costs. Mayor Kahl feels that the temporary increase was a good decision as it has saved money in overtime expenses. Chief Knapp explained that training is a large expense due to the needs of keeping trained firefighters and that training dollars are dollars well spent. Mayor Kahl commented on raising ambulance fees after not keeping up on increases in those fees in the past.

Mayor Kahl asked for comments from the audience on the proposed Fire and ESDA budgets. There was no response.

Chief of Police Steve Roegge, Deputy Chief of Police Rich Brodrick and Mallory Burmeister came up to present the proposed Police Department budget. Chief Roegge thanked DC Brodrick and Ms. Burmeister. DC Brodrick explained that there is a decrease in salary due to higher paid individuals leaving and being replaced with lower paid individuals. There will be four sworn new probationary police officers anticipated to be sworn in by the end of the month to bring the Police Department up to fully hired staff. There is an added position of receptionist that would handle the counter business in the clerical wages line item of the proposed budget. Chief Roegge commented on expungements due to state laws changes and that the city is getting up to date on those expungements. Commissioner Sutherland inquired about the cannabis revenues and whether those could be used toward those expungement costs. Mayor Kahl explained that the cannabis revenues are not budgeted because the city does not know how much those revenues will be. Expungements are a one-time cost. There was a discussion regarding body cameras and the expenses of the body cameras. Chief Roegge commended his records clerks on their work. Commissioner Mingus inquired about the dispatcher fees and whether this saved money to the city. Mayor Kahl explained that he would be hard pressed to see that the city saved money. Everyone now has to pay their fair share for the dispatch costs which some smaller communities may not have been doing in the past. Animal control has remained flat and contractual service fees are estimated to increase due to moving around line items to ensure proper allocation of money. There was a discussion on mobile training units that are consolidating and budgets being cut which has resulted in classes being cut. Chief Roegge commented on having to pay up front for new officer training in hopes of being reimbursed; however, there is no guarantee that the city will be reimbursed those costs. He has been in contact with state Senators and Representatives to find alternative revenue sources. The city is will likely need to look outside of the area for training which will increase the training costs for travel and hotel expenses. Mayor Kahl asked the Chief to send information about the funding issue so that the elected officials can contact state legislators. There is a decrease in the maintenance and repair of buildings based on the projects this expected in the next fiscal year and a decrease in maintenance and repair of vehicles due to the repairs being done inhouse. However, there is an increase in ISP fingerprinting due to increased fingerprinting for business license holders and others and an increase in operating supplies. Commissioner Decker

inquired about the overtime, and the Mayor explained that he is estimating a decrease in overtime due to the Police Department being fully staffed.

Mayor Kahl asked whether anyone in the audience had comments on the Police proposed budgets. There was no response.

Director of Planning and Community Development, Ty Livingston, and Director of Buildings and Inspections, Robert Cole, came up to the podium to present the proposed Planning and Community Development and Buildings and Maintenance budget. Dues, subscriptions and publications are estimated to be up by 25% due to meeting notices and publication fees for legal advertisements. Geographic Information System (GIS) expenses is estimated to be up 50% due to bringing in a contractor to do more GIS work. He asked the council's perspective on the farmer's market as it has continued to struggle. Mayor Kahl inquired as to whether the city continues the Farmer's Market in the future. Director Livingston explained that it is a great way to bring the community together. There was a discussion about having a challenge to get more farmers to the market. Commissioner Hill is in favor of the Farmer's Market to bring people to the promenade. There was a discussion about the increase in expenses due to costs of entertainment. Director Livingston explained that there needs to be work on some sidewalks due to their condition. He commented on a community branding initiative that will likely need wayfinding signs and other expenses and permitting software that is being looked into and the expense will be needed for it. Mayor Kahl asked about changes to the vacant and foreclosed property registration. Director Livingston explained that they are looking into some changes and the city is estimated to receive \$27,000 to \$30,000 for revenues from the vacant and foreclosed property registration program.

Director Cole presented the Buildings and Maintenance budgets. He commented on revenues and fees from the department, including permit fees, electrical aggregation, code enforcement receipts, and trying to get liens paid. He presented Public Property expenses that include an increase with having positions fully filled. He commented on taking care of around 40 buildings and thanked his staff of two for the work they do. He commented on part-time wages and eliminating one fulltime code enforcement official. Contractual fees included an increase due to an increase in the cleaning services contract. Director Cole commented on estimated decrease in training with an increase in dues and subscriptions for new code books. The department is requesting a new vehicle for the HVAC tech because of the repair costs for the current vehicle. He commented on demolition expenses and potential future expenses. Director Livingston commented on getting properties repaired or getting a new owner being the best outcome. Director Cole explained that there is an upgrade to the fuel pumps and a new fuel card policy that should help with maintenance of vehicles. He commented on the building construction and improvements line item that is for improvements and several projects throughout the city.

Mayor Kahl asked whether anyone in the audience had comments on the proposed Planning and Community Development and Buildings and Maintenance budgets. There was no response.

There was a discussion about increases in contractual services in Information Technology due to no longer having IT personnel on staff. There are also savings due to decreased benefit expenses. Mayor Kahl asked the City Council to go through the operational budget and make any recommendations.

Mayor Kahl asked if there was anyone in the audience who wished to make comments. There was no response.

Motion by Commissioner Hill, seconded by Commissioner Decker; 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 6:55 P.M.

/s/ Morgan R. Cadwalader

Morgan R. Cadwalader, City Clerk

RESOLUTION NO. 1920-116

February 18, 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. 19 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 \$5,470,313.87
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

DATE: 02/13/20
TIME: 16:51:12
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

PAGE: 1

GENERAL CORPORATE FUND
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-01-1-100	OFFICE DEPOT	COPY PAPER	1.09
		STAPLES	0.27
		CALCULATOR SPOOL	1.83
		CORRECTION TAPE, TISSUE	1.83
01-01-2-014	MILLER HALL & TRIGGS	01/20 DEMOLITION LEGAL FEES	4,490.40
01-01-2-069	MILLER HALL & TRIGGS	01/20 RECORDING/FILING FEES	47.40
01-01-2-070	MILLER HALL & TRIGGS	01/20 TRAVEL EXPENSES	154.04
		01/20 MISC FEES	767.00
		01/20 POSTAGE	110.65
01-01-3-035	IL FIRE & POLICE COMM ASSOC	2020 MEMBERSHIP DUES	375.00
01-01-3-070	UNITY POINT HEALTH	CARDIOLOGY	1,842.00
	STEVE WOODY	POLYGRAPHS	1,200.00
	IWIRC	PHYSICAL #20272538	462.66
01-01-4-021	MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATES	2,272.00
01-01-4-100	OFFICE DEPOT	COPY PAPER	0.66
		STAPLES	0.16
		CALCULATOR SPOOL	1.10
		CORRECTION TAPE, TISSUE	1.10
01-01-5-100	OFFICE DEPOT	COPY PAPER	2.19
		STAPLES	0.54
		CALCULATOR SPOOL	3.66
		CORRECTION TAPE, TISSUE	3.67
01-02-0-021	L&S LABEL PRINTING	PR CHECKS	600.58
01-02-0-035	IL GOVERNMENT FINANCE OFFICERS	2020 IGFOA MEMBERSHIP	250.00
01-02-0-040	CITY OF E P INS ESCROW RESERVE	4/2020 GROUP INSURANCE PREMIUM	203,530.00
	MORTON COMMUNITY BANK	HD/HSA CITY PORTION	1,050.00
	CONSOCIATE GROUP	GROUP INSURANCE	40,156.66
		ADMIN FEES	8,757.96
01-02-0-070	AAA CERTIFIED CONFIDENTIAL	CH CONFIDENTIAL SHREDDING	44.70
	OSF OCCUPATIONAL HEALTH	DRUG SCREEN	36.00
01-02-0-100	OFFICE DEPOT	COPY PAPER	1.64
		STAPLES	0.41
		CALCULATOR SPOOL	2.74
		CORRECTION TAPE, TISSUE	2.75
01-03-0-035	IL ENTERPRISE ZONE ASSOC	IEZA MEMBERSHIP	200.00
	JOURNAL STAR	LEGAL NOTICES	71.76
		LEGAL NOTICES	374.40
01-03-0-100	OFFICE DEPOT	COPY PAPER	4.37
		STAPLES	1.08
		CALCULATOR SPOOL	7.31
		CORRECTION TAPE, TISSUE	7.33
		CORRECTION TAPE, TISSUE	1.83
01-04-0-070	NENA HARDWARE	FLEX MAGNET	19.78
	PARTSMASTER	MACHINE SCREWS, THERMAPOD	151.58
01-04-0-110	CINTAS CORPORATION	VM UNIFORMS, TOWELS	121.62
		VM UNIFORMS, TOWELS	123.53
		MATS	72.07

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-04-0-110	CINTAS CORPORATION	MATS	72.07
		VM UNIFORMS, TOWELS	135.75
		VM UNIFORMS, TOWELS	150.19
		VM UNIFORMS, TOWELS	146.72
01-04-0-127	IL OIL MARKETING	LIFT INSTALLATION	1,500.00
01-05-0-019	BAYNARD PLUMBING	PLUMBING INSPECTIONS	230.00
		PLUMBING INSPECTIONS	206.25
	SAFETY FIRST	LIFE SAFETY INSPECTIONS	700.00
	RICHARD YOUNG	ELECTRICAL INSPECTIONS	2,151.00
01-05-0-020	ALTORFER	EMERGENCY GENERATOR - PM	553.28
	CENTRAL CLEANING SERVICE	DECEMBER CLEANING - CH	1,300.00
		DECEMBER CLEANING - PD	1,200.00
		DECEMBER CLEANING - PW	1,100.00
	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL - CH	42.00
		PEST CONTROL - CH	42.00
		PEST CONTROL - 400 RICHLAND	28.00
	PERSONAL TOUCH SERVICE	CLEANING SERVICES - PW	1,075.25
		CLEANING SERVICES - FAC. MGMNT	641.33
		CLEANING SERVICES - RIVERFRONT	393.75
		CLEANING SERVICES - PD/FD	1,660.42
		CLEANING SERVICES - PW	190.83
	BRIAN J. HELLER	HEARINGS	141.05
01-05-0-035	INTERNATIONAL CODE COUNCIL	ANNUAL MEMBERSHIP DUES	135.00
01-05-0-045	AMEREN ILLINOIS	1/2020 POWER - CITY BUILDINGS	1,130.81
		2/20 POWER - CITY BUILDINGS	1,140.61
	CONSTELLATION NEW ENERGY	GAS - CITY BUILDINGS	324.42
	FONDULAC LIBRARY	12/24/19-1/25/20 CP	200.60
		12/24/19-1/25/20 CH	558.66
		12/24/19-1/25/20 DELIVERY	757.33
		12/24/19-1/25/20 CP	145.11
		12/24/19-1/25/20 CH	362.78
		12/24/19-1/25/20 DELIVERY	808.41
01-05-0-050	IX CONTROLS	ESC ROUTER INTEGRATION	1,038.53
		CIVIC PLAZA HVAC CONTROLS	285.00
	S & S BUILDERS HARDWARE	HOUSING AUTHORITY DOOR	1,348.66
01-05-0-051	JOHNSTONE SUPPLY	AHU BELT REPLACEMENT	7.67
	LOWES HOME IMPROVEMENT	CONCRETE ANCHORS	35.97
		OSCILLATING TOOL BLADE	38.44
		TOOL HANGER	34.17
	S & S BUILDERS HARDWARE	DOOR CLOSER	336.00
01-05-0-052	AUTOZONE COMMERCIAL	BEARINGS, HUB ASSEMBLY	85.98
	E P TIRE & VULCANIZING	TIRE REPAIR	30.00
	O'REILLY AUTO PARTS	WIPER BLADES	27.85
01-05-0-070	AIRGAS USA LLC	CYLINDER LEASE RENEWAL	90.00
	MILLER-BATTERIES PLUS	BATTERIES	7.20
	CONNOR CO CORPORATE OFFICE	STEEL NIPPLE TRAYS	73.58
		MISC PLUGS, COUPLINGS, UNIONS	235.87

GENERAL CORPORATE FUND
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-05-0-100	OFFICE DEPOT	COPY PAPER	5.46
		STAPLES	1.35
		CALCULATOR SPOOL	9.14
		CORRECTION TAPE, TISSUE	9.17
01-05-0-110	IL OIL MARKETING	SPILL KIT	51.86
	LOWES HOME IMPROVEMENT	CAUTION TAPE	6.16
01-05-0-121	THE HOME DEPOT PRO	DISPENSER	64.20
		PAPER PRODUCTS, LINERS	921.78
		LINER, AIR FRESHNER	87.69
		DISC BRUSH	138.00
		PAPER PRODUCTS	88.26
		CLEANING SUPPLIES	890.85
		PAPER PRODUCTS	44.13
		PAPER PRODUCTS, LINERS	213.17
		LINERS	84.96
01-05-0-151	CONNOR CO CORPORATE OFFICE	AHU-3 REPLACEMENT	2,303.72
		AHU-3 REPLACEMENT	232.59
		HVAC UPGRADE	514.27
		HVAC UPGRADE	69.17
01-06-0-020	HEART TECHNOLOGIES, INC	06/19 BACKUP AGREEMENT	1,650.00
		06/19 GATEWAY SERVICE	450.00
01-06-0-045	AT&T	1/5/20-2/4/20 PHONE	1,792.42
	COMCAST	MONTHLY CABLE/INTERNET	195.16
	I3 BROADBAND	MONTHLY CABLE/INTERNET	925.42
	OPEN TEXT INC	FAX2MAIL BILLING	100.00
	TOUCHTONE COMMUNICATIONS	1/2020 LONG DISTANCE	58.69
01-06-0-048	CDS OFFICE TECHNOLOGIES	PW COPY CHARGES	63.24
		CH COPY CHARGES	174.00
		PD COPY CHARGES	40.95
	THE TREE HOUSE INC	TONER	199.80
01-06-0-100	OFFICE DEPOT	COPY PAPER	1.09
		STAPLES	0.27
		CALCULATOR SPOOL	1.82
DEPARTMENT TOTAL:			301,616.68
			=====

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:12
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

EMERGENCY SERV & DISASTER AST
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
02-00-0-045	AMEREN ILLINOIS	1/2020 POWER - ESDA	52.95
		2/20 POWER - ESDA	52.16

		DEPARTMENT TOTAL:	105.11
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-018	TAZEWELL COUNTY (ANIMAL)	1/2020 ANIMAL CONTROL	2,396.00
03-00-0-020	STEVE ROEGGE	MOVING EXPENSES	1,414.00
03-00-0-021	P.F. PETTIBONE & CO.	BUSINESS CARDS - PD	146.60
03-00-0-025	COLLEGE OF DUPAGE	DRONE OPERATOR - BILLINGSLEY	799.00
	MACON COUNTY LAW ENFORCEMENT	LAW ENFORCEMENT ACADEMY-APPELL	6,274.00
03-00-0-030	RAY O'HERRON CO., INC.	NAME BAR	19.66
03-00-0-035	LEXISNEXIS RISK DATA MNGMT	1/2020 COMMITMENT	150.00
03-00-0-045	AMEREN ILLINOIS	1/2020 POWER - PD BUILDINGS	156.50
		2/20 POWER - POLICE BUILDINGS	159.99
	CONSTELLATION NEW ENERGY	GAS - PD BUILDINGS	427.01
03-00-0-050	LOWES HOME IMPROVEMENT	TAX CORRECTION REFUND	-2.02
		EXTENSION CORD	25.76
	SHERWIN-WILLIAMS	PAINT SUPPLIES	61.88
		PAINT SUPPLIES	57.03
		CREDIT-PAINT SUPPLIES RETURNED	-61.88
	WASTE MANAGEMENT	DUMPSTER TIPPING FEES	62.74
03-00-0-051	RAGAN COMMUNICATIONS, INC.	DVR INSTALL	102.20
		SERVICE - POWER OUTAGE	142.50
	CHRISTENBERRY SYSTEMS & ALARM	MISC. SERVICE WORK	142.50
03-00-0-052	AUTOZONE COMMERCIAL	BRAKE PADS, ROTORS	259.98
		TIE ROD ENDS, RACK & PINION	931.90
		BRAKE PADS	41.99
		SWAY BAR	117.99
		SOLENOID	37.79
	UFTRING AUTOMALL	STROBE LIGHT SOCKET	664.32
	RAY DENNISON CHEVROLET INC.	DUCT	89.25
	GOODYEAR AUTO SERVICE CENTER	OIL CHANGE	22.45
		OIL CHANGE	41.50
		OIL CHANGE	41.50
		OIL CHANGE	22.45
		OIL CHANGE	41.50
		OIL CHANGE	22.45
	INTERSTATE BATTERY SYSTEM OF	BATTERY	221.95
	RED CARPET CAR WASH	DETAIL SERVICE	50.00
		1/2020 CAR WASHING SERVICES	400.00
	SAFELITE FULFILLMENT, INC	WINDSHIELD REPAIR	537.97
	WAL-MART COMMUNITY	HEADLIGHTS, WIPER BLADES	118.45
03-00-0-053	RAGAN COMMUNICATIONS, INC.	RADIO REPAIR	100.00
		SPEAKER MIC	316.70
03-00-0-070	AAA CERTIFIED CONFIDENTIAL	PD CONFIDENTIAL SHREDDING	80.00
		PD CONFIDENTIAL SHREDDING	80.00
	OSF OCCUPATIONAL HEALTH	DRUG SCREENS	161.00
	TRANS UNION LLC	BACKGROUND CHECKS	239.88
	THOMAS P. HIGGINS	HEARINGS	100.00
03-00-0-072	IL STATE POLICE	EP LIQUOR CONTROL COMMISSION	56.50
03-00-0-100	OFFICE DEPOT	OFFICE SUPPLIES	66.03
		OFFICE SUPPLIES	68.21

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-115	AG-LAND FS, INC.	01/20 FUEL	9,635.81
03-00-0-121	THE HOME DEPOT PRO	PAPER PRODUCTS	102.63

		DEPARTMENT TOTAL:	27,143.67
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-025	BRADLEY REINHART	REIMBURSMENT-TUITION	900.00
04-00-0-045	CONSTELLATION NEW ENERGY	GAS - FD BUILDINGS	1,251.74
04-00-0-050	ALTORFER	GENERATOR MAINT. - STATION 3	768.00
	HABEGGER CORPORATION	FURNACE PARTS	79.12
	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-STATION 3 (1/21)	34.00
		PEST CONTROL-STATION 4 (1/21)	65.00
		PEST CONTROL-CENTRAL (1/21)	36.00
	LOWES HOME IMPROVEMENT	CAULK, CAULK GUN	24.67
		HOSE, CLAMP	36.48
		PRESSURE GUAGE, TAPE, COUPLING	22.26
	WASTE MANAGEMENT	DUMPSTER TIPPING FEES	62.75
	OGBORN PLUMBING, INC	DRAIN STOPPAGE REMOVAL	130.00
	DH PACE COMPANY	BAY DOOR REPAIR - STATION 3	387.10
		BAY DOOR REPAIR - STATION 3	1,563.80
04-00-0-051	GETZ FIRE EQUIPMENT	RECOUPLING, HYDROTEST	56.00
	MUNICIPAL EMERG SERVICES	SCBA REPAIR, SENSOR, BATTERIES	163.48
04-00-0-052	MILLER-BATTERIES PLUS	INVERTER - BATTALION 1	33.95
	CENTRE STATE INTN'L TRUCKING	FUEL FILTERS - E3	89.88
		FUEL FILTERS - E3	67.72
	GLOBAL EMERGENCY PRODUCTS	LIGHTBULB- E3	51.58
		PUMP BALL VALVE REPAIR - E1	613.59
	INTERSTATE BATTERY SYSTEM OF	BATTERIES - E6	731.70
	O'REILLY AUTO PARTS	OIL/COOLANT FILTERS E-3	54.88
	WAL-MART COMMUNITY	CAR WASH, VEHICLE CLEANERS	55.96
		CAR WAX, LEATHER WIPES	24.80
	ROANOKE MOTOR CO INC	OIL CHANGE - PARA 3	119.79
04-00-0-070	LOWES HOME IMPROVEMENT	GRILL BRUSH	15.66
	WAL-MART COMMUNITY	DISH WAND REFILLS	12.90
04-00-0-072	IL FIRE INSPECTORS ASSOC	2020 FIRE/LIFE SAFETY CONF.	325.00
04-00-0-100	OFFICE DEPOT	DIVIDERS, BINDERS	39.78
		10-TAB DIVIDERS	5.71
04-00-0-110	MUNICIPAL EMERG SERVICES	NEW HIRE HELMETS	487.10
		TURNOUT COAT REPAIR	262.62
04-00-0-115	AG-LAND FS, INC.	01/20 FUEL	3,219.50
04-00-0-121	THE HOME DEPOT PRO	LAUNDRY PRODUCTS, BLEACH	161.58
		DISH SOAP, CLOROX WIPES	202.96
		LAUNDRY SOAP, PAPER TOWELS	127.19
04-00-0-128	TELEFLEX FUNDING LLC	NEEDLES, STABILIZERS	612.50
	BOUND TREE CORPORATION	GAUZE, DRESSING, GLVOES, MASKS	296.97
		GLOVES	123.30
		NASOPHARYNGEAL AIRWAYS	4.94
		NASOPHARYNGEAL AIRWAYS	7.41
		SYRINGES, TUBING, NEBULIZERS	676.71
04-00-0-160	RNS ELECTRIC, INC	GENERATOR INSTALL - STATION 4	7,875.00
	ALTORFER	NEW GENERATOR - STATION 4	24,994.00
04-00-0-180	AMBULANCE BILL OVERPAYMNT	REFUND OVERPAYMENT	254.36
		REFUND OVERPAYMENT	200.00

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-180	AMBULANCE BILL OVERPAYMNT	REFUND OVERPAYMENT	20.00
		REFUND OVERPAYMENT	9.00
	ANDRES MEDICAL BILLING (AMB)	DECEMBER COLLECTIONS	3,400.64

		DEPARTMENT TOTAL:	50,759.08
			=====

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

SOLID WASTE
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
05-00-0-018	MIDWEST FIBER	12/19 TIPPING FEES	5,439.10
05-00-0-052	ALTORFER	COUPLINGS	156.11
		COUPLINGS, SLEEVE	128.65
	MACK SALES & SERVICE OF MORTON	MOTOR/BLOWER, RESISTOR	199.13
		MOTOR/BLOWER	190.57
		TRANSMISSION	503.51
		BREATHER	9.98
	EJ EQUIPMENT	CLAMP	69.89
	E P TIRE & VULCANIZING	TIRES	1,426.80
		TIRES, RECAPS	1,810.70
	JX TRUCK CENTER - MORTON	TRANSMISSION	6,935.54
	TRUCK CENTERS INC	GASKET, SWITCH ASSEMBLY	118.24
05-00-0-115	AG-LAND FS, INC.	01/20 FUEL	8,129.10

		DEPARTMENT TOTAL:	25,117.32
			=====

APPROVED FOR PAYMENT BY:

STREET & BRIDGE FUND
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
11-00-0-020	A CUT ABOVE TREE SERVICE	139 STEWART TREE REMOVAL	800.00
11-00-0-052	AUTOMOTIVE SPRING	LEAF SPRINGS	823.34
	AUTOZONE COMMERCIAL	PULLEY PULLER	40.00
		BRAKE PADS, ROTORS, BEARINGS	645.97
		BRAKE SHOES, HOSE, CALIPERS	565.91
		LINE CONNECTOR	21.99
	BEST DISTRIBUTING INC	HEAT SHRINK SPLICE	51.70
	ALTORFER	PIN	8.40
		LATCH	61.91
	CENTRE STATE INTN'L TRUCKING	VALVE KIT	47.13
		GASKET KIT, FILTER KIT	206.33
		TUBING, O RING, BOLT	97.87
		SHACKLE, BRACKET, BOLT CRANK	173.42
	E P TIRE & VULCANIZING	MOUNT/DISMOUNT, VALVE STEM	83.95
		TIRE REPAIR	135.95
		RECAPS, CASINGS	603.90
		CASING	60.00
		TIRES	2,400.24
		FLAT REPAIR	59.50
		FLAT REPAIR	64.50
		FLAT REPAIR	69.50
	GRAINGER INC.	MECHANICAL COUNTER - VACTOR	308.00
	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	284.25
	INTERSTATE BATTERY SYSTEM OF	BATTERY	127.95
	KOENIG BODY & EQUIPMENT INC.	CYLINDER	313.80
	MATHIS-KELLEY	MICRO CHAINS	62.85
	MONROE TRUCK EQUIPMENT	CYLINDER	690.01
	MUTUAL WHEEL COMPANY	STROBE LIGHT	184.80
		U-BOLT ROD, NUTS, WASHERS	38.08
	O'REILLY AUTO PARTS	TRANSMISSION LINE	56.34
		BREAK CABLE, O-RING, SEAL	169.96
	ROLAND MACHINERY CO.	PLOW BLADE	1,510.00
	TRUCK CENTERS INC	FILTER KIT	187.83
	CHEMCO INDUSTRIES INC	PETROBREAK	199.80
11-00-0-055	DOOLEY BROS	SEDIMENT LOG/STRAW WAFFLES	70.00
11-00-0-070	AIRGAS USA LLC	WELDING GASES	74.39
		CYLINDER LEASE RENEWAL	540.00
	AUTOZONE COMMERCIAL	BRAKE FLUID	119.76
	CENTRAL POOL SUPPLY INC.	STRAINER HOUSING	88.19
	HI LINE SUPPLY COMPANY	ADAPTER, COUPLING, SOLDER	30.42
	IL OIL MARKETING	BULKHEAD FITTING, SUCTION HOSE	324.59
	LOWES HOME IMPROVEMENT	ROTARY TOOL	71.71
		TAPE, MASKING PAPER	28.07
		KEYS, KEY TAGS	40.94
		SCOOP	72.16
		METAL STRAP, SCREWS	19.25
		KEYS	11.30

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

STREET & BRIDGE FUND
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
11-00-0-070	LOWES HOME IMPROVEMENT	GROUNDING PLUG	29.24
		PUSH BROOM	19.79
	MATHIS-KELLEY	MICRO CHAIN	20.95
	SUNBELT RENTALS INC	BAUER SUCTION/DISCHARGE HOSE	620.00
11-00-0-110	ALTORFER	BIBS, JACKET	183.85
		RAIN JACKETS, PANTS, NOZZLES	142.35
	SENTRY SAFETY SUPPLY, INC	PLACARDS	56.35
		HAZMAT SIGNS	147.61
11-00-0-115	AG-LAND FS, INC.	01/20 FUEL	7,112.98
11-00-0-122	CARGILL INC-SALT DIVISION	ROAD SALT	14,217.33
		ROAD SALT	3,331.02
		ROAD SALT	5,245.34
		ROAD SALT	11,154.14
		ROAD SALT	8,350.66
		ROAD SALT	8,254.81
		ROAD SALT	20,172.38
	TAZEWELL COUNTY ASPHALT CO INC	UPM COLDMIX	2,557.10
	CHEMCO INDUSTRIES INC	SALT OFF	835.00
11-00-0-127	CENTRAL POOL SUPPLY INC.	STRAINER HOUSING-BRINE MACHINE	88.19
	GRAINGER INC.	BALL VALVE - BRINE APPLICATOR	497.43
11-00-0-129	AUTOZONE COMMERCIAL	CLEANING SUPPLIES	31.58
	BESSLER WELDING INC	MAILBOX REPAIR	588.69
		MAILBOX REPAIR	186.30
	LOWES HOME IMPROVEMENT	MAILBOX	34.45
	MIDWEST CONSTRUCTION	SIGNS	870.91
	WHITE DISTRIBUTION & SUPPLY	SCREWS, WASHERS, HEX NUTS	94.31
	SPRINGFIELD ELECTRIC SUPPLY	BEAM CLAMP	39.77

DEPARTMENT TOTAL:			97,528.49
			=====

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

STREET LIGHTING FUND
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
16-00-0-046	AMEREN ILLINOIS	1/2020 POWER - STREET LIGHTING	13,902.02
		1/20 POWER TRAFFIC LIGHTING	1,273.30
		2/20 POWER - STREET LIGHTING	10,330.54

		DEPARTMENT TOTAL:	25,505.86
			=====

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

WORKERS COMP & LIAB
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
18-00-0-040	IL COUNTIES RISK MANAGEMENT	PROPERTY & LIABILITY	58,950.63
		WORKER'S COMPENSATION	22,329.00

		DEPARTMENT TOTAL:	81,279.63
			=====

APPROVED FOR PAYMENT BY:

EASTSIDE CENTRE
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
21-01-0-020	CENTRAL CLEANING SERVICE	DECEMBER CLEANING - ESC	1,275.00
	PERSONAL TOUCH SERVICE	CLEANING SERVICES - ESC	1,572.92
21-01-0-033	CONSTELLATION NEW ENERGY	GAS - ESC	828.59
21-01-0-036	AMEREN ILLINOIS	2/20 POWER - ESC	19.77
21-01-0-050	LOWES HOME IMPROVEMENT	TOOL HANGER	34.16
21-01-0-118	LOWES HOME IMPROVEMENT	GRILL BRUSH, DISH SOAP	13.27
21-02-0-020	CENTRAL CLEANING SERVICE	DECEMBER CLEANING - ESC	1,275.00
	PERSONAL TOUCH SERVICE	CLEANING SERVICES - ESC	1,572.91
21-02-0-033	CONSTELLATION NEW ENERGY	GAS - ESC	828.59
21-02-0-036	AMEREN ILLINOIS	2/20 POWER - ESC	19.76
21-02-0-050	LOWES HOME IMPROVEMENT	SHOP LIGHT	23.74
		COMMAND STRIPS	12.75
21-03-0-030	AMEREN ILLINOIS	1/2020 POWER - ESC	821.09
		2/20 POWER - ESC	932.47
21-03-0-032	AMEREN ILLINOIS	1/2020 POWER - ESC	19.92
		2/20 POWER - ESC	35.02
21-03-0-034	AMEREN ILLINOIS	1/2020 POWER - ESC	223.81
		2/20 POWER - ESC	222.18
21-03-0-035	AMEREN ILLINOIS	1/2020 POWER - ESC	202.86
		2/20 POWER - ESC	199.34
21-03-0-036	AMEREN ILLINOIS	1/2020 POWER - ESC	59.49
		2/20 POWER - ESC	19.76
21-03-0-152	WASTE MANAGEMENT	DUMPSTER TIPPING FEES	352.85
21-03-0-201	MORTON COMMUNITY BANK	ESC BACKHOE LOAN INTEREST	64.74
21-03-0-231	MORTON COMMUNITY BANK	ESC BACKHOE LOAN PRINCIPAL	1,510.66

		DEPARTMENT TOTAL:	12,140.65
			=====

APPROVED FOR PAYMENT BY:

HOTEL-MOTEL TAX
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
23-00-0-020	E P CHAMBER OF COMMERCE	EXECUTIVE SALARY	1,375.00
23-00-0-025	IL DEPARTMENT OF AGRICULTURE	PEST CONTROL LICENSE	60.00
23-00-0-074	AMEREN ILLINOIS	1/2020 POWER - FOL	493.13
		2/20 POWER - FOL	293.92
23-00-0-150	AMEREN ILLINOIS	1/2020 POWER - WW	2,941.11
		2/20 POWER - WINTER WONDERLAND	817.91
23-00-0-151	AMEREN ILLINOIS	1/2020 POWER - FESTIVAL BLDNG	154.51
		2/20 POWER - FESTIVAL BUILDING	152.97
	CENTRAL CLEANING SERVICE	DECEMBER CLEANING - FEST BLDG	425.00
	CONNOR CO CORPORATE OFFICE	MOP SINK PROJECT	226.22
		MOP SINK PROJECT	161.61
		HVAC DUCTWORK	75.97
		CREDIT - MOP SINK	-45.45
		MOP SINK PROJECT	397.41
		PVC P-TRAP FOR MOP SINK	1.26
	CONSTELLATION NEW ENERGY	GAS - FESTIVAL BUILDING	708.02
	GRAINGER INC.	GATE - IT AREA	202.76
	LOWES HOME IMPROVEMENT	SPRAY PAINT	11.37
		TOOL HANGER	51.24
	PERSONAL TOUCH SERVICE	CLEANING SERVICES - FEST BLDNG	420.83
	THE HOME DEPOT PRO	POLISHING PADS	17.60
	SUNBELT RENTALS INC	SAW, BLADES	130.64
23-00-0-152	LOWES HOME IMPROVEMENT	CHAIN	101.05
		CASTER	64.12
	WASTE MANAGEMENT	DUMSTER TIPPING FEES	352.84
23-00-0-153	AG-LAND FS, INC.	SALT	889.23
	WASTE MANAGEMENT	DUMPMSTER TIPPING FEES	352.85
DEPARTMENT TOTAL:			10,833.12

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

CAMP STREET TIF
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
25-00-0-014	MILLER HALL & TRIGGS	01/20 CAMP ST LEGAL TIF	413.70
25-00-0-201	MORTON COMMUNITY BANK	STEAK N SHAKE LOAN INTEREST	3,218.17
25-00-0-231	MORTON COMMUNITY BANK	STEAK N SHAKE LOAN PRINCIPAL	28,674.42

		DEPARTMENT TOTAL:	32,306.29
			=====

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

W. WASHINGTON ST TIF
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
26-00-0-014	MILLER HALL & TRIGGS	01/20 WASH ST LEGAL TIF	413.70
26-00-0-070	CLIPPERCREEK, INC	EV CHARGING STATION	2,701.00

		DEPARTMENT TOTAL:	3,114.70
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-00-0-825	E P DRAINAGE AND LEVEE DIST.	2018	43.56
		2019	43.56
50-50-0-014	MILLER HALL & TRIGGS	01/20 LEGAL FEES/RETAINER	58,113.05
50-50-0-020	CHRISTENBERRY SYSTEMS & ALARM	ALARM MONITORING	347.88
50-50-0-021	L&S LABEL PRINTING	UTILITY BILLS	393.98
		WS CHECKS	600.58
50-50-0-023	MAILFINANCE	CH POSTAGE LEASE	270.87
50-50-0-040	CITY OF E P INS ESCROW RESERVE	4/2020 GROUP INSURANCE PREMIUM	26,220.00
50-50-0-045	AZAVAR AUDIT SOLUTIONS	TELECOMMUNICATIONS AUDITS	277.16
		TELECOMMUNICATIONS AUDITS	277.16
	AMEREN ILLINOIS	2/20 POWER	178.44
50-50-0-047	AMEREN ILLINOIS	1/20 POWER FOR PUMPING	4,357.91
		2/20 POWER FOR PUMPING	4,635.37
	CONSTELLATION NEW ENERGY	1/2020 GAS - WATER	2,897.48
50-50-0-050	LOWES HOME IMPROVEMENT	HOSE CLAMP, FLEX TAPE, FITTING	52.31
		CHAIN, BOLT CUTTER	50.53
		CONCRETE ANCHORS	34.51
		JOINT COMPOUND, BRUSH	16.10
		CARBON MONOXIDE DETECTOR	42.74
		DOOR KNOB	8.54
		ELECTRICAL BOX COVER	8.09
	THERMA-STOR PRODUCTS	DEHUMIDIFIER REPAIR	200.99
50-50-0-051	MILLER-BATTERIES PLUS	BATTERIES	5.99
50-50-0-052	VERIZON CONNECT NWF INC	GPS FOR VEHICLES - WATER	142.12
50-50-0-070	CINTAS CORPORATION	MATS	72.07
	LIBERTY TERMITE & PEST CONTROL	ANNUAL TERMITE RENEWAL	250.00
		PEST CONTROL - PW	95.00
	OFFICE DEPOT	COFFEE	80.80
	OSF OCCUPATIONAL HEALTH	DRUG SCREENING	161.00
50-50-0-071	HARRIS COMPUTER SYSTEMS	BANK FEES	270.54
50-50-0-100	OFFICE DEPOT	POST IT DISPENSERS	60.77
		PENS, HAND SANITIZER	39.15
		STAMP INK	62.97
50-50-0-115	AG-LAND FS, INC.	1/2020 FUEL	4,064.56
50-50-0-121	LOWES HOME IMPROVEMENT	EXTENSION CORD	47.46
		HEAT TAPE	23.26
50-50-0-123	CORE & MAIN	COUPLING, TUBING	317.94
50-50-0-124	HAWKINS INC	AZONE-15	930.00
	BRENNTAG MID-SOUTH, INC	CHLORINE	961.00
		DRUM RETURN	-212.50
		SODIUM HYPOCHLORITE	1,976.80
		DRUM RETURN	-650.00
		DRUM RETURN	-850.00
		DRUM RETURN	-150.00
		DRUM RETURN	-400.00
		DRUM RETURN	-250.00
		CHLORINE	1,253.00

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER
 INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-124	BRENNTAG MID-SOUTH, INC	CHLORINE	927.00
		CHOLRINE	944.00
		HYDROFLUOSILICIC ACID	550.00
		CHLORINE	700.00
50-50-0-127	MILLER-BATTERIES PLUS	PHONE CHARGER CABLE	16.15
	CORE & MAIN	SNIPPER, TUBING CUTTER, WRENCH	145.26
	LOWES HOME IMPROVEMENT	EXTENSION CORD	60.29
50-50-0-180	WATER DEPOSIT REFUNDS	116 MARY PL	68.96
		118 W GLEN	53.44
		100 HIGHVIEW CT	53.44
	W & S BILL OVERPAYMENT REFUND	OVERPAYMENT -701 PINECREST	3,025.50
50-51-0-025	TOM HATHAWAY	REIMBURSEMENT - MEAL, HOTEL	560.03
50-51-0-035	JOURNAL STAR	EMPLOYMENT ADVERTISEMENT	635.00
50-51-0-040	CITY OF E P INS ESCROW RESERVE	4/2020 GROUP INSURANCE PREMIUM	18,575.00
50-51-0-047	AMEREN ILLINOIS	1/20 POWER FOR PUMPING	1,694.59
		2/20 POWER FOR PUMPING	1,851.34
	CONSTELLATION NEW ENERGY	1/2020 GAS - SEWER	8,344.79
50-51-0-050	LOWES HOME IMPROVEMENT	GARAGE DOOR PULLEY	14.40
	QUALITY WATER SOLUTIONS INC	R.O. MAINTERNANCE	125.00
	ROGERS SUPPLY CO INC	FLOOD REPAIR	169.70
	SPRINGFIELD ELECTRIC SUPPLY	STARTER	503.92
50-51-0-052	VERIZON CONNECT NWF INC	GPS FOR VEHICLES - SEWER	142.13
50-51-0-080	MFC	HYDRAULIC TIE BOLT CYLINDER	100.00
	WAL-MART COMMUNITY	PLANT 1 SUPPLIES	84.30
50-51-0-087	TAZEWELL COUNTY LANDFILL	SLUDGE	3,043.66
50-51-0-127	HAWKINS INC	POLYMER	3,718.23
	WAL-MART COMMUNITY	PHONE CHARGERS	63.53
50-53-0-040	CITY OF E P INS ESCROW RESERVE	4/2020 GROUP INSURANCE PREMIUM	1,675.00
50-53-0-115	AG-LAND FS, INC.	1/2020 FUEL	1,016.06
50-55-0-053	MILLER-BATTERIES PLUS	CHARGER, CABLE	25.10
		BATTERY - SPRINGFIELD RD	71.90
	SENTRY SAFETY SUPPLY, INC	SAFETY SIGNS	200.90
50-55-0-160	MILLER-BATTERIES PLUS	BATTERIES FOR LOCATOR	17.95
	GRAINGER INC.	CAPACITOR	80.56
	SPRINGFIELD ELECTRIC SUPPLY	PANEL	879.72
	WATER PRODUCTS BLOOMINGTON	AIR VALVE REPAIR KIT	125.60
50-56-0-170	WILLIAMS BROTHERS CONSTRUCTION	WWTP CONSTRUCTION	2,078,088.62
		WWTP CONSTRUCTION	1,507,293.67
50-57-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	19,588.71
		ERI LOAN INTEREST	1,310.70
		DEPARTMENT TOTAL:	3,763,916.89

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

RIVERBOAT GAMING TAX FUND
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
80-00-0-165	CITY OF PEORIA	11/19 50% WAGERING TAX	144,726.89
		OCT/NOV/DEC ADMISSION	83,581.00
		12/19 50% WAGERING TAX	149,588.04
80-00-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	21,668.04
		ERI LOAN INTEREST	1,449.84

		DEPARTMENT TOTAL:	401,013.81
			=====

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

PAYROLL HOLDING ACCTS
INVOICES DUE ON/BEFORE 02/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
99-99-9-998	WAGES PAID	2/15/20 GF PAYROLL	551,893.06
		2/15/20 WS PAYROLL	86,039.51

		DEPARTMENT TOTAL:	637,932.57
			=====

APPROVED FOR PAYMENT BY:

DATE: 02/13/20
TIME: 16:51:13
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

FINAL TOTALS
INVOICES DUE ON/BEFORE 02/15/2020

GENERAL CORPORATE FUND	301,616.68
EMERGENCY SERV & DISASTER AST	105.11
POLICE PROTECTION FUND	27,143.67
FIRE PROTECTION FUND	50,759.08
SOLID WASTE	25,117.32
STREET & BRIDGE FUND	97,528.49
STREET LIGHTING FUND	25,505.86
WORKERS COMP & LIAB	81,279.63
EASTSIDE CENTRE	12,140.65
HOTEL-MOTEL TAX	10,833.12
CAMP STREET TIF	32,306.29
W. WASHINGTON ST TIF	3,114.70
WATER & SEWER	3,763,916.89
RIVERBOAT GAMING TAX FUND	401,013.81
PAYROLL HOLDING ACCTS	637,932.57

GRAND TOTAL	5,470,313.87
	=====



**City of East Peoria
Department of Buildings & Inspections
Facilities Management Division
401 W. Washington Street
East Peoria, IL 61611**

DATE: January 29, 2020
TO: The Honorable Mayor and City Council
THRU: Mark Hill, Commissioner of Accounts and Finance
John Knapp, Fire Chief, Steve Roegge, Police Chief
FROM: Robert Cole, Director of Buildings & Inspections 
SUBJECT: Public Safety Building Emergency Power Generator Replacement

DISCUSSION: The existing generator transfer switch failed last November 2019, and parts are no longer available for both the generator and transfer switch. Because of the safety issues concerning the need to supply emergency backup power to critical equipment in the event of a utility loss the City purchased the new transfer switch from Altorfer Cat Power Systems knowing delivery would takes 4-6 weeks. This gave the City time to seek the labor from electrical service contractors for the removal and installation of the replacement using the existing generator.

The City sought bids and received (2) two competitive bids and the lowest responsible bid was from RNS Electric Inc.in the amount of \$7,985.00.

RECOMMENDATION: Accept the lowest responsible bid received from RNS Electric Inc. in the amount of \$7,985.00 for electrical work to install the emergency power generator transfer switch at Public Safety Building.

File:RC doc. 01292020

RESOLUTION NO. 1920-107

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BID
FOR ELECTRICAL WORK TO REPLACE THE EMERGENCY POWER GENERATOR
SWITCH AT THE PUBLIC SAFETY BUILDING**

WHEREAS, the existing generator transfer switch for the City's Public Safety Building failed in November 2019, and parts are no longer available for both the generator and transfer switch; and

WHEREAS, due to the importance of maintaining the back-up power for the Public Safety Building, the City purchased a new transfer switch; and

WHEREAS, the City has now sought bids for the removal of the old equipment and the installation of the new transfer switch using the existing generator and has received the lowest responsible bid from RNS Electric, Inc. in the amount of \$7,985.00; and

WHEREAS, the City hereby finds that it is in the best interest of the City to accept the bid from RNS Electric, Inc. as the lowest responsible bidder for the removal of the old equipment and the installation of the new transfer switch;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the bid from RNS Electric, Inc. for the removal of the old equipment and the installation of the new transfer switch is hereby accepted and approved, and the Mayor or his designee is hereby authorized and directed to enter in a contract with RNS Electric, Inc. for the removal of the old equipment and the installation of the new transfer switch at a total cost of \$7,985.00, together with such modifications therein as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this Resolution until an executed original of such agreement has been delivered to RNS Electric, Inc.

APPROVED:

Mayor

ATTEST:

City Clerk

RNS Electric, Inc.

PO Box 367 Washington, IL. 61571
309-444-5200 / Fax 309-444-5201

Proposal

November 2, 2019

City of East Peoria Public Works
2232 E. Washington St.
East Peoria, IL 61611

Re: Installation of provided transfer switches at **Central Fire Station.**

We propose to supply and install the following material.

- Connection of **owner supplied** temporary generator. This generator will power the UPS panel and panel A.
- Electrical disconnection of existing generator.
- Removal of existing Zenith transfer switch.
- **Installation only of owner supplied ASCO transfer switch.**
- Re-connection of existing generator to new transfer switch.
- Exterior junction box to rework old transfer switch line and load power wiring.

Total Quote: \$7,985.00

This Proposal does not include:

- **Overtime or double time.**
- **Any supply of transfer switch.**
- **Any supply of temporary generator.**
- **Any fuel for generator.**
- **Any sales tax.**

Sincerely,
RNS Electric Inc.

Accepted by:

Ty Slonneger
General Manager

By: _____

Date: _____

Committed to our customers and quality.

PROPOSAL



2101 N. Main Street East Peoria, IL 61611
Electrical Contractors
Phone: (309) 694-1468
FAX: (309) 699-9108

Proposal Submitted To: City of East Peoria ATTN: Robert Cole	Phone: Date: 1-29-20 Fax: Email:
Street:	Job Name: Central Fire Station Transfer Switch Replacement
City, State, Zip Code:	Job Location: 201 W. Washington St East Peoria IL

OBERLANDER ELECTRIC proposes to furnish and install all labor, tools, materials and equipment necessary to do the following electrical work per our interpretation of plans and specifications to include:

- 1) Install owner supplied temporary cables and temp generator
- 2) Disconnect and remove the existing transfer switch and turn over to the owner
- 3) Install the owner provided transfer switch and rework connections into the new switch
- 4) No tax
- 5) Assuming we will not be charged for the electric permit

All labor and materials- \$8,420.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: eight thousand four hundred twenty dollars (\$8,420.00)

Payment to be made as follows
Net - 30 days

all material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

MEMORANDUM

January 31, 2020

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

FROM: City Attorney's Office (Dennis R. Triggs)

SUBJECT: Short Term Lease

DISCUSSION: Pursuant to the attached Resolution the City would approve a Short Term Lease of vacant City property with ICC Group, Inc., contractor for work to be performed on the Interstate 74 Murray-Baker Bridge. The City's overriding interest is that the work be performed in a timely manner and with minimal adverse impact on businesses located in the area. The Short Term Lease therefore seeks only nominal rent but obliges the contractor to minimize the adverse impact on businesses.

RECOMMENDATION: Approval.

RESOLUTION NO. 1920-113

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING A SHORT TERM LEASE BETWEEN
THE CITY OF EAST PEORIA AND ICC GROUP, INC.
FOR THE USE OF VACANT CITY PROPERTY
IN CONNECTION WITH WORK ON THE MURRAY-BAKER BRIDGE**

WHEREAS, the ICC Group, Inc. ("ICC") is the contractor selected by the Illinois Department of Transportation to perform work on the Interstate 74 Murray-Baker Bridge; and

WHEREAS, ICC has approached the City of East Peoria ("City") requesting use of vacant City-owned property adjacent to Interstate 74 for the purpose of storage of material and for a field office in connection with such construction; and

WHEREAS, the City desires to minimize the adverse impact on businesses located within its corporate boundaries; and

WHEREAS, the City is willing to allow ICC to use said City-owned property pursuant to the terms of the Short Term Lease attached hereto;

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 Mayor is authorized and directed to enter into said Short Term Lease together with such changes therein as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this Resolution until an executed copy of the Short Term Lease has been delivered to ICC Group, Inc.

APPROVED:

Mayor

ATTEST:

City Clerk

SHORT TERM LEASE

This **SHORT TERM LEASE** is made as of this _____ day of _____, 2020, by and between the **City of East Peoria**, an Illinois municipal corporation (hereinafter known as "Landlord"), and **ICC Group, Inc.**, an Illinois corporation (hereinafter known as "Tenant").

1. **DESCRIPTION OF PREMISES:** Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, certain real property located adjacent to Interstate 74 in Tazewell County, Illinois, which is more particularly depicted on Exhibit A attached hereto (the "Premises").

2. **UTILITIES AND EQUIPMENT:** Tenant shall pay for all water, gas, heat, light, power, telephone service, and for all other services or utilities supplied to the Premises, if any, used by Tenant.

3. **CONDITION OF PREMISES:** By entry on the Premises under this Lease, Tenant agrees on the last day of the term (or on sooner termination of this Lease) to surrender the Premises and the appurtenances relating thereto to Landlord in at least the same or substantially similar condition as on the date of lease commencement, and to remove all of Tenant's property and debris from the Premises. Landlord makes no representations or warranties of any kind regarding the physical condition, requirements of governmental agencies concerning pollution, contaminants or hazardous wastes, or otherwise, with respect to the Premises. Additionally, upon surrender of the Premises, Tenant shall have caused the entire site and the access road depicted on Exhibit A to have been scraped, leveled and free of ruts or indentations.

4. **TERM:** The term of this Lease shall commence on February 1, 2020 and end at 11:59 P.M. on November 30, 2020.

5. **RENTAL:** The net rental shall be Ten Dollars (\$10.00), which amount shall be paid by Tenant and earned in full by Landlord on or before February 28, 2020.

6. **OTHER CONSIDERATION:** In view of the nominal amount of the rental set forth above Tenant covenants during the construction work on the I-74 Murray Baker Bridge to use its best efforts: (a) to minimize the adverse impact on businesses located within the corporate boundaries of the Landlord, (b) to cause patronage of business located within the corporate boundaries of the Landlord and (c) to generally accommodate the reasonable requests of the Landlord to lessen the inconvenience to Landlord's citizens.

7. **USE OF PREMISES:** The Premises are leased to Tenant for the storage of materials and for a field office.

8. **ZONING, PERMITS, HAZARDOUS SUBSTANCES:** Tenant, at Tenant's own expense, shall comply with all laws and requirements relating to the Premises, and shall indemnify, defend and hold Landlord free and harmless from and against violations of all laws and requirements relating to the Premises, including without limitation, laws and requirements concerning the storage or use of hazardous substances, materials, waste, and toxic substances or air contaminants emitting therefrom ("Hazardous Materials") as such are defined from time to time in the Federal, State and local laws and ordinances in effect during the Lease term. Tenant will not indemnify Landlord if the cause of action was caused by Landlord's negligence or willful misconduct. Upon termination of this Lease, Tenant agrees at Tenant's expense to remove and, if necessary, transport all Hazardous Materials from the Premises, conforming to all legal requirements. Tenant will give Landlord immediate notice of any enforcement activity threatened or taken by any governmental agency.

9. **MAINTENANCE:** Tenant shall care for the Premises and maintain them in good condition, including (without limitation) keeping the Premises free from weeds, trash and debris.

10. **OPERATIONS ON THE PREMISES:** Ancillary to the use of the Premises for storage of materials and for a field office, loading and off-loading of materials and vehicular traffic is permitted. No crushing of concrete or actual work on materials shall occur on the Premises. Normal operating hours shall be from 7:00am to 5:30pm Monday through Saturday. However, deviations from these limited operating hours are permitted when necessitated by work demands and construction deadlines. Tenant shall use its best efforts to minimize noise, dust and any other nuisance arising from its operations on the Premises. For security Tenant shall cause the entire area of the Premises used for its operation to be enclosed by a fence and assure that the gate to same is locked following each work day.

11. **ACCESS TO THE PREMISES:** Until March 29, 2020 Tenant may access the Premises by automobiles and pick-up trucks via the access road parallel to Interstate 74 and as depicted on the Exhibit A. Bass Pro Drive may be used by semi-trucks or other vehicles that cannot execute the sharp turn from River Road on to the access road parallel to Interstate 74. No later than March 29, 2020, Tenant shall cause to be constructed an access road/ramp to the Premises as depicted on Exhibit A and thereafter, Tenant and its invitees shall only use the access road/ramp to access the Premises, excepting only for rare and unavoidable situations where access via the road/ramp is not feasible.

12. **NON-LIABILITY OF LANDLORD FOR DAMAGES:** Tenant shall indemnify, defend and hold Landlord free and harmless from and against, all liability and claims, including (without limitation) costs and attorneys' fees and costs, property damage or personal injury in any way connected with Tenant's use, possession or operation on the Premises, including, without limitation, all claims and liabilities relating to violations of law, including, without limitation, any hazardous materials law or environmental law. Without limitation of the foregoing, Tenant shall be solely responsible for any and all damage to underground pipelines, any and all other utility lines, surface valves and all

other property damage caused by equipment and Tenant's employees, agents, and invitees on the Premises. Tenant further agrees to maintain during the term of this Lease, at Tenant's expense (i) worker's compensation insurance for all of Tenant's employees, that may engage in activities at the Premises, and (ii) comprehensive liability insurance insuring Landlord against liability to any person or persons, arising as an incident to the use of or resulting from any accident occurring in or about the Premises, or the use or condition thereof with combined single limit of not less than Two Million Dollars (\$2,000,000.00). Landlord shall be named as an additional insured under such liability policy of insurance. Such liability insurance shall be primary and not contributing with any other insurance in effect for the Landlord. Tenant shall deliver a Certificate of Insurance with respect to all such insurance in advance of the effective date of this Lease. All of Tenant's covenants and indemnities set forth in this Lease shall survive the expiration or termination of this Lease. Tenant will not indemnify Landlord if the cause of action was caused by Landlord's negligence or willful misconduct.

13. **REMEDIES OF LANDLORD ON DEFAULT:** If Tenant breaches this Lease, Landlord shall have, in addition to all other legal rights or remedies, the right of re-entry, after having given five (5) days' written notice, and the right to take possession thereof. If Landlord elects to re-enter, as provided above, or to take possession under legal proceedings, or under any notice provided for by law, Landlord may terminate this Lease or exercise all other rights and remedies permitted by law.

14. **ATTORNEYS' FEES ON DEFAULT:** In any action or proceeding by either party to enforce this Lease or any provision thereof, the prevailing party shall be entitled to all costs incurred and to reasonable attorney's fees.

15. **ASSIGNMENT OR SUBLETTING:** Tenant may not assign this Lease, or any rights under it, and may not sublet the entire or any part of the Premises without the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. Any attempt by Tenant to assign or sublet any portion of the Premises in violation of this Section 15 shall be null and void.

16. **ENTRY BY LANDLORD AND ITS CONTRACTORS:** Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the right, without cost or compensation to Tenant, at any time during the term of this Lease to enter (and to permit its contractors, agents and employees to enter) upon the Premises for the purpose of conducting inspections, including (but not limited to) surveying, soil testing, environmental testing and other analyses in connection with the Premises as Landlord may desire to perform; provided that Landlord shall use good faith efforts to minimize interference with or disruption of Tenant's use of the Premises in connection with any such entry. Landlord shall indemnify and hold Tenant harmless from and against any loss, cost, liability and expense to a third party directly resulting from Landlord's performance of such investigations or inspections, which indemnity shall survive the termination of this Lease.

17. **HOLDING OVER:** Should Tenant holdover following expiration or termination of this Lease, such holdover shall be on a day to day basis only, at a rate of \$1,000 per day and without limitation of Landlord's right to eject Tenant and exercise its other remedies if such holdover is without Landlord's prior written consent. Tenant hereby waives any rights that Tenant may have or enjoy under Illinois law to holdover at, use or possess the Premises (or any part thereof) beyond the original term of the Lease.

18. **NO RECORDATION:** Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant.

19. **NOTICES:** All notices shall be served at the addresses below unless any party shall provide a different address by written notice given upon at least ten (10) days' notice. Any notice required under this Lease shall be deemed served upon Landlord or Tenant when personally delivered or deposited for mailing by certified mail to the parties at the addresses set forth herein.

The parties hereto have executed this Lease effective as of the day and year first above written.

LANDLORD:

City of East Peoria,
An Illinois Municipal Corporation

By: _____
John Kahl, Mayor

401 W. Washington Street
East Peoria, IL 61611

TENANT:

ICC Group, Inc.
An Illinois Corporation

By: _____
Printed Name: _____
Title: _____

39 W 866 Fabyan Pkwy.
Elburn, IL 60119



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

Commissioners
Dan Decker Mike Sutherland

TO: The Honorable Mayor and the City Council
FROM: Ric Semonski, Supervisor of Streets
DATE: January 28, 2020
SUBJECT: Agreement to Railway Improvements at Carver Lane

DISCUSSION:

As part of a railroad crossing improvement on Carver Lane for the Norfolk Southern Railway, there are improvements to drive approaches that need made according to railway safety requirements for access and visibility.

The Illinois Commerce Commission estimated the project would cost \$78,000.00. This subject was presented and read for the second time at the August 6, 2019 Council meeting. What was presented and approved at that meeting allows the City to be reimbursed for their expenditure as part of this railway crossing improvement.

Since the above mentioned 2019 Council meeting the project has been bid with the only bidder being RA Cullinan & Son, Inc. with a bid of \$91,523.69. This amount in addition to \$13,000 for engineering constitutes a total project cost of **\$104,523.69**. Per agreement with the Illinois Commerce Commission, the City will be reimbursed 100% of this cost.

Please see attached related documentation.

This is not a budgeted expense and has been brought forward by and is a requirement of the Illinois Commerce Commission after the 2019-20 budget season was finalized.

RECOMMENDATION: I recommend that the City approve the Agreement between the City, the Illinois Commerce Commission, Illinois Department of Transportation, and the Norfolk Southern Railway to allow the reimbursement for required improvements to the railway intersection at Carver Lane.

RESOLUTION NO. 1920-108

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING A CONSTRUCTION CONTRACT AND
ENGINEERING CONTRACT FOR IMPROVEMENT OF THE
NORFOLK SOUTHERN RAILWAY RAILROAD CROSSING AT CARVER LANE**

WHEREAS, after a proper and thorough evaluation and review process, the Illinois Commerce Commission (“ICC”) has determined that the railroad crossing for the Norfolk Southern Railway line at Carver Lane in East Peoria needs rehabilitation and improvement in order to improve public safety, access, and visibility for this railroad crossing (the “RR Crossing Improvement Project”); and

WHEREAS, because this Project involves a railroad line and corresponding railroad crossing in the State of Illinois, the ICC oversees and coordinates railroad projects that involve railroad crossings such as this RR Crossing Improvement Project; and

WHEREAS, the RR Crossing Improvement Project consists of installing flashing light signals and gates at the railroad crossing with an appropriate electronic control and remote monitoring system (the “NSF Improvements”) and rehabilitating the highway approach grades and refreshing the advance warning pavement markings (the “City Improvements”); and

WHEREAS, the City has previously entered into an agreement with the ICC, the Norfolk Southern Railway Company, and the Illinois Department of Transportation (“IDOT”) to undertake the RR Crossing Improvement Project for the benefit of the general public under the oversight of the ICC and with IDOT assistance (the “Project Agreement”); and

WHEREAS, under the Project Agreement, the Norfolk Southern Railway Company is responsible for funding and constructing the NSF Improvements provides, while the City is responsible for undertaking and completing the City Improvements and the City will be reimbursed 100% for the construction costs and the related engineering fees incurred by the City for completing the City Improvements; and

WHEREAS, the City has now sought bids for the City Improvements portion of the RR Crossing Improvement Project; and

WHEREAS, R.A. Cullinan & Son, Inc. ("R.A. Cullinan") submitted the lowest responsible bid to complete the City Improvements portion of the RR Crossing Improvement Project at a cost of \$91,523.69; and

WHEREAS, Patrick Meyer and Associates, Inc. will provide engineering services for the City Improvements at a cost not to exceed \$13,000.00; and

WHEREAS, the City Council hereby finds that it is in the best interests of the City to proceed with the City Improvements portion of the RR Crossing Improvement Project and award a construction contract to Cullinan & Son and award an engineering service contract to Patrick Meyer and Associates, Inc. for construction engineering services for the City Improvements;

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 bid from R.A. Cullinan is hereby accepted and approved, and the Mayor is hereby authorized and directed to enter into a contract with R.A. Cullinan in the amount of \$91,523.69 for the City Improvements portion of the RR Crossing Improvement Project containing such terms and conditions as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this contract until an executed original of such contract has been delivered to R.A. Cullinan.

Section 3. The contract with Patrick Meyer and Associates, Inc. is hereby accepted and approved, and the Mayor is hereby authorized and directed to enter into a contract with Patrick Meyer and Associates, Inc. for engineering services in the amount of \$13,000.00 for the City Improvements portion of the RR Crossing Improvement Project containing such terms and conditions as the Mayor in his discretion may approve; provided, however, that the City shall no obligation under the terms of this contract until executed originals of such contract has been delivered to Patrick Meyer and Associates, Inc..

APPROVED:

Mayor

ATTEST:

City Clerk

M Patrick N. Meyer & Associates, Inc.

15109 West Bittersweet Court
Brimfield, Illinois 61517
Office/Mobile: 309-696-1935
Email: pmeyer@mtco.com

January 28, 2020

City of East Peoria
Department of Public Works
Attn: Mr. Ric Semonski,
Street Department Supervisor
2232 E Washington
East Peoria, IL 61611

Re: City of East Peoria
Carver Ln (MUNI 6805)-south side of RR track improvements
19-00170-00-SP
GCPF

Dear Ric:

For clarification purposes, we are restating the recommendation. We recommend the City receive the only proposal and award the project to the R.A. Cullinan & Son, Inc. for the above referenced Carver Ln (MUNI 6805)-south side of RR track improvements in the amount of \$91,523.69. This amount in addition to the attached engineering agreement of \$13,000 constitutes the total project cost of \$104,523.69. Per the agreement with the Illinois Commerce Commission, the City will be reimbursed 100%.

If you have any questions and/or comments, please do not hesitate to contact me at (309) 696-1935.

Sincerely,

PATRICK N. MEYER & ASSOCIATES, INC.

Patrick N. Meyer, P.E., M.B.A.
Civil Engineer

Enclosure

**Tabulation
of Bids
(page 1 of 1)**

County <u>TAZEWELL</u> Date <u>1/21/2020</u>					Name and Address of Bidders		RECOMMENDED BIDDER R.A. CULLINAN & SON, INC. P.O. BOX 166 TREMONT, IL 61568		
Municipality or Road District <u>EAST PEORIA</u> Time <u>11:00 A.M.</u>									
Section <u>CARVER LN RR IMPROV</u> Appropriation \$ _____									
Estimate \$ <u>114,920.00</u> Attended by <u>PATRICK MEYER-PNMAI</u> <u>EP-MORGAN CADWALADER, RIC SEMONSKI, IDOT-KEN PARK</u>									
Proposal Guarantee _____					Approved Engineer's Estimate		BID BOND		
Terms _____									
Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	
40600290	BIT MATLS TACK CT		POUND	372	15.00	5,580.00	10.13	3,768.36	
40600625	LEV BIND MM N50		TON	101	250.00	25,250.00	257.41	25,998.41	
40600982	HMA SURF REM BUTT JT		SQ YD	206	30.00	6,180.00	41.39	8,526.34	
40603510	P HMA SC "C" N50		TON	22	300.00	6,600.00	306.15	6,735.30	
42300400	PCC DRIVEWAY PAVT 8		SQ YD	11	200.00	2,200.00	369.99	4,069.89	
44000200	DRIVE PAVEMENT REM		SQ YD	11	10.00	110.00	131.88	1,450.68	
44000500	COMB CURB GUTTER REM		FOOT	150	10.00	1,500.00	29.38	4,407.00	
60603800	COMB CC&G TB6.12		FOOT	150	150.00	22,500.00	141.11	21,166.50	
67100100	MOBILIZATION		L SUM	1	5,000.00	5,000.00	3,546.80	3,546.80	
Z0048665	RR PROT LIABILITY INS		L SUM	1	20,000.00	20,000.00	10,000.00	10,000.00	
	TRAF CONTR COMPL		L SUM	1	20,000.00	20,000.00	1,854.41	1,854.41	
THIS PAGE ONLY →					Total Bid	As read		114,920.00	91,523.69
						As corrected		114,920.00	91,523.69

2020

CARVER LN RR IMPROV

COMPANY	TASK	COST
CONSTRUCTION	CONSTRUCTION	91,523.69
R. A. CULLINAN & SON, INC.	BID FOR STREET IMPROVEMENTS	91,523.69
ENGINEERING & MATERIALS TESTING		13,000.00
PATRICK N MEYER & ASSOCIATES, INC.	ENGINEERING-PREVIOUSLY APPROVED BY IDOT	13,000.00
	GRAND TOTALS=	104,523.69

Municipality City of East Peoria	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Patrick N. Meyer & Associates, Inc..
Township				Address 15109 W Bittersweet Ct
County Tazewell				City Brimfield
Section 19-00170-00-SP				State IL 61517

THIS AGREEMENT is made and entered into this _____ day of _____, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation
- Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
- Contractor** Company or Companies to which the construction contract was awarded

Section Description

Name Carver Ln (MUNI 6805) Route _____ Length 0.02 miles Structure No. _____

Termini south end of Carver Ln RR xing for a distance of 100 ft

Description
curb/gutter removal and replacement and hot mix asphalt placement

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:
 - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
 - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
 - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
 - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
 - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k. Furnish or cause to be furnished
 - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	<u>\$13,000 lump sum</u>	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Construction Supervisor	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until _____. In event the services of the ENGINEER extend beyond _____, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the

ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of East Peoria _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____ ,

Clerk

(Seal)

By _____

Title:

Executed by the ENGINEER:

ATTEST:

By _____

Title:

Title:

Approved

Date
Department of Transportation

Regional Engineer



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

FROM: Ric Semonski, Supervisor of Streets

DATE: January 28, 2020

**SUBJECT: RECOMMENDATION TO APPROVE \$900,000 OF MOTOR FUEL TAX (MFT)
FOR STREET MAINTENANCE FOR 2020.**

DISCUSSION:

We propose that \$900,000 be allocated for the 2020 Street Maintenance Program. There is an existing engineering agreement with Patrick Meyer & Associates for engineering services for this work already in place and is year 5 of the original 3 year contract with 2 year optional extensions. I have attached the 2015 agreement, 2020 IDOT Heat Scarification Agreement and the 2020 IDOT Seal Coat Agreement. The cost for the engineering is dependent upon the type of maintenance that is being done and shall be in accordance with our existing agreement. The street maintenance includes spray patching, heat scarification, sealcoat, and a fog coat.

The City will receive approximately \$900,000 in MFT funds.

Please see the attached resolution for the Illinois Department of Transportation detailing the \$900,000 street maintenance program.

RECOMMENDATION: Approve \$900,000 in Motor Fuel Tax (MFT) funds for maintenance of streets as prioritized by the Street Department and Patrick Meyer & Associates.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE STREET MAINTENANCE IN THE CITY OF EAST PEORIA

This is an AGREEMENT made as of _____, by and between the City of East Peoria, 401 West Washington Street, East Peoria, IL 61611 (hereinafter called CLIENT), and Patrick N. Meyer & Associates, Inc., 15109 W. Bittersweet Ct., Brimfield, Illinois, 61517 (hereinafter called ENGINEER).

CLIENT intends to retain the services of ENGINEER to provide professional engineering services for the CLIENT's annual street maintenance program and other related miscellaneous engineering projects as designated by the CLIENT (hereinafter called PROJECT).

The relationship between the ENGINEER and the CLIENT shall be that of independent contractor, and not as master and servant, or principal and agent.

1.0 SCOPE OF WORK

The Scope of Work for the PROJECT includes the following items:

- Assessment of street conditions and recommendations for improvements.
- Representation at PPUATS meetings and other meetings regarding additional funding.
- Assessment and recommendations when responding to natural disasters such as floods, tornadoes, landslides, etc.
- Assessment of and recommendations of drainage situations and coordination of contractor for design/build improvements.
- Assessment and recommendations regarding right-of-way, trails, sidewalks, and intersections.
- Other assessments and recommendations where CLIENT requests the ENGINEER involvement.

2.0 CLIENT'S RESPONSIBILITIES

CLIENT shall provide full information as to its requirements for any PROJECT. CLIENT will provide to ENGINEER the any documents relative to the specified PROJECT.

CLIENT shall provide access to the site of the PROJECT and make provisions for ENGINEER to enter public and private property as required by ENGINEER to perform his services.

CLIENT shall examine all documents presented by ENGINEER relative to the PROJECT, obtain advice or counsel as it deems appropriate for such examination, and render decisions to ENGINEER within a reasonable time period.

CLIENT shall obtain for itself such legal, accounting, and insurance counseling services as may be required for the PROJECT.

3.0 PERIOD OF SERVICE

This Agreement shall be in force for a period of three (3) years from the date first written above . This Agreement may be extended by two (2) additional years if mutually agreed upon in writing by the CLIENT and the ENGINEER.

The term of this AGREEMENT shall continue until terminated as provided herein or at any time prior to the termination date of this Agreement by either party, with or without cause, by ninety (90) days written notice to the other party. If this AGREEMENT is terminated at any time during the term of this Agreement, payment due ENGINEER for services rendered through the date of termination shall be paid by CLIENT.

4.0 COMPENSATION

CLIENT shall pay ENGINEER for labor services at the annual rate per hour and of ENGINEER’s sub-consultants at their rate.

Base Fee

Value of Program < \$20,000		Negotiated (\$1250 Maximum)	
Value of Program > \$20,000		\$1,250	
	PLUS		
Group*	Preliminary Engineering Fee	Engineering Inspection Fee	Total Fee
I	N/A	N/A	
II-A	1.50%	0.50%	2.00%
II-B	2.50%	2.50%	5%
III	3.50%	3.50%	7%
IV	4.50%	5.50%	10%

***Group Definitions:**

Group I. N/A

Group II-A. Routine maintenance or maintenance items that do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Group II-B. Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/ resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance, limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Group III. Maintenance items that are not covered by Group II-B and require competitive bidding with a material proposal or a deliver and install proposal.

Group IV. Maintenance items that are not covered by Group II-B and require competitive bidding with a contract proposal.

** An Engineering Inspection Fee for Group IIA is only allowed for items that require inspection and/or acceptance testing.

Engineering that does not fall within the motor fuel tax shall be billed as follows:

2015-2016 maintenance season: \$95 per hour
2016-2017 maintenance season: \$100 per hour
2017- 2018 maintenance season: \$105 per hour

Additional Contract Years:

2018-2019 maintenance season: \$110 per hour
2019-2020 maintenance season: \$110 per hour

ENGINEER will submit invoices to CLIENT monthly for services rendered during the previous month. Invoices will be due upon receipt.

5.0 OTHER

5.1 Emergency Services

Indemnification: The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, his or her officers, directors, employees, agents and sub-consultants from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the ENGINEER's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the negligence or willful misconduct of the ENGINEER.

Waiver: In addition, the CLIENT agrees, to the maximum extent permitted by law, to waive any claims against the ENGINEER arising out of the performance of these emergency services, except for the negligence or willful misconduct of the ENGINEER.

The term "emergency services" as used in this Section 5.1 shall mean when ENGINEER provides CLIENT engineering services on an emergency basis such that the ENGINEER renders engineering services to CLIENT to assist CLIENT in reviewing and implementing an immediate course of action at the time that the emergency situation or event is occurring or while the safety of persons and property remains in imminent peril. The term "emergency services" is not meant to cover engineering services that are provided a day or week (or more) after the event causing the emergency has been discovered and reported to the ENGINEER.

5.2 No Third Party Beneficiaries

Information for the Sole Use and Benefit of the CLIENT: All opinions and conclusions of the ENGINEER, whether written or oral, and any plans, specifications or other documents and services provided by the ENGINEER are for the sole use and benefit of the CLIENT and are not to be provided to any other person or entity without the prior written consent of the ENGINEER. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the ENGINEER or the CLIENT.

5.3 Existence of Conditions

Certifications, Guarantees and Warranties: The ENGINEER shall not be required to execute any document that would result in the ENGINEER certifying, guaranteeing or warranting the existence of any conditions. This provision is not to be interpreted as CLIENT's waiver of ENGINEER's obligation to meet his professional responsibilities for quality of services when providing services to CLIENT or as the CLIENT's waiver of claims against ENGINEER for malfeasance in relation to services provided to the CLIENT under the terms of this AGREEMENT.

5.4 Assistance with Freedom of Information Act Requests

When the CLIENT receives a document request under the Illinois Freedom of Information Act ("FOIA"), the ENGINEER will provide documents to CLIENT that are responsive to the FOIA document request at no cost for any standard size documents (8½ x 11) or for documents in electronic format (including .pdf format). Should the CLIENT require copies pursuant to a FOIA request of full-size engineering documents greater than standard size documents, the CLIENT shall pay ENGINEER an amount no greater than the cost of materials for making such larger size documents. The CLIENT shall not be charged labor costs by ENGINEER for making or providing any documents to CLIENT pursuant to a FOIA request received by the CLIENT.

5.5 Insurance

ENGINEER shall maintain the following insurance coverage:

Type of Insurance	Limit of Liability
Professional Liability (including Errors & Omissions)	Each Claim: \$3,000,000 Aggregate: \$5,000,000
General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000
Automobile Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000
Excess or Umbrella Liability	Each Occurrence: \$3,000,000 General Aggregate: \$5,000,000
Workers Compensation	Statutory

The ENGINEER shall furnish CLIENT a certificate or certificates of insurance or other acceptable evidence that all of the aforesaid insurance is in force before ENGINEER provides services for the PROJECT under the terms of this AGREEMENT. The ENGINEER's insurance policies shall provide that such policies will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to CLIENT.

5.6 Indemnification

Indemnification by ENGINEER. The ENGINEER shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, members, partners, agents, consultants, and employees and volunteer staff members from reasonable claims, costs (including attorney fees), losses, and damages arising out or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, disease, or death, or to injury or destruction of property (including the loss of use resulting therefrom) to the extent caused by any negligent or willful and wanton act or omission of the ENGINEER or ENGINEER's officers, directors, members, partners, agents, or employees.

Indemnification by CLIENT. The CLIENT shall indemnify and hold harmless ENGINEER, and ENGINEER's officers, directors, members, partners, agents, consultants, and employees and volunteer staff members from reasonable claims, costs (including attorney fees), losses, and damages arising out or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, disease, or death, or to injury or destruction of property (including the loss of use resulting therefrom) to the extent caused by any negligent or willful and wanton act or omission of the CLIENT or CLIENT's officers, directors, members, partners, agents, or employees.

6.0 DISPUTE RESOLUTION

The parties shall mutually endeavor to settle disputes prior to seeking mediation or any other means of conflict resolution (which includes litigation in a court of competent jurisdiction). If the parties are unable to settle a dispute, the parties may mutually agree to resolve the dispute by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. A demand for conflict resolution shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation or other alternative means of conflict resolution be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Either party may institute litigation in a court of competent jurisdiction to resolve a dispute within the applicable statute of limitations

7.0 GENERAL CONSIDERATIONS

All documents furnished by ENGINEER pursuant to this AGREEMENT are instruments of his services for this PROJECT and are not intended for reuse by CLIENT or others for extensions of the work or on any other work. Any reuse will be solely at CLIENT's risk, and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses, or expense arising out of or resulting therefrom.

Since ENGINEER has no control over construction costs, he cannot and does not guarantee that construction cost proposals, bids, or actual costs will not vary from ENGINEER's opinion of probable construction costs.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first written above.

APPROVED:

CLIENT: City of East Peoria

**ENGINEER: Patrick N. Meyer & Associates,
Inc.**

BY: _____

BY: _____

TITLE: Mayor _____

TITLE: President _____

ATTEST:

BY: _____

TITLE: City Clerk _____

RESOLUTION NO. 1920-110

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, the Department of Public Works has reviewed and identified the 2020 street repair and repaving projects (the "2020 Street Maintenance Project"); and

WHEREAS, the allocated amount for the 2020 Street Maintenance Project will include an appropriation of Motor Fuel Tax Funds ("MFT Funds") in the amount of \$900,000; and

WHEREAS, in order to utilize MFT Funds for the 2020 Street Maintenance Project, it will be necessary for the City to submit to the Illinois Department of Transportation ("IDOT") a resolution appropriating MFT Funds and an IDOT approved engineering agreement in the form attached hereto and labeled as "Exhibit A" (the "IDOT MFT Documents"), together with any other documentation required by IDOT; and

WHEREAS, it is necessary to specifically approve an agreement for engineering services related to the 2020 Street Maintenance Project with Patrick N. Meyer & Associates in the form included with the IDOT MFT Documents (the "Engineering Agreement"), which establishes the rate of compensation for engineering services in conformance with IDOT guidelines such that the amount of compensation will depend upon the nature of the maintenance work undertaken by the City;

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

Section 1. The Director of Public Works is hereby authorized and directed to execute the Engineering Agreement together with such changes therein as the Mayor in his discretion deems appropriate.

Section 2. The Mayor is hereby authorized and directed to execute the resolution for maintenance of streets and highways in the form set forth in the IDOT MFT Documents upon completion of all related attachments identifying the projects to be completed as approved by the Commissioner of Streets and Public Improvements.

APPROVED:

Mayor

ATTEST:

City Clerk



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	20-00000-00-GM

BE IT RESOLVED, by the Council of the City of East Peoria Illinois that there is hereby appropriated the sum of nine hundred thousand Dollars \$900,000)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/20 to 12/31/20.

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

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

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

I Name of Clerk City Clerk in and for said City of East Peoria in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of East Peoria at a meeting held on Date.

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

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Maintenance Engineering to be Performed by a Consulting Engineer



Local Public Agency East Peoria	County Tazewell	Section Number 20-00000-00-GM
------------------------------------	--------------------	----------------------------------

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee > \$20,000 Base Fee = \$1,250.00

PLUS

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	1	1%	1	
IIB	3%	2.5	3%	2.5	
III	4%	3.5	4%	3.5	
IV	5%	4.5	6%	5.5	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature	Date
<input type="text"/>	<input type="text"/>

Title

BY:

Consulting Engineer Signature	Date
<input type="text"/>	<input type="text"/>

Title

P.E. Seal	Date
<input type="text"/>	<input type="text"/>

Approved:

Regional Engineer, IDOT	Date
<input type="text"/>	<input type="text"/>



Local Public Agency General Maintenance



Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section Number	Maintenance Period	
East Peoria	Tazewell	20-00000-00-GM	Beginning	Ending
			01/01/20	12/31/20

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
SPRAY PATCH	IIB	Yes	SP-BIT MATLS SLCT	GAL	7,500	\$12.10	\$90,750.00	
			SP-(SLCT AGG CA-16)	TON	300	\$28.50	\$8,550.00	
								\$99,300.00
HEAT SCARIF	IV	Yes	HEAT SCARIF	SQ YD	69,043	\$4.10	\$283,076.30	
			STEEL ROLLER	SQ YD	69,043	\$0.50	\$34,521.50	
			ASPHALT MODIFIER	GAL	6,904	\$0.01	\$69.04	
								\$317,666.84
SEALCOAT	III	Yes	BIT A-1 SLCT-CRSP	GAL	43,782	\$5.10	\$223,288.20	
			SLCT AGG-TRAP RK	TON	1,035	\$81.00	\$83,835.00	
			MH/LVINL-UC/OP	EACH	100	\$100.00	\$10,000.00	
								\$314,623.20
FOG COAT	IIB	Yes	FOG CT	SQ YD	69,043	\$1.40	\$96,660.20	
			FOG CT TRAF C SPCL	1	1	\$5,000.00	\$5,000.00	
								\$101,660.20
Total Operation Cost								\$833,250.24

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
East Peoria	Tazewell	20-00000-00-GM	01/01/20	12/31/20

Estimate of Maintenance Costs Summary

	MFT Funds	Other Funds	Estimated Costs
Maintenance			
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)	\$515,583.40		\$515,583.40
Formal Contract (Bid Items)	\$317,666.84		\$317,666.84
Maintenance Total	\$833,250.24		\$833,250.24

Estimated Maintenance Eng Costs Summary

	MFT Funds	Other Funds	Total Est Costs
Maintenance Engineering			
Preliminary Engineering	\$31,580.83		\$31,580.83
Engineering Inspection	\$33,507.50		\$33,507.50
Material Testing	\$1,000.00		\$1,000.00
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total	\$66,088.33		\$66,088.33
Total Estimated Maintenance	\$899,338.57		\$899,338.57

Remarks

SUBMITTED

Local Public Agency Official	Date

Title

County Engineer/Superintendent of Highways	Date

APPROVED

Regional Engineer Department of Transportation	Date



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: February 11, 2020

SUBJECT: Land Exchange & Agreement with Cullinan Properties for Eastport Marina Building

BACKGROUND: As mentioned in a prior City Council communication, Cullinan Properties is in the process of selling its portion of the Eastport Marina Admin. Building. As a part of this process, staff met with the Cullinan team at the property to confirm that 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. In addition, the condominium declaration is being amended to reflect the change in percentages in ownership and to update the governance provisions in accordance with these revised ownership percentages. The City’s percentage of ownership in the Eastport Marina Admin. Building condominium is decreasing from 34% to 26%.

These changes being made by the land exchange and the revision of unit ownership are largely “housekeeping” items, while the updates and revisions to the condominium declaration are being made to track the land exchange and the revision of unit ownership.

RECOMMENDATION: Approval, as presented.

ORDINANCE NO. 4488

**AN ORDINANCE APPROVING AN AGREEMENT FOR THE EXCHANGE
OF REAL 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”), a condominium pursuant to a Declaration of Condominium recorded August 27, 1999 (“Declaration”); and

WHEREAS, the Condominium is comprised of two condominium units owned 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”) (the “Land Exchange”); and

WHEREAS, the parties further desire to redefine the boundaries of the condominium units such that portions of the City’s condominium unit (“City Exchange Unit”) are redefined to be part of Cullinan’s condominium unit and portions of Cullinan’s condominium unit (“Cullinan Exchange Unit”) are redefined to be part of the City’s condominium unit, all as set forth on the First Amended Plat, attached hereto as Exhibit B and incorporated by reference (“Re-Definition”); and

WHEREAS, in association with the Re-Definition, the parties further desire to re-allocate each unit owner’s percent interest in the common elements of the Condominium, as set forth on the Amendment to Declaration of Condominium Ownership set forth in Exhibit C attached hereto and incorporated herein (“Re-Allocation”), while also updating and clarifying the Condominium governance provisions in the Declaration by the Re-Allocation; and

WHEREAS, the parties have negotiated the terms of the Land Exchange, Re-Definition, and Re-Allocation as set forth in the Agreement for Exchange of Real Property set forth in Exhibit D attached hereto and incorporated herein (“Agreement”); and

WHEREAS, the City Council hereby finds that the City Exchange Property and the City Exchange Unit are no longer needed by the City for the public interest; and

WHEREAS, the City Council hereby further finds that the Association Exchange Property and the Cullinan Exchange Unit will prove useful to the City and its acquisition will serve the public interest; and

WHEREAS, the City Council hereby further finds that the value of the City Exchange Property and the Association Exchange Property are approximately equal taking into consideration the long-term best interests of the public; and

WHEREAS, the City Council hereby further finds that following the Re-Allocation, the value of the City Exchange Unit and the Cullinan Exchange Unit are approximately equal taking into consideration the long-term best interests of the public; and

WHEREAS, as prescribed in Section 11-76.2-2 of the Illinois Municipal Code (65 ILCS 5/11-76.2-2), the City published notice of a public hearing on the proposed exchange; and

WHEREAS, on Tuesday, February 18, 2020 at 6:00 p.m., as prescribed by the aforesaid public notice, the City Council conducted a public hearing on the proposed exchanges; and

WHEREAS, the City Council hereby further finds that it is in the best interests of the City to approve the Land Exchange pursuant to the terms of the Agreement and to approve the Re-Definition and the Re-Allocation in relation to the City’s ownership in the Condominium along with the related amendments to the Condominium governance as set forth in the Declaration and related documents;

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

Section 1. The above recitations are hereby found to be true and correct and are incorporated into this Ordinance by reference.

Section 2. The Agreement for the Land Exchange as set forth in Exhibit D, the Re-Definition as set forth in Exhibit B, and the Amendment to Declaration of Condominium as provided in the Re-Allocation and as set forth in Exhibit C are hereby approved.

Section 3. The Mayor and City Clerk are hereby authorized and instructed to execute the Agreement (Exhibit D) and the Re-Allocation (Exhibit C), together with such modifications to these documents as the Mayor in his discretion may approve, and the

Mayor and City Clerk are further authorized to execute all documents necessary to effectuate the Agreement, the Re-Definition, the re-Allocation, and the provisions of this Ordinance.

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, TAZEVELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION BY A THREE-FOURTHS VOTE IN COMPLIANCE WITH SECTION 11-76.2-4 OF THE MUNICIPAL CODE (65 ILCS 5/11-76.2-4) THIS ____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A

The Condominium Exchange 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.

The City Exchange 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.

EXHIBIT B

FIRST AMENDED PLAT (CONDOMINIUM) – Page 1

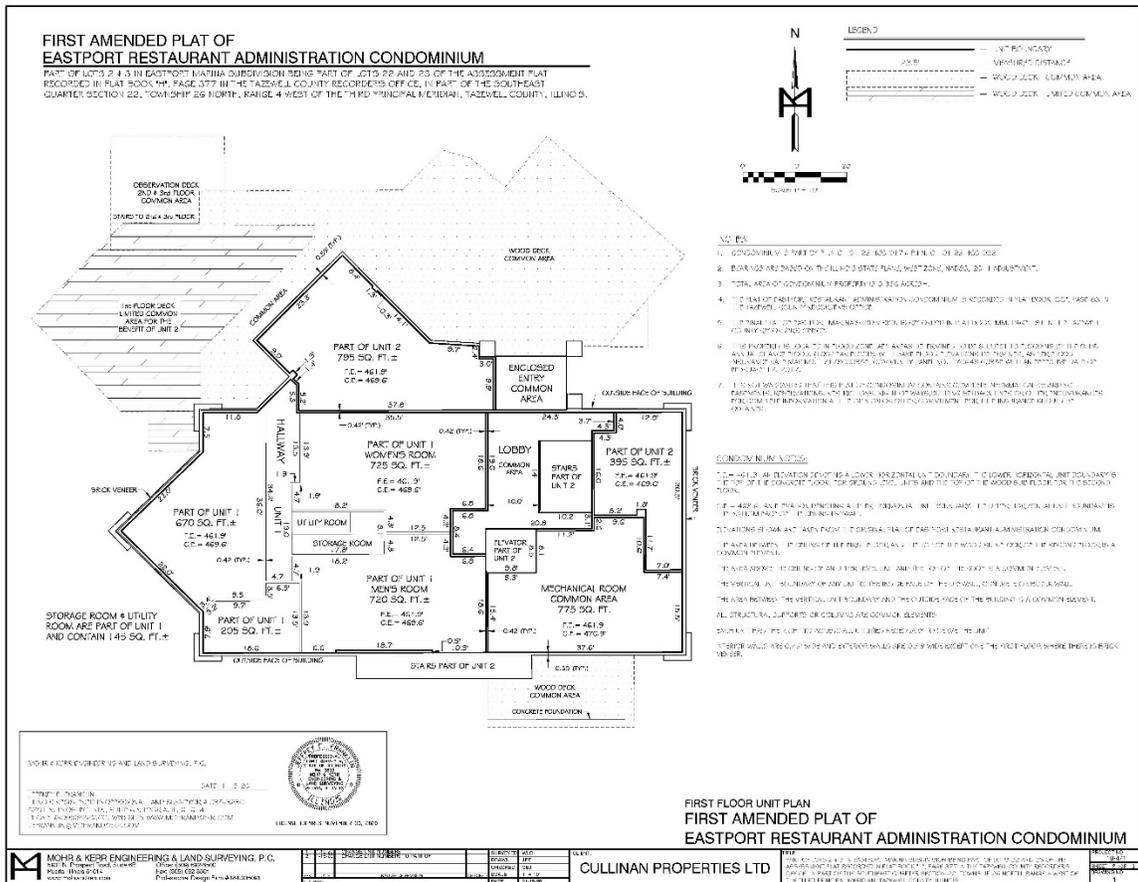


EXHIBIT C

AMENDMENT TO DECLARATION OF CONDOMINIUM

**AMENDMENT TO
DECLARATION
*Tazewell County***

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Scott A. Brunton
MILLER, HALL & TRIGGS, LLC
416 Main Street, Suite 1125
Peoria, Illinois 61602

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF EASTPORT RESTAURANT/ADMINISTRATION BUILDING
PURSUANT TO THE CONDOMINIUM PROPERTY ACT**

WHEREAS, the rights of the Unit Owners of Eastport Restaurant/Administration Building Association (“Association”), located in East Peoria, Illinois are governed by the Declaration of Condominium for Eastport Restaurant/Administration Building Pursuant to the Condominium Property Act, dated August 25, 1999, and recorded on August 27, 1999, in the Tazewell County Recorder’s Office as Document No. 99-2254 (the “Declaration”); and

WHEREAS, by unanimous vote of the Unit Owners and pursuant to a Property Exchange Agreement among the Board of Managers of the Association, Cullinan Real Estate Holdings, LLC as owner of Unit 2, and the City of East Peoria, as owner of Unit 1, the Board of Managers approved the exchange of certain properties described therein and as set forth on Attachment I, attached hereto and incorporated by reference; and

WHEREAS, by unanimous vote of the Unit Owners, the Board of Managers also approved the First Amended Plat of the Eastport Restaurant/Administration Building Condominium, redefining the boundaries of Unit 1 and Unit 2 and re-allocating percent ownership in the common elements pursuant to the Agreement and as set forth on the First Amended Plat attached hereto and incorporated by reference as Attachment II; and

NOW, THEREFORE, by the unanimous consent and vote of the undersigned Unit Owners, the Declaration is amended as follows:

1. The legal description for the Property set forth in Exhibit A to the Declaration is hereby amended as set forth on Attachment I:
2. The Plat of Condominium as set forth in Exhibit B to the Declaration is hereby amended by deleting the prior Exhibit B in its entirety and replacing it with the First Amended Plat, recorded in the Tazewell County Recorder’s Office on _____, 2020, as Document No. _____, and attached hereto as Attachment II.

3. The percentage ownership in the common elements of Eastport Restaurant/Administration Building Condominium as set forth in Exhibit C to the Declaration shall be reallocated as follows: Unit 1 - 26%, and Unit 2 – 74%. Exhibit C to the Declaration is hereby amended to reflect such percentages by deleting the prior percentages and replacing with the percentages as set forth herein.

4. Section 2.2(b) and Section 2.2(c) of the Declaration are hereby amended to require a 75% affirmative vote of the Unit Owners.

5. Section 2.3 of the Declaration is hereby amended to require approval of all Unit Owners.

6. A new section 3(g) is hereby added to Section 3 of the Declaration as follows:

(g) the Association shall be responsible for collection of assessments from Unit Owners and collection of each Unit Owner's proportionate share of the common expenses. The proportionate share shall be in the same ratio as its percentage of ownership in the Common Elements set forth in Exhibit C.

7. Section 8.5 of the Declaration is hereby amended to require a 75% affirmative vote of the Unit Owners for all amendments to the Declaration other than those amendments specifically listed in Section 8.5, which shall continue to require agreement of all Unit Owners.

IN WITNESS WHEREOF, the undersigned, _____, declares that he is President of the Board of Managers of Eastport Restaurant/Administration Building Association and is authorized to execute this Amendment to Declaration of Condominium of Eastport Restaurant/Administration Building pursuant to the power and authority vested in him by the Board of Managers and under the Declaration and Bylaws of Eastport Restaurant/Administration Building Association and with the unanimous consent of the Unit Owners.

DATED at East Peoria, Illinois, this _____ day of _____, 2020.

BOARD OF MANAGERS OF EASTPORT
RESTAURANT/ADMINISTRATION
BUILDING ASSOCIATION

By: _____
_____, Its President

STATE OF ILLINOIS) ss.
COUNTY OF _____)

I, a Notary Public for the State and County aforesaid, do hereby certify _____, personally known to me to be the President of Eastport Restaurant/Administration Building Condominium and the same person whose name is subscribed to the foregoing instrument as _____, appeared before me this day in person and acknowledged that he signed and delivered the same instrument, in such capacity, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2020.

Notary Public

CITY OF EAST PEORIA,
an Illinois municipal corporation

By _____
John P. Kahl, Mayor

ATTEST:

By _____
Morgan R. Cadwalader, City Clerk

ATTACHMENT I

EXCHANGE PROPERTIES LEGAL DESCRIPTIONS

City Exchange Property (property added to the Association 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 Exchange Property (the property removed from the Association Property and transferred to the City):

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.

ATTACHMENT I

FIRST AMENDED PLAT (CONDOMINIUM) – Page 3

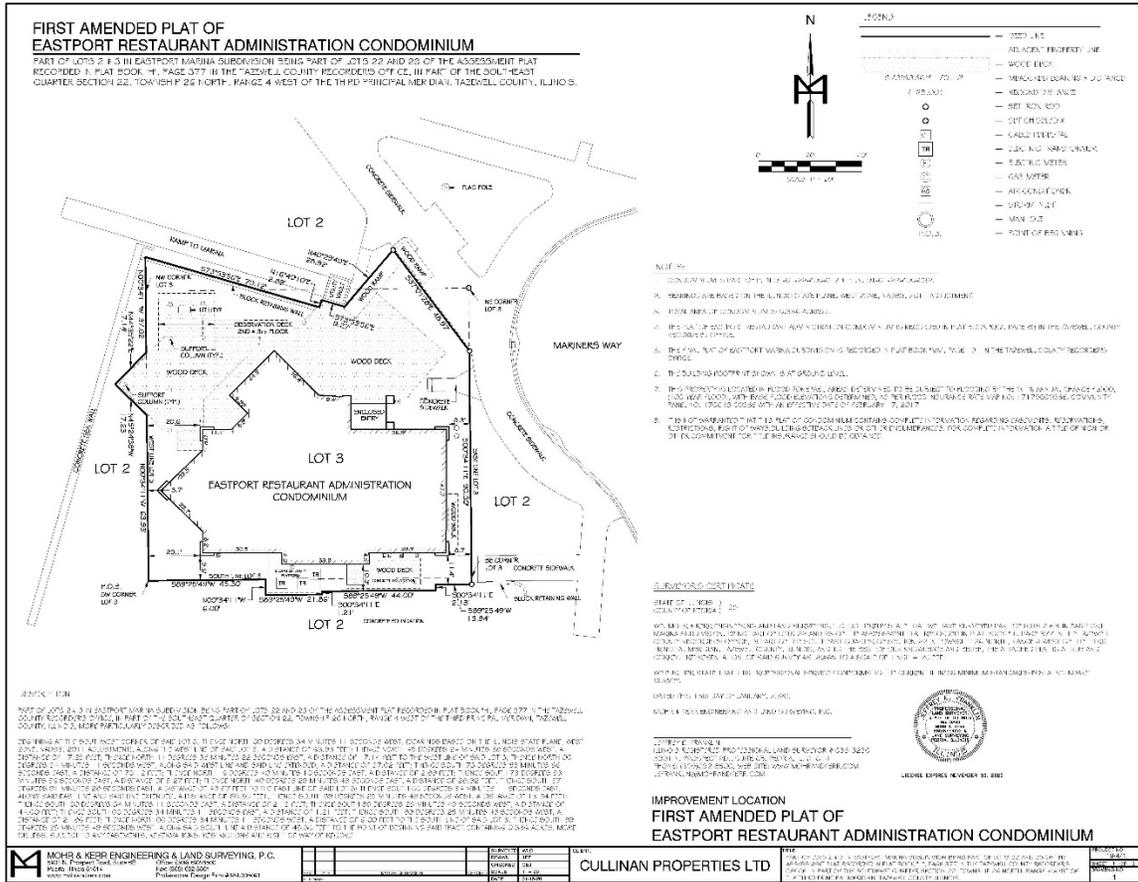


EXHIBIT D
AGREEMENT FOR EXCHANGE OF REAL PROPERTY

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT FOR SALE AND EXCHANGE OF REAL PROPERTY (the "*Agreement*") is, on this ____ day of _____, 2020, made among **EASTPORT RESTAURANT/ADMINISTRATION BUILDING CONDOMINIUM ASSOCIATION** ("Association"), **CULLINAN REAL ESTATE HOLDINGS, LLC**, an Illinois limited liability company ("Cullinan"), and the **CITY OF EAST PEORIA**, an Illinois municipal corporation ("City").

WITNESSETH:

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"), a condominium pursuant to a Declaration of Condominium recorded August 27, 1999 ("Declaration"); and

WHEREAS, the Condominium is comprised of two condominium units owned, respectively, by the City and Cullinan; and

WHEREAS, the City is the owner of Unit 1 ("Unit 1") along with a 34% interest in the common elements of the Condominium; and

WHEREAS, Cullinan is the owner of Unit 2 ("Unit 2") along with a 66% interest in the common elements of the Condominium; 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 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") (the "Land Exchange"); and

WHEREAS, the parties 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 ("Re-Definition"), together with a corresponding re-allocation of each unit owner's percent interest in the common elements of the Condominium, as set forth on the Amendment to Declaration of Condominium Ownership set forth in Exhibit C attached hereto and incorporated herein ("Re-Allocation").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Transfer by the City.** The City hereby agrees to convey to the Association the City Exchange Property. The City shall convey merchantable title to the City Exchange Property

to the Association by Special Warranty Deed, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the City Exchange Property or use of the City Exchange Property, except for (i) title objections and exceptions approved or waived by the Association in accordance with the provisions of Section 5 hereof (ii) covenants, easements, restrictions and reservations of record, provided that none of the foregoing are violated or materially interfere with the Association's intended use of the City Exchange Property (iii) existing utility lines and easements provided that they do not prohibit the use of the City Exchange Property; and (iv) general real estate taxes not yet due and owing, (v) applicable governmental zoning and building code rules and regulations, provided that none of the foregoing are violated or would materially interfere with the Association's intended use of the City Exchange Property, and (vi) other matters approved in writing by the Association (the "*Permitted Exceptions*").

2. Transfer by the Association. The Association hereby agrees to convey to the City the Association Exchange Property. The Association shall convey merchantable title to the Association Exchange Property to the City by Special Warranty Deed, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Association Exchange Property or use of the Association Exchange Property, except for (i) title objections and exceptions approved or waived by the City in accordance with the provisions of Section 5 hereof (ii) covenants, easements, restrictions and reservations of record, provided that none of the foregoing are violated or materially interfere with the City's intended use of the Association Exchange Property (iii) existing utility lines and easements provided that they do not prohibit the use of the Association Exchange Property; and (iv) general real estate taxes not yet due and owing, (v) applicable governmental zoning and building code rules and regulations, provided that none of the foregoing are violated or would materially interfere with the City's intended use of the Association Exchange Property, and (vi) other matters approved in writing by the City (the "*Permitted Exceptions*").

3. Land Exchange. The parties hereby acknowledge and agree that the value of the Association Exchange Property and the City Exchange Property is equal, and no additional consideration shall be paid by either party to the other party beyond the conveyances herein contemplated.

4. Unit Re-Definition and Re-Allocation. The boundaries of Unit 1 and Unit 2 shall be redefined as set forth on the First Amended Plat, attached hereto as Exhibit B, and each unit's respective ownership in the common elements of the Condominium shall be re-allocated as set forth on the Amendment to Declaration of Condominium Ownership set forth in Exhibit C. The parties agree to take all necessary action to cause for the Re-Definition and Re-Allocation.

5. Title Commitment and Policy. Within twenty (20) days after the execution of this Agreement, the Association shall, at its sole cost and expense, obtain title commitments ("*Title Commitments*") for an ALTA Owner's Title Insurance Policy ("*Title Policy*"), issued by a title insurance company reasonably acceptable to the City ("*Title Insurer*") covering the City Exchange Property and the Association Exchange Property and in an amount to be agreed upon by the parties. At closing, the Association shall cause the Title Insurer to issue the Title Policy for the Association Exchange Property to the City, and shall cause the Title Insurer to issue the Title Policy for the City Exchange Property to the Association.

Notwithstanding the above, Permitted Objections shall include the following: (i) general real estate taxes not yet due and owing; and (2) covenants, easements and restrictions of

record and applicable governmental zoning and building code rules and regulations, provided that none of the foregoing are violated or would materially interfere with the Parties' intended uses of the Properties.

5.1 Objections to Title of Record. Within five (5) days after each party's receipt of the aforesaid Title Commitments, each party shall give to the other party, written notification of any objections to or defects in title of record set forth in the Title Commitment. If either party fails to give said notice within said five (5) day period, such party shall be deemed to have accepted all matters then affecting title set forth in the Title Commitment. If either party does give said notice, such party shall be deemed to have accepted all matters set forth in the Title Commitment, not set forth in the notice. After receipt of said notice, the other party shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify the other party of such election within five (5) days. If the party receiving notice of title objections does elect to endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections.

5.2 Failure to Cure Objections. In the event either party fails to cure objections to or defects in title raised by the other party prior to closing, or if such party shall determine that its efforts to cure will not be successful, the objecting party may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Agreement. In the event of termination, the parties shall have no further rights or liabilities under this Agreement.

6. Closing. The exchange of the Properties shall be consummated as follows:

6.1 Closing Date. The closing (the "*Closing*") shall be held on a date as mutually agreed upon by and between the parties, but in no event later than the date of closing on Cullinan's sale of its unit to the third-party purchaser (the "*Closing Date*"). The Closing shall be held at the offices of Miller, Hall & Triggs.

6.2 The City's Deliveries. At Closing, the City shall deliver the following:

6.2.1. **Deed.** An executed Warranty Deed to the City Exchange Property prepared by the City and in a form reasonably acceptable to the Association.

6.2.2. **ALTA Statement.** An executed ALTA Statement in the form required by the Title Insurer.

6.2.3. **Non-Foreign Affidavit.** An executed Non-Foreign Affidavit as required by Section 1445 of the Internal Revenue Code.

6.2.4. **Affidavit of Title.** An Affidavit of Title in customary form and substance with respect to matters set forth in Paragraph 9 hereof.

6.2.5. **Other Documents.** Such other documents, instruments, certifications and confirmations as may be reasonably required by the Association to fully effect and consummate the transactions contemplated hereby.

6.3 The Association's Deliveries. At Closing, the Association shall deliver to the following:

6.3.1. **Deed.** An executed Warranty Deed to the Association Exchange Property prepared by the Association and in a form reasonably acceptable to the City.

- 6.3.2. **Title Policy.** The Title Policy provided for in Section 5 hereof.
- 6.3.3. **ALTA Statement.** An executed ALTA Statement in the form required by the Title Insurer.
- 6.3.4. **Non-Foreign Affidavit.** An executed Non-Foreign Affidavit as required by Section 1445 of the Internal Revenue Code.
- 6.3.5. **Affidavit of Title.** An Affidavit of Title in customary form and substance with respect to matters set forth in Paragraph 10 hereof.
- 6.3.6. **Other Documents.** Such other documents, instruments, certifications and confirmations as may reasonably be required by the City to fully effect and consummate the transactions contemplated hereby.

6.4 Joint Deliveries. At Closing, the City and the Association shall jointly deliver to each other the following:

- 6.4.1. **Closing Statement.** An agreed upon closing statement.
- 6.4.2. **Transfer Tax Filings.** Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

6.5. Property Taxes. Until such time as the Association Exchange Property and the City Exchange Property are separately assessed from the Association Property and the City Property, respectively, the Association shall pay, prior to delinquency, all installments of real property taxes on the Association Exchange Property and the City shall pay, prior to delinquency, all installments of real property taxes on the City Exchange Property. Each party shall, on or before the due date for any such installment, provide the other with evidence of payment of said taxes. The provisions of this paragraph shall survive the date of Closing.

6.6 Closing Costs. The Association shall pay its attorneys' fees and the insurance premium for the title policies issued pursuant to the commitment for title insurance required by Section 5. hereof and any transfer taxes or sales taxes. The City shall pay the cost of the City's attorneys' fees and the cost of recording fees with respect to the deeds of conveyance.

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

8. **Association Documents.** Upon Closing, the Association shall cause for the recording with the Tazewell County Recorder of Deeds of the Amendment to Declaration of Condominium Ownership for Eastport Restaurant/Administration Building Condominium and First Amended Plat, substantially in the same form as those set forth in Exhibits B & C.

9. **The City's Representations, Warranties and Covenants.** In addition to all other representations, covenants and warranties by the City herein, the City hereby represents, covenants and warrants, as of the date hereof and as of the Closing Date, as follows:

- 9.1. **Ownership.** The City is the sole owner of and has good and merchantable fee simple title to the City Exchange Property.

9.2. **Notice of Litigation or Violation.** The City has received no notice, nor has any knowledge, of any actions or claims filed or threatened by anyone against the City Exchange Property or the City in connection with any injury or damage sustained incidental to the use or occupancy of the City Exchange Property. The City shall promptly notify the Association of any such notice received between the date hereof and the Closing Date. The City knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the City Exchange Property, and the City has received no notice of any such violation issued by any governmental authority.

9.3. **Rights in Property.** There are no options, purchase contracts, or other agreements of any kind or nature, written or oral, whereunder or whereby any party could claim or assert any right, title or interest in the City Exchange Property.

9.4. **Mechanics Liens.** The City has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the improvement of the City Exchange Property, and no such bills, claims or obligations are outstanding or unpaid.

9.5. **Leases.** No persons are in possession of the City Exchange Property under any oral or written lease.

9.6. **Encroachments.** To the best of the City's knowledge, no improvements upon the City Exchange Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the City Exchange Property.

9.7. **Special Assessments.** There are no special assessments against the City Exchange Property and there are no proceedings for special assessments against the City Exchange Property.

9.8. **Representations.** The representations, covenants and warranties made by the City under this Section 6 hereof shall be true and correct as of the Closing Date, and, upon request, the City will make an affidavit re-affirming the same at that time.

10. The Association's Representations, Warranties and Covenants. In addition to all other representations, covenants and warranties by the Association herein, the Association hereby represents, covenants and warrants, as of the date hereof and as of the Closing Date, as follows:

10.1. **Ownership.** The Association is the sole owner of and has good and merchantable fee simple title to the Association Exchange Property.

10.2. **Notice of Litigation or Violation.** The Association has received no notice, nor has any knowledge, of any actions or claims filed or threatened by anyone against the Association Exchange Property or the Association in connection with any injury or damage sustained incidental to the use or occupancy of the Association Exchange Property. The Association shall promptly notify the City of any such notice received between the date hereof and the Closing Date. The Association knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Association Exchange Property, and the Association has received no notice of any such violation issued by any governmental authority.

10.3. **Rights in Property.** There are no options, purchase contracts, or other agreements of any kind or nature, written or oral, whereunder or whereby any party could claim or assert any right, title or interest in the Association Exchange Property.

10.4. **Mechanics Liens.** The Association has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the improvement of the Association Exchange Property, and no such bills, claims or obligations are outstanding or unpaid.

10.5. **Leases.** No persons are in possession of the Association Exchange Property under any oral or written lease.

10.6. **Encroachments.** To the best of the Association knowledge, no improvements upon the Association Exchange Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Association Exchange Property.

10.7. **Special Assessments.** There are no special assessments against the Association Exchange Property and there are no proceedings for special assessments against the Association Exchange Property.

10.8. **Representations.** The representations, covenants and warranties made by the Association under this Section 7 hereof shall be true and correct as of the Closing Date, and, upon request, the Association will make an affidavit re-affirming the same at that time.

11. **Miscellaneous.** It is further understood and agreed as follows:

11.1. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

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

11.3. **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

11.4. **Time.** Time is of the essence of this Agreement.

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

11.6. **Amendment and Waiver.** This Agreement may be amended at any time in any respect only by an instrument in writing executed by the City, Cullinan, and the Association. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

11.7. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Association, Cullinan and the City relating to the exchange of the Properties, and there are no agreements, understandings, restrictions, warranties or representations among the Parties other than those set forth herein.

11.8. **Choice of Law.** It is the intention of the Parties that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of the Association, Cullinan, and the City.

11.9. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

The Association: _____

City of East Peoria: City of East Peoria
Attention: Mayor
401 W. Washington Street
East Peoria, IL 61611

Cullinan: _____

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by telex, telefax or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12. Waiver of Tender. Formal tender of executed deeds is hereby waived.

[SIGNATURES ON NEXT PAGE]

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

CULLINAN REAL ESTATE HOLDINGS, LLC

By: _____
Its _____

**EASTPORT RESTAURANT/ADMINISTRATION
BUILDING CONDOMINIUM ASSOCIATION**

By: _____
Its _____

**CITY OF EAST PEORIA, an Illinois
municipal corporation**

By _____
John P. Kahl
Mayor

ATTEST:

By _____
Morgan R. Cadwalader
City Clerk

EXHIBIT A

EXCHANGE PROPERTIES LEGAL DESCRIPTIONS

City Exchange 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 Exchange 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.

EXHIBIT B

FIRST AMENDED PLAT (CONDOMINIUM) – Page 2

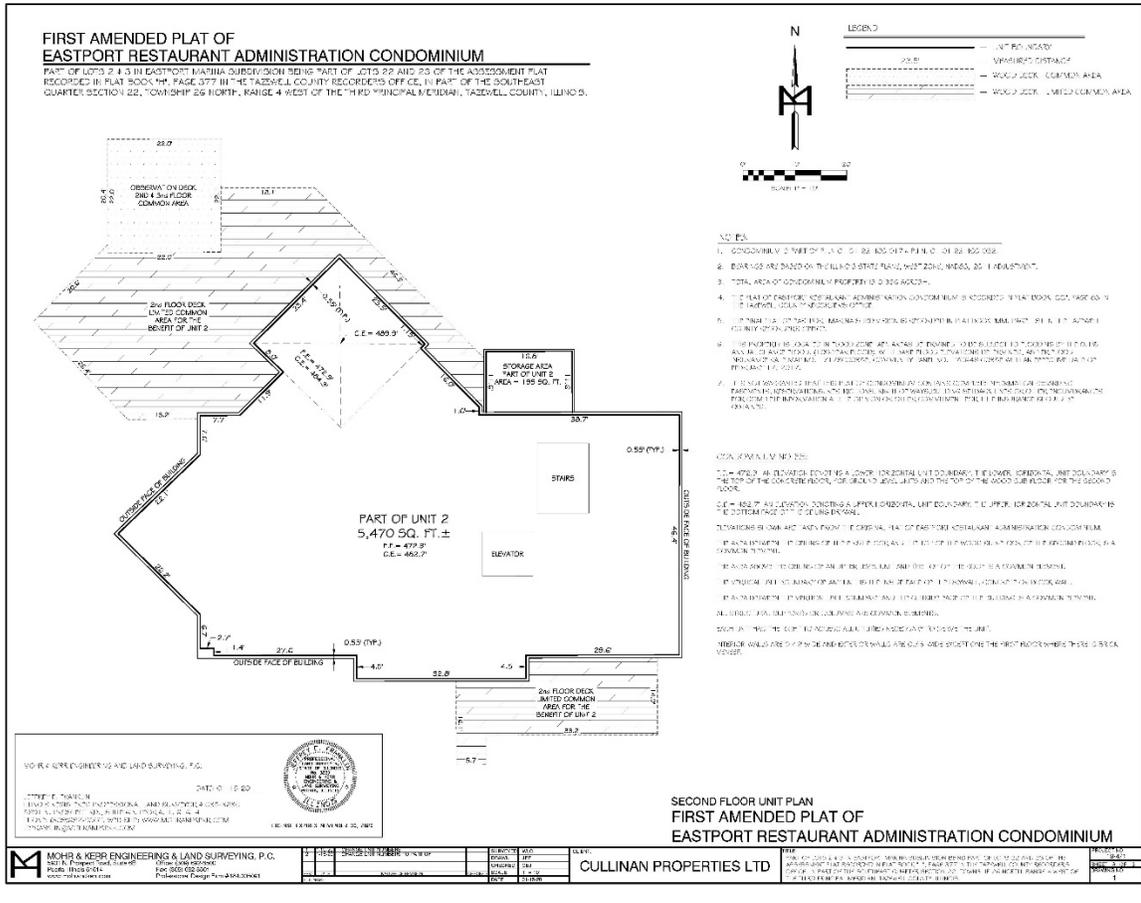


EXHIBIT C
FIRST AMENDED DECLARATION OF CONDOMINIUM



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: January 28, 2020

SUBJECT: Sale of Property at 116 Loren St

BACKGROUND: Dan Thompson has offered the City \$35,000 plus \$500 in closing costs for the City Attorney's Office for this property which still has a home on it. With an appraisal of \$41,500, this offer is a little more than 84% of that value (we need at least 80% to sell it). The buyer intends to make improvements to the structure to make it habitable again. Staff is thrilled to get in back on the tax rolls and to welcome new residents to our community.

RECOMMENDATION: Approval, as presented.

ORDINANCE NO. 4484

**AN ORDINANCE PROVIDING FOR THE SALE OF
EXCESS CITY PROPERTY AT 116 LOREN STREET**

WHEREAS, the City of East Peoria owns an excess parcel of property located at 116 Loren Street in East Peoria (with a Washington address) as described in Exhibit A, attached hereto and incorporated by reference, which is a lot with a residential structure and an accessory structure, and hereinafter referred to as the "Parcel"; and

WHEREAS, the City acquired the Parcel through the abandonment provisions of the "Unsafe Property" Division of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-31-1, *et seq.*); and

WHEREAS, the City seeks to sell the Parcel pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1), which provides for the appraisal of the property by a certified or licensed appraiser and then the sale of the property by City Officials for no less than 80% of the appraised value, and the City has previously adopted and published Resolution No. 1920-085 authorizing the sale of the Parcel under the provisions of Section 11-76-4.1 of the Illinois Municipal Code; and

WHEREAS, the City has obtained an appraisal of the Parcel from a properly certified appraiser that appraises the Parcel at \$41,500.00 in value; and

WHEREAS, the City has received an offer to purchase the Parcel for \$35,000.00 from Dan Thompson pursuant to the Sales Contract as provided in Exhibit B, attached hereto and incorporated by reference (the "Contract"); and

WHEREAS, under the terms of the Contract, Dan Thompson will also pay \$500.00 in closing costs that will assist the City with payment of legal fees related to this transaction; and

WHEREAS, the City hereby finds that it is in the best interests of the City to sell the Parcel (as excess City property) to Dan Thompson at the price of \$35,000.00, which exceeds 80% of the appraised value of the Parcel;

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

Section 1. The City hereby declares that the Parcel is unnecessary for current City uses or operations and that this Parcel is hereby designated excess property of the City.

Section 2. The City hereby further declares that the public interest will be best served if the Parcel is sold to Dan Thompson pursuant to the Contract at a price of \$35,000.00 plus \$500.00 for associated closing costs.

Section 3. Upon receipt of the payment from Dan Thompson pursuant to the terms of the Contract as provided herein, the Parcel shall be transferred to Dan Thompson.

Section 4. The Contract for the sale of the Parcel is hereby approved, and the Mayor and City Clerk are hereby authorized and instructed to execute the Contract, together with such modifications therein as the Mayor in his discretion may approve, and all documents necessary to effectuate the provisions of this Ordinance.

Section 5. The property sale and transfer under this Ordinance shall not be effective until the aforementioned Dan Thompson has paid to the City of East Peoria the total payment provided herein as the consideration for the acquisition and transfer of said Parcel.

Section 6. Upon receipt of consideration in the amount prescribed by Section 2 of this Ordinance, the Mayor and City Clerk are hereby authorized and directed to execute a Deed conveying the interest in the Parcel to Dan Thompson.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION BY A TWO-THIRDS VOTE IN COMPLIANCE WITH SECTION 11-76-4.1 OF THE MUNICIPAL CODE (65 ILCS 5/11-76-4.1) THIS ____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL
(116 Loren Street, Washington)

Legal Description: Lot Thirty-one (31) in SUNNYLAND, a Subdivision of part of the Southwest Quarter of Section Nineteen (19) in Township Twenty-six (26) North, Range Three (3) West of the Third Principal Meridian, Tazewell County, Illinois, as per plat thereof recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, in Plat book "A", page 9, situated in the County of Tazewell and State of Illinois.

Tax I.D. No. 02-02-19-314-010

City Owned Property For Sale

Legal Description: P.I.N.: 02-02-19-314-010

116 Loren St

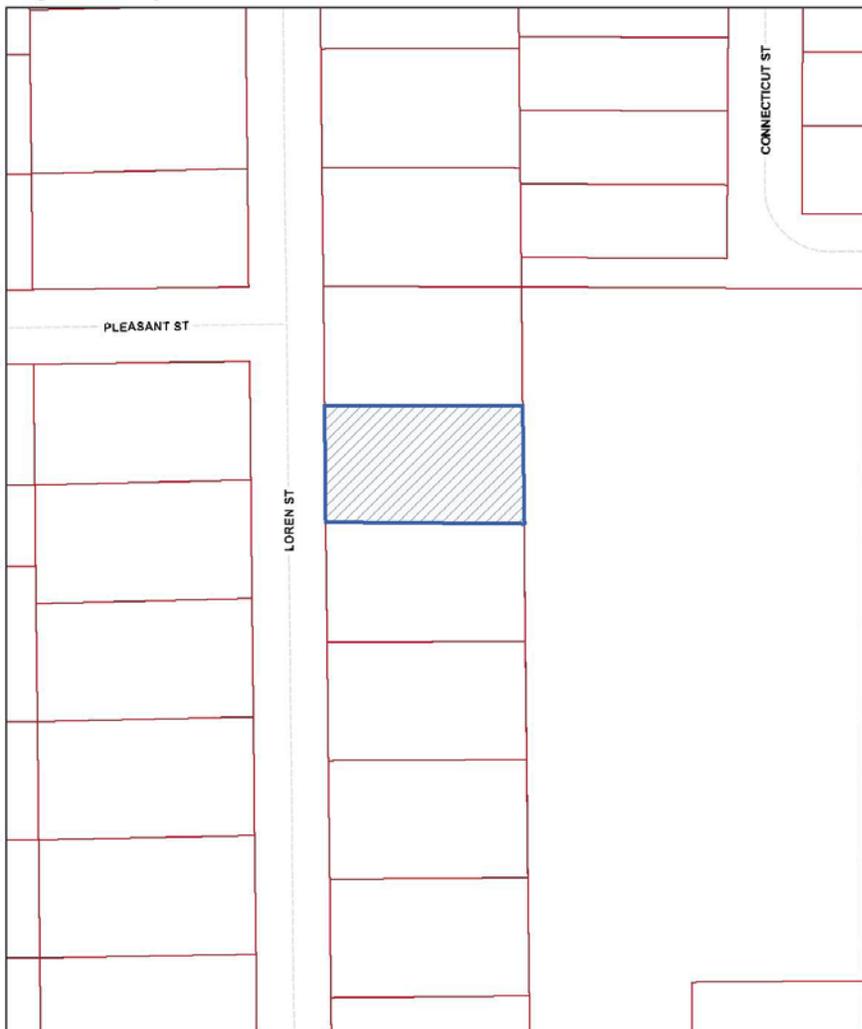


EXHIBIT B

RESIDENTIAL SALES CONTRACT
(116 Loren Street, Washington)



PEORIA AREA ASSOCIATION OF REALTORS®

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION

RESIDENTIAL SALES CONTRACT

1
2 THIS FORM HAS BEEN PREPARED ONLY FOR REALTORS® AND ATTORNEYS.
3 THIS FORM IS FOR RESIDENTIAL TRANSACTIONS ONLY. THIS FORM IS NOT TO BE USED FOR COMMERCIAL SALES.
4

5 • NOTICE •

6 CONFIRMATION OF CONSENT TO DUAL AGENCY. The undersigned confirm that they have previously consented to

7 _____, ("Licensee"), acting as a Dual Agent in providing brokerage service on their behalf
8 and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

9 Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

10 1. MUTUAL COVENANTS. Seller agrees to sell and Buyer agrees to purchase, upon the terms set forth in this Contract, the real estate commonly known as
11 _____ with a tax
12 identification number(s) _____ 02-02-19-314-010 _____ and legally described as
13 follows: _____ SEC 19 T26N R3W SUNNYLAND SUBD LOT 31 SW 1/4 _____

14 (hereinafter "Premises"), (this legal description can be supplemented at a later date to provide a more accurate description) situated
15 in _____ Tazewell _____ County, Illinois, with an approximate lot size of _____ .23 acres _____, and with a present
16 zoning classification of _____ Residential _____.

17 2. OFFER AND ACCEPTANCE. These terms shall constitute an offer which shall expire and earnest money shall be returned, unless this offer is accepted on or
18 before _____ 01/21/2020 _____, at _____ 2 _____ o'clock _____ p. M., or withdrawn in writing prior to acceptance.

19 3. PURCHASE PRICE. Buyer agrees to pay Seller the total sum of \$ _____ 35,000 _____. The balance of the purchase price, adjusted by
20 prorations and credits allowed the parties by the Contract, shall be paid to Seller when closed, by cashier's check, by check issued by a lending institution, or other
21 form of payment acceptable to Seller. Any funds tendered at closing in the amount of \$50,000 or greater shall be in the form of "good funds" defined to be either
22 wired funds, government checks, or title company escrow checks that are acceptable to the closing agent. Any other source of funds shall be provided to and deposited
23 by the closing agent in advance of the closing in accordance with the closing agent's "good funds" policy.

24 4. EARNEST MONEY. Buyer shall deliver earnest money no later than the following business day after date of acceptance of this Contract. If the earnest money is not
25 received by Escrowee as designated hereafter, Seller shall give written notice of the default to the Buyer. If notice is properly given, and the Buyer does not cure the
26 default within two (2) days of the notice, the Contract may be terminated upon written notice from Seller to Buyer. Notice of termination shall be given in the manner
27 provided in the contract for giving of notices.

28
29 Earnest money in the amount of \$ _____ N/A _____ (suggested minimum of 1% of the purchase price) shall be deposited in the Escrow Account of the Listing
30 Company, Selling Company, Title Company, Attorney as "Escrowee" for the mutual benefit of the parties.

31 5. METHOD OF PAYMENT.

32 Premises to be owner occupied) non-owner occupied) {CHECK ONE}, with the following method of payment:

33 FINANCED. This Contract is subject to certain conditions or arrangements relating to the financing of Buyer's purchase which, if any, are set forth on the
34 attached Financing Amendment.

35 CASH. This Contract is not contingent upon financing. Buyer shall provide proof of funds within _____ 5 _____ days of acceptance of Contract. Satisfactory proof
36 includes, but is not limited to: current statement from a financial institution, available line of credit or verification of funds from a financial institution. Closing fee
37 shall be paid by Buyer) Seller) Divided Evenly Between Both Parties) {CHECK ONE}.

38 6. CLOSING. The closing shall be on _____ 03/03/2020 _____ or such other time as may be mutually agreed in writing. The
39 closing shall be held at the office of Buyer's Lender, or closing agent, Seller's broker or attorney, or such other place as the parties may agree. All available surveys,
40 owner's manuals and equipment warranties shall be delivered to Buyer at or before closing. If the closing is delayed past the closing date due to the fault of either
41 party, even if this transaction is subsequently closed, the defaulting party shall pay damages as provided for in this Contract. The non-defaulting party will be
42 entitled to collect damages as soon as the default occurs and the notice and cure provisions provided for in Paragraph 17, Default, are not applicable to this
43 paragraph. Buyer agrees to pay \$500 in closing costs to the Seller. 

44 7. POSSESSION. Possession is delivered when Seller has vacated and delivered the keys to the Premises to Buyer. If Seller does not give possession on the date
45 provided for in this Contract, Buyer may seek possession by any means available in law or equity. Seller agrees to leave the Premises in broom clean condition. Prior
46 to possession, all debris and personal property that is not conveyed to Buyer shall be removed. If Seller fails to provide Buyer with possession on the day provided for
47 in this Contract, Buyer will be entitled to collect damages upon the failure to provide possession. The notice and cure provisions in Paragraph 17, Default, of this
48 Contract are not applicable to this paragraph.

- 49 (a) Post-Closing Possession. Unless otherwise agreed in writing, possession shall be delivered by 12:00 Noon on _____,
50 provided that if closing is delayed past scheduled date, possession will not be delivered prior to closing.
51 (b) Possession At Closing. Seller shall deliver possession at time of closing.


01/21/20
11:14 AM CST
dotloop verified



PEORIA AREA ASSOCIATION OF REALTORS®

Seller's conveyance shall be by recordable Quit-Claim Deed with release of homestead rights at the closing on this transaction upon the Buyer's compliance with the terms of this contract. Should Buyer obtain a Title Commitment under Paragraph 13, the Seller shall provide Buyer with a recordable Warranty Deed with release of homestead rights subject only to exceptions permitted under Paragraph 13.

01/21/20
9:05 AM CST
dotloop verified

53 8. ~~CONVEYANCE. Seller's conveyance shall be by a recordable Warranty Deed (or Trustee's or Executor's Deed, if applicable) with release of homestead rights,~~
54 ~~subject only to exceptions permitted herein, at the closing of this transaction upon Buyer's compliance with the terms of this Contract.~~ Seller shall also provide the
55 state and county transfer tax declarations and any other transfer tax declaration, zoning exemption certificate or bill of sale for personal property when applicable.
56 Within five (5) days after acceptance of this Contract, Buyer shall notify Seller or Seller's attorney, in writing, how Buyer will take title to the Premises.

57 9. **FIXTURES AND PERSONAL PROPERTY.** Seller shall convey all existing improvements and fixtures (unless leased), including but not limited to all attached
58 carpeting and other attached floor coverings, all attached cooling, heating, plumbing and electrical systems and all available screens, storm sashes and combination
59 doors, window shades and blinds, curtain rods, TV wall mounts, awnings, sump pump, ceiling fans, water softener leased owned N/A {CHECK ONE},
60 propane tank leased owned N/A {CHECK ONE}, built-in appliances and cabinets, planted vegetation, radiator covers, garage door openers and
61 (# _____) remote units, and security system leased owned N/A {CHECK ONE}. All included items shall be left on the Premises at closing and are
62 included in the sale price. Upon Buyer's request, any items of personal property shall be transferred to Buyer by a bill of sale with warranty of title at closing.

63 (a) The following additional items are included in the sale and title shall pass at closing:

64

65
66
67 (b) The following items are retained by Seller and are excluded from this Contract:

68

69 10. **CONDITION OF PREMISES.**

70 I. Buyer waives the opportunity to personally inspect the Premises prior to the submission of this offer.

71 II. Buyer acknowledges personal inspection of the Premises and accepts same in the condition indicated below.

72 (a) **As-Is Condition.** Premises will be accepted in as-is condition as of the date of the Buyer's submission of this offer,
73 reasonable wear and tear to date of possession excepted (no warranties expressed or implied with the exception of Paragraph 11, Wood
74 Infestation Report).

75 (b) **As-Is Condition With Limited Warranties.** Premises will be accepted in as-is condition as of the date of the Buyer's
76 submission of this offer with the exception of Paragraph 11, Wood Infestation Report except Seller warrants the plumbing, well and septic systems
77 (if any), heating, electrical and air conditioning systems and all appliances included as part of the purchase price to be in **reasonable working**
78 **order on date of possession** except:

T-L

79

80
81
82 **If any of the above are not in reasonable working order as of the date of possession, Buyer has two (2) days to notify Seller in writing of a breach of either**
83 **subparagraphs (a) or (b). Failure to give written notice within the two (2) day period shall constitute a waiver of the right to recover for damages pursuant to**
84 **this paragraph.**

85 The provisions of this Paragraph are not a waiver of the Buyer's right to obtain or conduct any other inspection(s) or test(s) provided for in this Contract
86 and its Amendments.

87 III. **As Per New Construction Amendment.**

88 11. **WOOD-INFESTATION REPORT.** At least ten (10) but no more than thirty (30) days prior to closing, Buyer shall, at Buyer's expense, obtain a written report from a
89 licensed pest control firm certifying to Buyer (with a copy provided to Seller ten (10) days prior to closing) that the Premises have been inspected within such period
90 for termite and other wood-destroying insect infestation. For purposes hereof, Premises shall include the residence, any garage and any attached improvements to the
91 residence. If treatment is recommended, the Premises shall be treated by a reputable company of Seller's choice at Seller's expense. Any other or further treatment,
92 except as set forth by the foregoing, shall be at the expense of Buyer. If structural damage due to prior or existing infestation is found, Seller shall have the option of
93 correcting the structural damage or returning the earnest money to Buyer and terminating the Contract unless Buyer chooses to waive such repairs and accept the
94 Premises in its existing condition. However, if the written estimate of such repairs exceeds \$1,500.00, Buyer shall have the option of terminating this Contract and the
95 earnest money shall be returned to Buyer. Seller shall not be responsible for termite or other wood boring insect infestation or damage beyond closing. Buyer must
96 give written notice to Seller of infestation and/or damage no later than ten (10) days prior to the closing date. Failure to give written notice shall constitute a waiver of
97 any claim against Seller under this paragraph.

98 12. **INSURANCE.** Seller shall, at Seller's expense, keep Premises constantly insured with a responsible insurance company or companies against loss by fire with
99 extended coverage for its full insurable value until closing. If the Premises are materially damaged by fire or other casualty before closing, Buyer may, at Buyer's
100 option: (a) accept the insurance or other settlement and complete the transaction; or (b) cancel this Contract, in which event the amount paid by Buyer hereunder
101 shall be refunded.

116 LOREN st, East Peoria, IL 61611

Property Address

01/21/20
11:14 AM CST
dotloop verified

PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

Buyer may, at Buyer's expense, order dotloop verified

103 13. **EVIDENCE OF TITLE.** Seller shall, at Seller's expense, order within 14 days after acceptance and Seller shall deliver at least fourteen (14) before closing to
104 Buyer showing Seller's merchantable title in the Premises a Commitment for Title Insurance issued by a title insurance company regularly doing business in the
105 county where the Premises are located, committing the company to issue an ALTA policy insuring title to the Premises in Buyer for the amount of the purchase price.

106 Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record;
107 (d) limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; (e) items assumed by Buyer hereunder; (f) any lien which may be
108 removed by the payment of money from the purchase price at closing; (g) covenants and restrictions of record; (h) reservation of mineral title; and (i) the ALTA
109 policy standard exceptions; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the
110 Premises or if they materially restrict the reasonable use of the Premises for residential purposes.

111 If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of the exceptions to Seller within a reasonable time, but not later
112 than ten (10) days before the closing date. Seller shall have a reasonable time (but not later than the closing date) to have title exceptions removed. If Seller is unable
113 to cure the exceptions or if any extension beyond the closing date would result in the expiration or adverse change in the terms of Buyer's loan commitment, then
114 Buyer shall have the option to terminate this Contract and Seller shall refund the earnest money.

115 14. **SELLER'S AFFIDAVIT.** Upon Buyer's request, Seller shall execute at the closing a standard Seller's Affidavit on the form approved by the Peoria County Bar
116 Association. The Seller's Affidavit will be prepared and provided by the Buyer to the Seller. If a term or provision in the standard Seller's Affidavit differs from the
117 actual terms or provisions of this Contract or any amendments hereto, the terms of the Seller's Affidavit will be modified to conform to the terms or conditions as
118 provided for in this Contract.

119 15. **TAXES AND ASSESSMENTS.** Real estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit
120 for same allowed Buyer. If the amount of the taxes is not then ascertainable, prorating shall be on the basis of the most current net taxable value of the property
121 (current assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of Buyer. Special assessments which are a
122 lien upon the real estate as of the date of closing shall be Seller's expense and paid in full at closing or a credit for same allowed Buyer. Transfer taxes shall be paid
123 by Seller.

124 16. **MISCELLANEOUS PRORATIONS/FEES.** Rents, if applicable; private service contracts; propane gas and leased tanks, if any; and homeowners and/or
125 condominium association dues, assessments, or maintenance fees if any, shall be prorated as of the date of possession. Buyer shall be given a credit for any
126 security deposits held by Seller. Seller represents that the dues, assessments or maintenance fees pertaining to the Premises are:

- 127 \$ N/A Month / Quarter / Year for _____
- 128 \$ N/A Month / Quarter / Year for _____
- 129 \$ N/A Month / Quarter / Year for _____
- 130 \$ N/A Month / Quarter / Year for _____

131 17. **DEFAULT.** If either party does not perform any obligation under this Contract, (a "default"), the non-defaulting party shall give written notice of the default to the
132 defaulting party. Notice must be given no later than seven (7) days after the scheduled closing date (or any written extension thereof) or possession. Failure to provide
133 the notice shall limit available remedies of the non-defaulting party to recovery of the earnest money deposit. If notice is properly given, and the defaulting party does
134 not cure the default within ten (10) days of the notice, the non-defaulting party may pursue any remedy available in law or equity, including specific performance.
135 Amounts recoverable for damages are not limited to the amount of the earnest money deposit. In the event of litigation, the defaulting or losing party shall pay upon
136 demand the reasonable attorney's fees and court costs (if any) incurred by the prevailing party.

137 18. **NOTICES.** Any notice required under this Contract shall be in writing and shall be deemed served upon Seller or Buyer when personally delivered, deposited for
138 mailing by first class mail, or sent by facsimile or e-mail to Buyer, Seller, their REALTORS® or licensed real estate agents at their addresses or at their e-mail
139 addresses and facsimile numbers set forth herein.

140 19. **PERFORMANCE.** Except for acceptance (of offer or counteroffer), or possession, whenever the day for performance falls upon a Saturday, Sunday, or state
141 or federal holiday, the day for performance shall be extended to the next business day.

142 20. **EARNEST MONEY DISTRIBUTION.** Upon receipt of a written request by Buyer or Seller for return or delivery of the earnest money, or failure of the transaction
143 to close as provided for in this Contract, the Escrowee shall promptly give the other party a copy of the request, and provide both parties a statement of how the
144 Escrowee proposes to distribute the earnest money. If the Escrowee does not receive written objection to the proposed distribution from Buyer or Seller within
145 fourteen (14) days after service of the request and statement, the Escrowee may proceed to distribute the earnest money in accordance with the proposed distribution.
146 The Buyer and Seller instruct the Escrowee of the earnest money that in the event of any dispute regarding the right to the earnest money, the Escrowee shall retain the
147 funds until receipt of joint written instruction from both Seller and Buyer or Order of Court. Alternatively, the Escrowee may interplead any funds held into the Court
148 for distribution after resolution of the dispute between Seller and Buyer, and the Escrowee may retain from the funds the amount necessary to reimburse Escrowee for
149 court costs and reasonable attorney's fees incurred due to the interpleader. If the amount held is inadequate to reimburse Escrowee for court costs and attorney's fees,
150 Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred.

151 21. **PRECLOSING INSPECTION.** At a prearranged, reasonable time within five (5) days prior to closing, Buyer shall have the right to inspect the Premises and other
152 property sold hereunder to determine that there has been no material change in the condition of same and to otherwise determine compliance with the terms and
153 conditions of this Contract. Buyer shall give Seller written notice prior to closing of any problems identified during Buyer's inspection.

154 22. **RESPA; FIRPTA.** If applicable, Seller and Buyer agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of
155 the Real Estate Settlement Procedures Act of 1974, as amended, and (if Seller is not a citizen of the United States) furnish such action and documents as are
156 necessary to comply with the Foreign Investment in Real Property Tax Act. The parties further agree to execute and deliver any other documents reasonably
157 necessary to effectuate compliance with any other provisions of law required in connection with this transaction.

158

116 LOREN st, East Peoria, IL 61611

Property Address

PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

Page 4

159 23. **ENTIRETY OF AGREEMENT.** This Contract contains the entire agreement between the parties and **NO ORAL REPRESENTATION, WARRANTY or**
160 **COVENANT** exists. This Contract supersedes and nullifies any agreement (or offer or counteroffer) as may have been given or entered into by the parties prior to the
161 date of the acceptance hereof.

162 24. **TIME OF THE ESSENCE.** Time for performance of the obligations of the parties is of the essence of this Contract.

163 25. **MANDATORY DISCLOSURES BY SELLER.**

164 **INITIAL APPROPRIATE ITEMS BELOW:**

165 I. **Illinois' Residential Real Property Disclosure Act** requires sellers of residential real property (unless newly constructed and not previously occupied) to
166 provide buyers with a prescribed disclosure report. Seller certifies that there have been no material changes since Seller executed the disclosure report. In
167 addition, Seller shall promptly notify Buyer in writing of any material defects, of which Seller becomes aware, in the Premises until the date of possession.

27
01/21/20
11:14 AM CST
dotloop verified

168 (a) Buyer has received a copy of the disclosure report prior to signing this contract.

169 (b) Buyer has not received a copy of the disclosure report. This contract is contingent upon receipt of Illinois Residential Real
170 Property Disclosure Report within _____ Days/Hours. When a report is required, if it discloses a material defect, Buyer will
171 have three (3) business days after receipt to terminate this contract and have the earnest money returned without liability. If a report
172 is required, Buyer's refusal to close until three (3) business days after receipt shall not be a breach of Contract. Termination may
173 not occur after closing.

174 (c) Buyer acknowledges that Seller is exempt from providing this disclosure report.

175 II. **Lead-Based Paint and Lead-Based Paint Hazards.** Federal law requires Sellers must complete the Disclosure of Information and Acknowledgment of Lead-
176 Based Paint and/or Lead-Based Paint hazards and agree that Buyer, at Buyer's expense, may have the property inspected for the presence of lead-based paint
177 and/or lead-based paint hazards.

27
01/21/20
11:14 AM CST
dotloop verified

178 (a) Buyer acknowledges receipt of disclosure.

179 (b) Buyer has not yet received this disclosure. This contract is contingent upon receipt of Lead-Based Paint Disclosure within
180 _____ Days/Hours. Buyer shall have an unconditional right to unilaterally cancel the Contract for a period three (3) days after
181 the disclosure is received by the Buyer or five (5) days after the disclosure is mailed (via certified mail, return receipt requested) to
182 Buyer's present address as shown below. If Buyer cancels the Contract upon receipt of the disclosure, then Buyer shall be entitled
183 to a prompt return of the earnest money.

184 (c) Buyer acknowledges that Seller represents the property was built in 1978 or after and is exempt from this disclosure.

185 III. **Radon Hazards.** Illinois law requires Sellers must complete the Disclosure of Information on Radon Hazards.

27
01/21/20
11:14 AM CST
dotloop verified

186 (a) Buyer acknowledges receipt of disclosure.

187 (b) Buyer has not yet received this disclosure. This contract is contingent upon receipt of Radon Hazards Disclosure within
188 _____ Days/Hours. Buyer shall have an unconditional right to unilaterally cancel the Contract for a period three (3) days after
189 the disclosure is received by the Buyer or five (5) days after the disclosure is mailed (via certified mail, return receipt requested) to
190 Buyer's present address as shown below. If Buyer cancels the Contract upon receipt of the disclosure, then Buyer shall be entitled
191 to a prompt return of the earnest money.

192 (c) Buyer acknowledges that Seller is exempt from providing this disclosure.

193 26. **STATE OF ILLINOIS LICENSE LAW AND REALTOR® CODE OF ETHICS REQUIRED DISCLOSURES.**

194 **INITIAL APPROPRIATE ITEMS BELOW:**

195 (a) Seller discloses and Buyer acknowledges that the Seller is a licensed real estate agent or that _____
196 are licensed real estate agents that have an interest in or are principals in the Seller.

197 (b) Buyer discloses and Seller acknowledges that the Buyer is a licensed real estate agent or that _____
198 are licensed real estate agents who have an interest in or are principals in the Buyer.

199 (c) _____, the agent for the Seller Buyer discloses that he/she is related or are affiliated
200 with the Seller Buyer in the following manner: _____
201

116 LOREN st, East Peoria, IL 61611

Property Address

27
01/21/20
11:14 AM CST
dotloop verified

27
01/21/20
11:14 AM CST
dotloop verified

PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

Page 5

202 27. **FAIR HOUSING.** The undersigned acknowledge that it is illegal to refuse to display or sell real estate because of race, color, national origin, religion, sex, ancestry,
203 age, disability, familial status, marital status, military status, unfavorable discharge from military service, sexual orientation, order of protection status, or any other
204 class protected by Article 3 of the Illinois Human Rights Act. The parties agree to comply with all applicable federal, state and local Fair Housing laws.

205
206 28. **UNAUTHORIZED ACCESS.** Buyer acknowledges that Buyer's agent must be present in order for Buyer to attend any inspections or otherwise access the Premises.
207
208

209 **THIS CONTRACT INCLUDES ADDITIONAL AMENDMENTS RELATIVE TO (CHECK YES OR NO):**

210	<u>Amendment</u>	<u>Form #</u>	<u>Amendment</u>	<u>Form #</u>
211	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Appraisal	1200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New Construction	1204
212	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Buyer Inspection	1200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Radon Inspection	1200
213	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Condominium	1206	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Repair	1210
214	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Financing	1202	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Short Sale	1216
215	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Home Warranty	1200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Subject To Closing	2000
216	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lead-Based Paint Testing ..	1214	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Subject To Sale	2001
217	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Mold Inspection	1200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Survey or Mortgagee Insp. Plat	1200
218			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Well/Septic	1200
219	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional Amendment(s) (identify specific Amendment(s):			

221 THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL WARRANTIES HEREIN, EITHER IMPLIED OR EXPRESSED, ARE NOT
222 THOSE OF THE REALTORS® AND THE REALTORS® ARE HEREBY RELEASED FROM ANY LIABILITY ARISING FROM THOSE
223 WARRANTIES. FURTHER IT IS AGREED THAT THE REALTORS® SHALL BE HELD HARMLESS FROM ANY EXPENSES,
224 DAMAGES, COSTS AND ATTORNEYS FEES ARISING OUT OF AN ACTION BY THE PARTY THAT BROUGHT THE ACTION
225 AGAINST THE REALTOR® BASED UPON THE WARRANTIES, WHETHER IMPLIED OR EXPRESSED, CONTAINED IN THIS
226 CONTRACT. THE PARTIES HERETO ALSO ACKNOWLEDGE THAT THE BROKER AND THE REAL ESTATE AGENT ARE
227 RETAINED SOLELY AS REAL ESTATE PROFESSIONALS AND NOT AS AN ATTORNEY, TAX ADVISOR, SURVEYOR,
228 STRUCTURAL ENGINEER, HOME INSPECTOR, ENVIRONMENTAL CONSULTANT, ARCHITECT, CONTRACTOR OR OTHER
229 PROFESSIONAL SERVICE PROVIDER. THE PARTIES UNDERSTAND THAT THESE PROFESSIONAL SERVICE PROVIDERS ARE
230 AVAILABLE TO RENDER ADVICE AND SERVICES, IF DESIRED, AT THE PARTIES' EXPENSE.

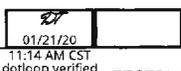
231 NOTICE: THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON, OR REAL ESTATE CLOSING AGENT HAS NOT AND, UNDER
232 APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THIS CONTRACT, OTHER
233 DOCUMENTS RELATING TO CLOSING OR PROVIDE LEGAL ADVICE AT THE CLOSING OF THIS TRANSACTION.

234 **CAUTION: THIS WILL BE A LEGALLY BINDING CONTRACT WHEN FULLY SIGNED**
235 **AND THE PARTIES SHOULD SEEK LEGAL COUNSEL.**

236 **ATTORNEY'S MODIFICATION.** It is agreed by the parties that their respective attorneys may, except for the purchase price and closing
237 date, approve, disapprove or suggest modifications to this Contract, including all amendments. If within five (5) days after the date of the
238 Contract an agreement has not been reached by the parties hereto and written notice thereof is given to either party, this Contract shall be
239 null and void and the earnest money shall be refunded to Buyer. In the absence of written notice within the time specified herein, this
240 provision shall be deemed waived by all parties hereto and this Contract shall continue in full force and effect.
241

116 LOREN st, East Peoria, IL 61611

Property Address



PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

295	Seller's Attorney: _____	Buyer's Attorney: _____
296	(____) _____ (____) _____	_____ (telephone) _____ (facsimile)
297	(telephone) (facsimile)	(telephone) (facsimile)
298	_____	_____
299	_____	_____
300	_____	_____
301	Email Address: _____	Email Address: _____
302	_____	_____
303	Listing Company: <u>Crowne Realty, LLC</u>	Selling Company: <u>Adam Merrick Real Estate</u>
304	_____	_____
305	Listing Company Real Estate License #: _____	Selling Company Real Estate License #: <u>478.026920</u>
306	_____	_____
307	_____	_____
308	(telephone) (facsimile)	(telephone) (facsimile)
309	_____	_____
310	Listing Agent: <u>Aaron Cody</u>	Buyer's Agent: <u>Nathan McCallister</u>
311	_____	_____
312	Listing Agent Real Estate License #: _____	Buyer's Agent Real Estate License #: <u>475.187292</u>
313	_____	_____
314	_____	<u>309-264-5754</u>
315	(telephone) (facsimile)	(telephone) (facsimile)
316	_____	_____
317	Email Address: <u>aaron@codyrealtyteam.com</u>	Email Address: <u>nathan.m@adamerrick.com</u>
318	_____	_____
319	Team Lead: _____	Team Lead: <u>Adam Merrick</u>
320	_____	_____
321	Team Lead Real Estate License #: _____	Team Lead Real Estate License #: <u>471.018071</u>
322	_____	_____
323	_____	<u>309-282-1000</u> <u>309-282-1000</u>
324	(telephone) (facsimile)	(telephone) (facsimile)
325	_____	_____
326	Email Address: _____	Email Address: _____
327	_____	_____
328	_____	_____

329 **OFFER REJECTED:**

330 Signature of Seller: _____ Date: _____

331 _____

332 _____

333 _____

334 **COUNTEROFFER REJECTED:**

335

336 Signature of Buyer: _____ Date: _____

337 _____

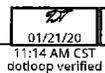
338 _____

339 _____

340 *THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED AND APPROVED AS OF JANUARY, 2019 UNDER THE SUPERVISION OF THE PEORIA AREA ASSOCIATION OF REALTORS® AND THE PEORIA COUNTY BAR ASSOCIATION. APPROVAL DOES NOT CONSTITUTE AN OPINION THAT THE TERMS AND CONDITIONS IN THIS CONTRACT SHOULD BE ACCEPTED BY THE PARTIES FOR A PARTICULAR TRANSACTION.*

116 LOREN st, East Peoria, IL 61611
Property Address

Page 7 of 7 01/21/20 Buyer's Initials Page 7 of 7 Seller's Initials





TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: February 11, 2020

SUBJECT: Sale of Property at 402 Monson

BACKGROUND: Brian Thornhill has offered the City \$12,000 plus \$500 in closing costs for the City Attorney's Office for this property which still has a home on it. With an appraisal of \$15,000, this offer meets the City's required threshold of 80% of that value to sell it. The buyer intends to make improvements to the structure to make it habitable again. Staff is thrilled to get in back on the tax rolls and to welcome new residents to our community.

RECOMMENDATION: Approval, as presented.

ORDINANCE NO. 4485

**AN ORDINANCE PROVIDING FOR THE SALE OF
EXCESS CITY PROPERTY AT 402 MONSON STREET**

WHEREAS, the City of East Peoria owns an excess parcel of property located at 402 Monson Street in East Peoria, as described in Exhibit A, attached hereto and incorporated by reference, which contains a residential structure, and hereinafter referred to as the "Parcel"; and

WHEREAS, the City acquired the Parcel through the abandonment provisions of the "Unsafe Property" Division of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-31-1, *et seq.*); and

WHEREAS, the City seeks to sell the Parcel pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1), which provides for the appraisal of the property by a certified or licensed appraiser and then the sale of the property by City Officials for no less than 80% of the appraised value, and the City has previously adopted and published Resolution No. 1920-085 authorizing the sale of the Parcel under the provisions of Section 11-76-4.1 of the Illinois Municipal Code; and

WHEREAS, the City has obtained an appraisal of the Parcel from a properly certified appraiser that appraises the Parcel at \$15,000.00 in value; and

WHEREAS, the City has received an offer to purchase the Parcel for \$12,000.00 from Brian Thornhill pursuant to the Sales Contract as provided in Exhibit B, attached hereto and incorporated by reference (the "Contract"); and

WHEREAS, under the terms of the Contract, Brian Thornhill will also pay \$500.00 in closing costs that will assist the City with payment of legal fees related to this transaction; and

WHEREAS, the City hereby finds that it is in the best interests of the City to sell the Parcel (as excess City property) to Brian Thornhill at the price of \$12,000.00, which is 80% of the appraised value of the Parcel;

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

Section 1. The City hereby declares that the Parcel is unnecessary for current City uses or operations and that this Parcel is hereby designated excess property of the City.

Section 2. The City hereby further declares that the public interest will be best served if the Parcel is sold to Brian Thornhill pursuant to the Contract at a price of \$12,000.00 plus \$500.00 for associated closing costs.

Section 3. Upon receipt of the payment from Brian Thornhill pursuant to the terms of the Contract as provided herein, the Parcel shall be transferred to Brian Thornhill.

Section 4. The Contract for the sale of the Parcel is hereby approved, and the Mayor and City Clerk are hereby authorized and instructed to execute the Contract, together with such modifications therein as the Mayor in his discretion may approve, and all documents necessary to effectuate the provisions of this Ordinance.

Section 5. The property sale and transfer under this Ordinance shall not be effective until the aforementioned Brian Thornhill has paid to the City of East Peoria the total payment provided herein as the consideration for the acquisition and transfer of said Parcel.

Section 6. Upon receipt of consideration in the amount prescribed by Section 2 of this Ordinance, the Mayor and City Clerk are hereby authorized and directed to execute a Deed conveying the interest in the Parcel to Brian Thornhill.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION BY A TWO-THIRDS VOTE IN COMPLIANCE WITH SECTION 11-76-4.1 OF THE MUNICIPAL CODE (65 ILCS 5/11-76-4.1) THIS ____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL
(402 Monson Street, East Peoria)

Legal Description: The North Half of Lots 85 and 86 in RICHLAND FARMS, an addition to East Peoria, Tazewell Co., Ill., being parts of Section 32, Township 26 North, Range 4 West of the Third Principal Meridian, as shown on the plat thereof recorded in Plat book "F", page 50, EXCEPTING THEREFROM the North 9 feet thereof; situated in TAZEWELL COUNTY, ILLINOIS.

Tax I.D. No. 01-01-32-117-010

Sale of City Owned Property

Exhibit "A"

402 Monson St.

Legal Description: P.I.N.: 01-01-32-117-010



EXHIBIT B

RESIDENTIAL SALES CONTRACT
(116 Loren Street, Washington)



PEORIA AREA ASSOCIATION OF REALTORS®

IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION

RESIDENTIAL SALES CONTRACT

THIS FORM HAS BEEN PREPARED ONLY FOR REALTORS® AND ATTORNEYS.
THIS FORM IS FOR RESIDENTIAL TRANSACTIONS ONLY. THIS FORM IS NOT TO BE USED FOR COMMERCIAL SALES.

*** NOTICE ***

CONFIRMATION OF CONSENT TO DUAL AGENCY. The undersigned confirm that they have previously consented to _____ ("Licensee"), acting as a Dual Agent in providing brokerage service on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.
Buyer's Initials _____ Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

1. **MUTUAL COVENANTS.** Seller agrees to sell and Buyer agrees to purchase, upon the terms set forth in this Contract, the real estate commonly known as 402 Monson st, East Peoria, IL 61611 with a tax identification number(s) 01-01-32-117-010 and legally described as follows: SEC 32 T26N R4W RICHLAND FARMS ADDN N 1/2 OF LOTS 85 & 86 NW 1/4

(hereinafter "Premises"), (this legal description can be supplemented at a later date to provide a more accurate description) situated in Tazewell County, Illinois, with an approximate lot size of 75 x 120, and with a present zoning classification of Residential.

2. **OFFER AND ACCEPTANCE.** These terms shall constitute an offer which shall expire and earnest money shall be returned, unless this offer is accepted on or before 01/27/2020, at 2:00 o'clock P.M., or withdrawn in writing prior to acceptance.

3. **PURCHASE PRICE.** Buyer agrees to pay Seller the total sum of ~~\$10,000~~ \$12,000 ^{01/28/20}. The balance of the purchase price, adjusted by prorations and credits allowed the parties by the Contract, shall be paid to Seller when closed, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Seller. Any funds tendered at closing in the amount of \$50,000 or greater shall be in the form of "good funds" defined to be either wired funds, government checks, or title company escrow checks that are acceptable to the closing agent. Any other source of funds shall be provided to and deposited by the closing agent in advance of the closing in accordance with the closing agent's "good funds" policy.

4. **EARNEST MONEY.** Buyer shall deliver earnest money no later than the following business day after date of acceptance of this Contract. If the earnest money is not received by Escrowee as designated hereafter, Seller shall give written notice of the default to the Buyer. If notice is properly given, and the Buyer does not cure the default within two (2) days of the notice, the Contract may be terminated upon written notice from Seller to Buyer. Notice of termination shall be given in the manner provided in the contract for giving of notices.

Earnest money in the amount of \$ 500 (suggested minimum of 1% of the purchase price) shall be deposited in the Escrow Account of the Listing Company, Selling Company, Title Company, Attorney as "Escrowee" for the mutual benefit of the parties.

5. **METHOD OF PAYMENT.** Premises to be owner occupied non-owner occupied (CHECK ONE), with the following method of payment:

FINANCED. This Contract is subject to certain conditions or arrangements relating to the financing of Buyer's purchase which, if any, are set forth on the attached Financing Amendment.

CASH. This Contract is not contingent upon financing. Buyer shall provide proof of funds within 3 days of acceptance of Contract. Satisfactory proof includes, but is not limited to: current statement from a financial institution, available line of credit or verification of funds from a financial institution. Closing fee shall be paid by Buyer Seller Divided Evenly Between Both Parties (CHECK ONE).

6. **CLOSING.** The closing shall be on 02/10/2020 or such other time as may be mutually agreed in writing. The closing shall be held at the office of Buyer's Lender, or closing agent, Seller's broker or attorney, or such other place as the parties may agree. All available surveys, owner's manuals and equipment warranties shall be delivered to Buyer at or before closing. If the closing is delayed past the closing date due to the fault of either party, even if this transaction is subsequently closed, the defaulting party shall pay damages as provided for in this Contract. The non-defaulting party will be entitled to collect damages as soon as the default occurs and the notice and cure provisions provided for in Paragraph 17, Default, are not applicable to this paragraph. Buyer agrees to pay \$500 in closing costs to the Seller.

7. **POSSESSION.** Possession is delivered when Seller has vacated and delivered the Premises to the Buyer. If Seller does not give possession on the date provided for in this Contract, Buyer may seek possession by any means available in law or equity. Seller agrees to leave the Premises in broom clean condition. Prior to possession, all debris and personal property that is not conveyed to Buyer shall be removed. If Seller fails to provide Buyer with possession on the day provided for in this Contract, Buyer will be entitled to collect damages upon the failure to provide possession. The notice and cure provisions in Paragraph 17, Default, of this Contract are not applicable to this paragraph.

(a) Post-Closing Possession. Unless otherwise agreed in writing, possession shall be delivered by 12:00 Noon on _____ provided that if closing is delayed past scheduled date, possession will not be delivered prior to closing.
 (b) Possession At Closing. Seller shall deliver possession at time of closing.



T2

PEORIA AREA ASSOCIATION OF REALTORS®

Seller's conveyance shall be by recordable Quit-Claim Deed with release of homestead rights at the closing on this transaction upon the Buyer's compliance with the terms of this contract. Should Buyer obtain a Title Commitment under Paragraph 13, the Seller shall provide Buyer with a recordable Warranty Deed with release of homestead rights subject only to exceptions permitted under Paragraph 13.

53 8. **CONVEYANCE.** ~~Seller's conveyance shall be by a recordable Warranty Deed (or Trustee's or Executor's Deed, if applicable) with release of homestead rights,~~
54 ~~subject only to exceptions permitted herein, at the closing of this transaction upon Buyer's compliance with the terms of this Contract.~~ Seller shall also provide the
55 state and county transfer tax declarations and any other transfer tax declaration, zoning exemption certificate or bill of sale for personal property when applicable.
56 Within five (5) days after acceptance of this Contract, Buyer shall notify Seller or Seller's attorney, in writing, how Buyer will take title to the Premises.

57 9. **FIXTURES AND PERSONAL PROPERTY.** Seller shall convey all existing improvements and fixtures (unless leased), including but not limited to all attached
58 carpeting and other attached floor coverings, all attached cooling, heating, plumbing and electrical systems and all available screens, storm sashes and combination
59 doors, window shades and blinds, curtain rods, TV wall mounts, awnings, sump pump, ceiling fans, water softener (leased) (owned) (N/A) (CHECK ONE),
60 propane tank (leased) (owned) (N/A) (CHECK ONE), built-in appliances and cabinets, planted vegetation, radiator covers, garage door openers and
61 (#0) remote units, and security system (leased) (owned) (N/A) (CHECK ONE). All included items shall be left on the Premises at closing and are
62 included in the sale price. Upon Buyer's request, any items of personal property shall be transferred to Buyer by a bill of sale with warranty of title at closing.

(a) The following additional items are included in the sale and title shall pass at closing:

(b) The following items are retained by Seller and are excluded from this Contract:

69 10. **CONDITION OF PREMISES.**

70 I. Buyer waives the opportunity to personally inspect the Premises prior to the submission of this offer.

71 II. Buyer acknowledges personal inspection of the Premises and accepts same in the condition indicated below.



72 (a) **As-Is Condition.** Premises will be accepted in as-is condition as of the date of the Buyer's submission of this offer,
73 reasonable wear and tear to date of possession excepted (no warranties expressed or implied with the exception of Paragraph 11, Wood
74 Infestation Report).

75 (b) **As-Is Condition With Limited Warranties.** Premises will be accepted in as-is condition as of the date of the Buyer's
76 submission of this offer with the exception of Paragraph 11, Wood Infestation Report except Seller warrants the plumbing, well and septic systems
77 (if any), heating, electrical and air conditioning systems and all appliances included as part of the purchase price to be in reasonable working
78 order on date of possession except:
79

80
81
82 If any of the above are not in reasonable working order as of the date of possession, Buyer has two (2) days to notify Seller in writing of a breach of either
83 subparagraphs (a) or (b). Failure to give written notice within the two (2) day period shall constitute a waiver of the right to recover for damages pursuant to
84 this paragraph.

85 The provisions of this Paragraph are not a waiver of the Buyer's right to obtain or conduct any other inspection(s) or test(s) provided for in this Contract
86 and its Amendments.

87 III. As Per New Construction Amendment.

88 11. **WOOD-INFESTATION REPORT.** At least ten (10) but no more than thirty (30) days prior to closing, Buyer shall, at Buyer's expense, obtain a written report from a
89 licensed pest control firm certifying to Buyer (with a copy provided to Seller ten (10) days prior to closing) that the Premises have been inspected within such period
90 for termite and other wood-destroying insect infestation. For purposes hereof, Premises shall include the residence, any garage and any attached improvements to the
91 residence. If treatment is recommended, the Premises shall be treated by a reputable company of Seller's choice at Seller's expense. Any other or further treatment,
92 except as set forth by the foregoing, shall be at the expense of Buyer. If structural damage due to prior or existing infestation is found, Seller shall have the option of
93 correcting the structural damage or returning the earnest money to Buyer and terminating the Contract unless Buyer chooses to waive such repairs and accept the
94 Premises in its existing condition. However, if the written estimate of such repairs exceeds \$1,500.00, Buyer shall have the option of terminating this Contract and the
95 earnest money shall be returned to Buyer. Seller shall not be responsible for termite or other wood boring insect infestation or damage beyond closing. Buyer must
96 give written notice to Seller of infestation and/or damage no later than ten (10) days prior to the closing date. Failure to give written notice shall constitute a waiver of
97 any claim against Seller under this paragraph.

98 12. **INSURANCE.** Seller shall, at Seller's expense, keep Premises constantly insured with a responsible insurance company or companies against loss by fire with
99 extended coverage for its full insurable value until closing. If the Premises are materially damaged by fire or other casualty before closing, Buyer may, at Buyer's
100 option: (a) accept the insurance or other settlement and complete the transaction; or (b) cancel this Contract, in which event the amount paid by Buyer hereunder
101 shall be refunded.
102

402 Monson st, East Peoria, IL 61611

Property Address

Page 2 of 7 [redacted] Buyer's Initials

Page 2 of 7 [redacted] Seller's Initials

PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

T-2 BT
01/29/20
3:03 PM CST

Buyer may, at Buyer's expense, order

- 103 13. ~~EVIDENCE OF TITLE.~~ Seller shall, at Seller's expense, order within five (5) days after acceptance and Seller shall deliver at least fourteen (14) before closing to
 104 Buyer showing Seller's marketable title in the Premises a Commitment for Title Insurance issued by a title insurance company regularly doing business in the
 105 county where the Premises are located, committing the company to issue an ALTA policy insuring title to the Premises in Buyer for the amount of the purchase price.
 106 Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record;
 107 (d) limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; (e) items assumed by Buyer hereunder; (f) any lien which may be
 108 removed by the payment of money from the purchase price at closing; (g) covenants and restrictions of record; (h) reservation of mineral title; and (i) the ALTA
 109 policy standard exceptions; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the
 110 Premises or if they materially restrict the reasonable use of the Premises for residential purposes.
 111 If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of the exceptions to Seller within a reasonable time, but not later
 112 than ten (10) days before the closing date. Seller shall have a reasonable time (but not later than the closing date) to have title exceptions removed. If Seller is unable
 113 to cure the exceptions or if any extension beyond the closing date would result in the expiration or adverse change in the terms of Buyer's loan commitment, then
 114 Buyer shall have the option to terminate this Contract and Seller shall refund the earnest money.
- 115 14. SELLER'S AFFIDAVIT. Upon Buyer's request, Seller shall execute at the closing a standard Seller's Affidavit on the form approved by the Peoria County Bar
 116 Association. The Seller's Affidavit will be prepared and provided by the Buyer to the Seller. If a term or provision in the standard Seller's Affidavit differs from the
 117 actual terms or provisions of this Contract or any amendments hereto, the terms of the Seller's Affidavit will be modified to conform to the terms or conditions as
 118 provided for in this Contract.
- 119 15. TAXES AND ASSESSMENTS. Real estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit
 120 for same allowed Buyer. If the amount of the taxes is not then ascertainable, proration shall be on the basis of the most current net taxable value of the property
 121 (current assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of Buyer. Special assessments which are a
 122 lien upon the real estate as of the date of closing shall be Seller's expense and paid in full at closing or a credit for same allowed Buyer. Transfer taxes shall be paid
 123 by Seller.
- 124 16. MISCELLANEOUS PRORATIONS/FEEES. Rents, if applicable; private service contracts; propane gas and leased tanks, if any; and homeowners and/or
 125 condominium association dues, assessments, or maintenance fees if any, shall be prorated as of the date of possession. Buyer shall be given a credit for any
 126 security deposits held by Seller. Seller represents that the dues, assessments or maintenance fees pertaining to the Premises are:
 127 \$ _____ Month / Quarter / Year for _____
 128 \$ _____ Month / Quarter / Year for _____
 129 \$ _____ Month / Quarter / Year for _____
 130 \$ _____ Month / Quarter / Year for _____
- 131 17. DEFAULT. If either party does not perform any obligation under this Contract, (a "default"), the non-defaulting party shall give written notice of the default to the
 132 defaulting party. Notice must be given no later than seven (7) days after the scheduled closing date (or any written extension thereof) or possession. Failure to provide
 133 the notice shall limit available remedies of the non-defaulting party to recovery of the earnest money deposit. If notice is properly given, and the defaulting party does
 134 not cure the default within ten (10) days of the notice, the non-defaulting party may pursue any remedy available in law or equity, including specific performance.
 135 Amounts recoverable for damages are not limited to the amount of the earnest money deposit. In the event of litigation, the defaulting or losing party shall pay upon
 136 demand the reasonable attorney's fees and court costs (if any) incurred by the prevailing party.
- 137 18. NOTICES. Any notice required under this Contract shall be in writing and shall be deemed served upon Seller or Buyer when personally delivered, deposited for
 138 mailing by first class mail, or sent by facsimile or e-mail to Buyer, Seller, their REALTORS® or licensed real estate agents at their addresses or at their e-mail
 139 addresses and facsimile numbers set forth herein.
- 140 19. PERFORMANCE. Except for acceptance (of offer or counteroffer), or possession, whenever the day for performance falls upon a Saturday, Sunday, or state
 141 or federal holiday, the day for performance shall be extended to the next business day.
- 142 20. EARNEST MONEY DISTRIBUTION. Upon receipt of a written request by Buyer or Seller for return or delivery of the earnest money, or failure of the transaction
 143 to close as provided for in this Contract, the Escrowee shall promptly give the other party a copy of the request, and provide both parties a statement of how the
 144 Escrowee proposes to distribute the earnest money. If the Escrowee does not receive written objection to the proposed distribution from Buyer or Seller within
 145 fourteen (14) days after service of the request and statement, the Escrowee may proceed to distribute the earnest money in accordance with the proposed distribution.
 146 The Buyer and Seller instruct the Escrowee of the earnest money that in the event of any dispute regarding the right to the earnest money, the Escrowee shall retain the
 147 funds until receipt of joint written instruction from both Seller and Buyer or Order of Court. Alternatively, the Escrowee may interplead any funds held into the Court
 148 for distribution after resolution of the dispute between Seller and Buyer, and the Escrowee may retain from the funds the amount necessary to reimburse Escrowee for
 149 court costs and reasonable attorney's fees incurred due to the interpleader. If the amount held is inadequate to reimburse Escrowee for court costs and attorney's fees,
 150 Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred.
- 151 21. PRECLOSING INSPECTION. At a prearranged, reasonable time within five (5) days prior to closing, Buyer shall have the right to inspect the Premises and other
 152 property sold hereunder to determine that there has been no material change in the condition of same and to otherwise determine compliance with the terms and
 153 conditions of this Contract. Buyer shall give Seller written notice prior to closing of any problems identified during Buyer's inspection.
- 154 22. RESPA; FIRPTA. If applicable, Seller and Buyer agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of
 155 the Real Estate Settlement Procedures Act of 1974, as amended, and (if Seller is not a citizen of the United States) furnish such action and documents as are
 156 necessary to comply with the Foreign Investment in Real Property Tax Act. The parties further agree to execute and deliver any other documents reasonably
 157 necessary to effectuate compliance with any other provisions of law required in connection with this transaction.

158

402 Monson st, East Peoria, IL 61611

Property Address

Page 3 of 7



Buyer's Initials

Page 3 of 7



Seller's Initials

PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

159 23. **ENTIRETY OF AGREEMENT.** This Contract contains the entire agreement between the parties and **NO ORAL REPRESENTATION, WARRANTY or**
160 **COVENANT** exists. This Contract supersedes and nullifies any agreement (or offer or counteroffer) as may have been given or entered into by the parties prior to the
161 date of the acceptance hereof.

162 24. **TIME OF THE ESSENCE.** Time for performance of the obligations of the parties is of the essence of this Contract.

163 25. **MANDATORY DISCLOSURES BY SELLER.**

164 **INITIAL APPROPRIATE ITEMS BELOW:**

165 I. Illinois' Residential Real Property Disclosure Act requires sellers of residential real property (unless newly constructed and not previously occupied) to
166 provide buyers with a prescribed disclosure report. Seller certifies that there have been no material changes since Seller executed the disclosure report. In
167 addition, Seller shall promptly notify Buyer in writing of any material defects, of which Seller becomes aware, in the Premises until the date of possession.

168 (a) Buyer has received a copy of the disclosure report prior to signing this contract.

169 (b) Buyer has not received a copy of the disclosure report. This contract is contingent upon receipt of Illinois Residential Real
170 Property Disclosure Report within _____ Days/Hours. When a report is required, if it discloses a material defect, Buyer will
171 have three (3) business days after receipt to terminate this contract and have the earnest money returned without liability. If a report
172 is required, Buyer's refusal to close until three (3) business days after receipt shall not be a breach of Contract. Termination may
173 not occur after closing.

174 (c) Buyer acknowledges that Seller is exempt from providing this disclosure report.

175 II. **Lead-Based Paint and Lead-Based Paint Hazards.** Federal law requires Sellers must complete the Disclosure of Information and Acknowledgment of Lead-
176 Based Paint and/or Lead-Based Paint hazards and agree that Buyer, at Buyer's expense, may have the property inspected for the presence of lead-based paint
177 and/or lead-based paint hazards.

178 (a) Buyer acknowledges receipt of disclosure.

179 (b) Buyer has not yet received this disclosure. This contract is contingent upon receipt of Lead-Based Paint Disclosure within
180 _____ Days/Hours. Buyer shall have an unconditional right to unilaterally cancel the Contract for a period three (3) days after
181 the disclosure is received by the Buyer or five (5) days after the disclosure is mailed (via certified mail, return receipt requested) to
182 Buyer's present address as shown below. If Buyer cancels the Contract upon receipt of the disclosure, then Buyer shall be entitled
183 to a prompt return of the earnest money.

184 (c) Buyer acknowledges that Seller represents the property was built in 1978 or after and is exempt from this disclosure.

185 III. **Radon Hazards.** Illinois law requires Sellers must complete the Disclosure of Information on Radon Hazards.

186 (a) Buyer acknowledges receipt of disclosure.

187 (b) Buyer has not yet received this disclosure. This contract is contingent upon receipt of Radon Hazards Disclosure within
188 _____ Days/Hours. Buyer shall have an unconditional right to unilaterally cancel the Contract for a period three (3) days after
189 the disclosure is received by the Buyer or five (5) days after the disclosure is mailed (via certified mail, return receipt requested) to
190 Buyer's present address as shown below. If Buyer cancels the Contract upon receipt of the disclosure, then Buyer shall be entitled
191 to a prompt return of the earnest money.

192 (c) Buyer acknowledges that Seller is exempt from providing this disclosure.

193 26. **STATE OF ILLINOIS LICENSE LAW AND REALTOR® CODE OF ETHICS REQUIRED DISCLOSURES.**

194 **INITIAL APPROPRIATE ITEMS BELOW:**

195 (a) Seller discloses and Buyer acknowledges that the Seller is a licensed real estate agent or that _____
196 are licensed real estate agents that have an interest in or are principals in the Seller.

197 (b) Buyer discloses and Seller acknowledges that the Buyer is a licensed real estate agent or that _____
198 are licensed real estate agents who have an interest in or are principals in the Buyer.

199 (c) _____, the agent for the Seller Buyer discloses that he/she is related or are affiliated
200 with the Seller Buyer in the following manner: _____
201

402 Monson st, East Peoria, IL 61611

Property Address

PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

Page 5

202 27. **FAIR HOUSING.** The undersigned acknowledge that it is illegal to refuse to display or sell real estate because of race, color, national origin, religion, sex, ancestry,
203 age, disability, familial status, marital status, military status, unfavorable discharge from military service, sexual orientation, order of protection status, or any other
204 class protected by Article 3 of the Illinois Human Rights Act. The parties agree to comply with all applicable federal, state and local Fair Housing laws.

205
206 28. **UNAUTHORIZED ACCESS.** Buyer acknowledges that Buyer's agent must be present in order for Buyer to attend any inspections or otherwise access the Premises.
207
208

209 **THIS CONTRACT INCLUDES ADDITIONAL AMENDMENTS RELATIVE TO (CHECK YES OR NO):**

210	<u>Amendment</u>	<u>Form #</u>	<u>Amendment</u>	<u>Form #</u>
211	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Appraisal	1200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No New Construction	1204
212	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Buyer Inspection	1200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Radon Inspection	1200
213	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Condominium	1206	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Repair	1210
214	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Financing	1202	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Short Sale	1216
215	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Home Warranty	1200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Subject To Closing	2000
216	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lead-Based Paint Testing ..	1214	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Subject To Sale	2001
217	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Mold Inspection	1200	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Survey or Mortgagee Insp. Plat	1200
218			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Well/Septic	1200

219 Yes No Additional Amendment(s) (Identify specific Amendment(s):

220 Buyer paid \$500 attorney fee

BT
01/28/20
4:15 PM CST

221 **THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL WARRANTIES HEREIN, EITHER IMPLIED OR EXPRESSED, ARE NOT**
222 **THOSE OF THE REALTORS® AND THE REALTORS® ARE HEREBY RELEASED FROM ANY LIABILITY ARISING FROM THOSE**
223 **WARRANTIES. FURTHER IT IS AGREED THAT THE REALTORS® SHALL BE HELD HARMLESS FROM ANY EXPENSES,**
224 **DAMAGES, COSTS AND ATTORNEYS FEES ARISING OUT OF AN ACTION BY THE PARTY THAT BROUGHT THE ACTION**
225 **AGAINST THE REALTOR® BASED UPON THE WARRANTIES, WHETHER IMPLIED OR EXPRESSED, CONTAINED IN THIS**
226 **CONTRACT. THE PARTIES HERETO ALSO ACKNOWLEDGE THAT THE BROKER AND THE REAL ESTATE AGENT ARE**
227 **RETAINED SOLELY AS REAL ESTATE PROFESSIONALS AND NOT AS AN ATTORNEY, TAX ADVISOR, SURVEYOR,**
228 **STRUCTURAL ENGINEER, HOME INSPECTOR, ENVIRONMENTAL CONSULTANT, ARCHITECT, CONTRACTOR OR OTHER**
229 **PROFESSIONAL SERVICE PROVIDER. THE PARTIES UNDERSTAND THAT THESE PROFESSIONAL SERVICE PROVIDERS ARE**
230 **AVAILABLE TO RENDER ADVICE AND SERVICES, IF DESIRED, AT THE PARTIES' EXPENSE.**

231 **NOTICE: THE REAL ESTATE BROKER, REAL ESTATE SALESPERSON, OR REAL ESTATE CLOSING AGENT HAS NOT AND, UNDER**
232 **APPLICABLE STATE LAW, MAY NOT EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THIS CONTRACT, OTHER**
233 **DOCUMENTS RELATING TO CLOSING OR PROVIDE LEGAL ADVICE AT THE CLOSING OF THIS TRANSACTION.**

234 **CAUTION: THIS WILL BE A LEGALLY BINDING CONTRACT WHEN FULLY SIGNED**
235 **AND THE PARTIES SHOULD SEEK LEGAL COUNSEL.**

236 **ATTORNEY'S MODIFICATION.** It is agreed by the parties that their respective attorneys may, except for the purchase price and closing
237 date, approve, disapprove or suggest modifications to this Contract, including all amendments. If within five (5) days after the date of the
238 Contract an agreement has not been reached by the parties hereto and written notice thereof is given to either party, this Contract shall be
239 null and void and the earnest money shall be refunded to Buyer. In the absence of written notice within the time specified herein, this
240 provision shall be deemed waived by all parties hereto and this Contract shall continue in full force and effect.

241

402 Monson st, East Peoria, IL 61611

Property Address

Page 5 of 7 Buyer's Initials

Page 5 of 7 Seller's Initials

PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

Page 6

242 Signature of Buyer: [Redacted] Signature of Buyer: [Redacted]

243 Name of Buyer: ~~Brian Thornhill~~ Brian L. Thornhill Name of Buyer: _____

244 (Print Legal Name) (Print Legal Name)

245 Date: 01/25/2020 Time: _____ Date: _____ Time: _____

246 Present Address of Buyer: [Redacted] Present Address of Buyer: _____

247 (city) (state) (zip code) (city) (state) (zip code)

248 (telephone) (facsimile) (telephone) (facsimile)

249 Email Address: [Redacted]@ [Redacted] Email Address: _____

250

251 (a) OFFER ACCEPTED AS WRITTEN.

252 (b) COUNTEROFFER: [STRIKE ITEMS UNCHANGED]

253 (1) Purchase price to be \$: _____ ; (2) Earnest Money to be \$: _____ ;

254 (3) Closing Date to be: _____ ; (4) Possession date to be: _____ ;

255 (5) See Initialed Changes on Line #: _____ ; of _____ Amendment or Contract {CHECK ONE}.

256 See Initialed Changes on Line #: _____ ; of _____ Amendment or Contract {CHECK ONE}

257 See Initialed Changes on Line #: _____ ; of _____ Amendment or Contract {CHECK ONE}

258 (6) Seller retains the following items of personal property which are excluded from this Contract:

259 _____

260 _____

261 _____

262 All other terms agreed to as written. Counteroffer to be accepted on or before _____ at _____ o'clock _____ m.,

263 unless withdrawn in writing prior to acceptance of counteroffer.

264 Signature of Seller: [Redacted] Signature of Seller: [Redacted]

265 Name of Seller: _____ Name of Seller: _____

266 (Print Legal Name) (Print Legal Name)

267 Date: _____ Time: _____ Date: _____ Time: _____

268 Present Address of Seller: _____ Forwarding Address, if any: _____

269 (city) (state) (zip code) (city) (state) (zip code)

270 (telephone) (facsimile) (telephone) (facsimile)

271 Email Address: _____ Email Address: _____

272

273 IF ANY COUNTEROFFER IS NOTED ABOVE, BUYER SHOULD SIGN ACCEPTANCE OF COUNTEROFFER BELOW:

274 Signature of Buyer: [Redacted] Signature of Buyer: [Redacted]

275 Date: _____ Time: _____ Date: _____ Time: _____

276

402 Monson st, East Peoria, IL 61611

Property Address

Page 6 of 7 [Redacted] Buyer's Initials

Page 6 of 7 [Redacted] Seller's Initials

PEORIA AREA ASSOCIATION OF REALTORS® RESIDENTIAL SALES CONTRACT

Page 7

295					
296	Seller's Attorney:	_____	Buyer's Attorney:	_____	
297					
298	(_____)	(_____)	(_____)	(_____)	
299	(telephone)	(facsimile)	(telephone)	(facsimile)	
300					
301	Email Address:	_____	Email Address:	_____	
302					
303	Listing Company:	Crowne Realty, LLC	Selling Company:	Keller Williams Premier Realty	
304					
305	Listing Company Real Estate License #:	██████████	Selling Company Real Estate License #:	██████████	
306					
307	(_____)	(_____)	(_____)	(_____)	
308	309-863-5500	(facsimile)	309-282-1544	(facsimile)	
309	(telephone)		(telephone)		
310	Listing Agent:	Aaron Cody	Buyer's Agent:	Jackson Wolfe	
311					
312	Listing Agent Real Estate License #:	██████████	Buyer's Agent Real Estate License #:	██████████	
313					
314	(_____)	(_____)	(_____)	(309-282-0250)	
315	309-863-5015	(facsimile)	309-857-1127	(309-282-0250)	
316	(telephone)		(telephone)	(facsimile)	
317	Email Address:	aaron@codyrealtyteam.com	Email Address:	jackson@schaubleteam.com	
318					
319	Team Lead:		Team Lead:	Christine Schauble	
320					
321	Team Lead Real Estate License #:		Team Lead Real Estate License #:	471.010122	
322					
323	(_____)	(_____)	(_____)	(_____)	
324	(telephone)	(facsimile)	309-693-7653	(facsimile)	
325			(telephone)		
326	Email Address:		Email Address:	christineschauble@kw.com	
327					
328					

329 OFFER REJECTED:

330	Signature of Seller:	_____	Date:	_____
331		_____		_____
332		_____		_____
333		_____		_____

334 COUNTEROFFER REJECTED:

335				
336	Signature of Buyer:	_____	Date:	_____
337		_____		_____
338		_____		_____
339		_____		_____

340 THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED AND APPROVED AS OF JANUARY, 2019 UNDER THE SUPERVISION OF THE PEORIA AREA ASSOCIATION OF REALTORS® AND THE PEORIA COUNTY BAR ASSOCIATION. APPROVAL DOES NOT CONSTITUTE AN OPINION THAT THE TERMS AND CONDITIONS IN THIS CONTRACT SHOULD BE ACCEPTED BY THE PARTIES FOR A PARTICULAR TRANSACTION.

402 Monson st, East Peoria, IL 61611

Property Address

Page 7 of 7 [] [] Buyer's Initials

Page 7 of 7 [] [] Seller's Initials



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: February 11, 2020

SUBJECT: Petition of Roy Sorce of Sorce Enterprises for a Conditional Use to allow for the operation of an adult-use cannabis processor and transporter organizations on property located at 3201 N. Main St.

BACKGROUND: The petitioner here is seeking a Conditional Use to operate a cannabis processor and transporter organizations 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 7-0 to recommend approval of this proposal to the City Council.

RECOMMENDATION: Approval, as presented with the following conditions – consistent with those presented for previously approved operations here:

- 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. 4486

**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 processor operation and a recreational cannabis transporter 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 processor 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 transporter 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, 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 processor organization (processor) 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 processor, Petitioner shall submit final site plan documents for the recreational cannabis processor operation in a facility up to 22,000 square feet in size (the "Processor 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 processor organization.

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

3. Prior to operation as a recreational cannabis infuser, the Petitioner shall establish sufficient security measures for the processor 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 processor 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 processor operation on the Property as hereby approved.

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

Section 4. The establishment and continuation of the Conditional Use as an adult-use recreational cannabis transporter 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 transporter, Petitioner shall submit final site plan documents for the recreational cannabis transporter operation in a facility up to 22,000 square feet in size (the "Transporter 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 transporter.

2. Prior to operation as a recreational cannabis transporter, the Petitioner shall conduct construction activities on the Property in

accordance with the Transporter Site Plan in a manner as approved by the Director of Planning and Community Development, with the structure for the transporter operation having a separate street address, and with the effect of meeting the 1,000 foot separation requirement as required for an adult-use recreational cannabis transporter.

3. The transporter 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 transporter, the Petitioner shall establish sufficient security measures for the transporter 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 transporter.

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 transporter 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:

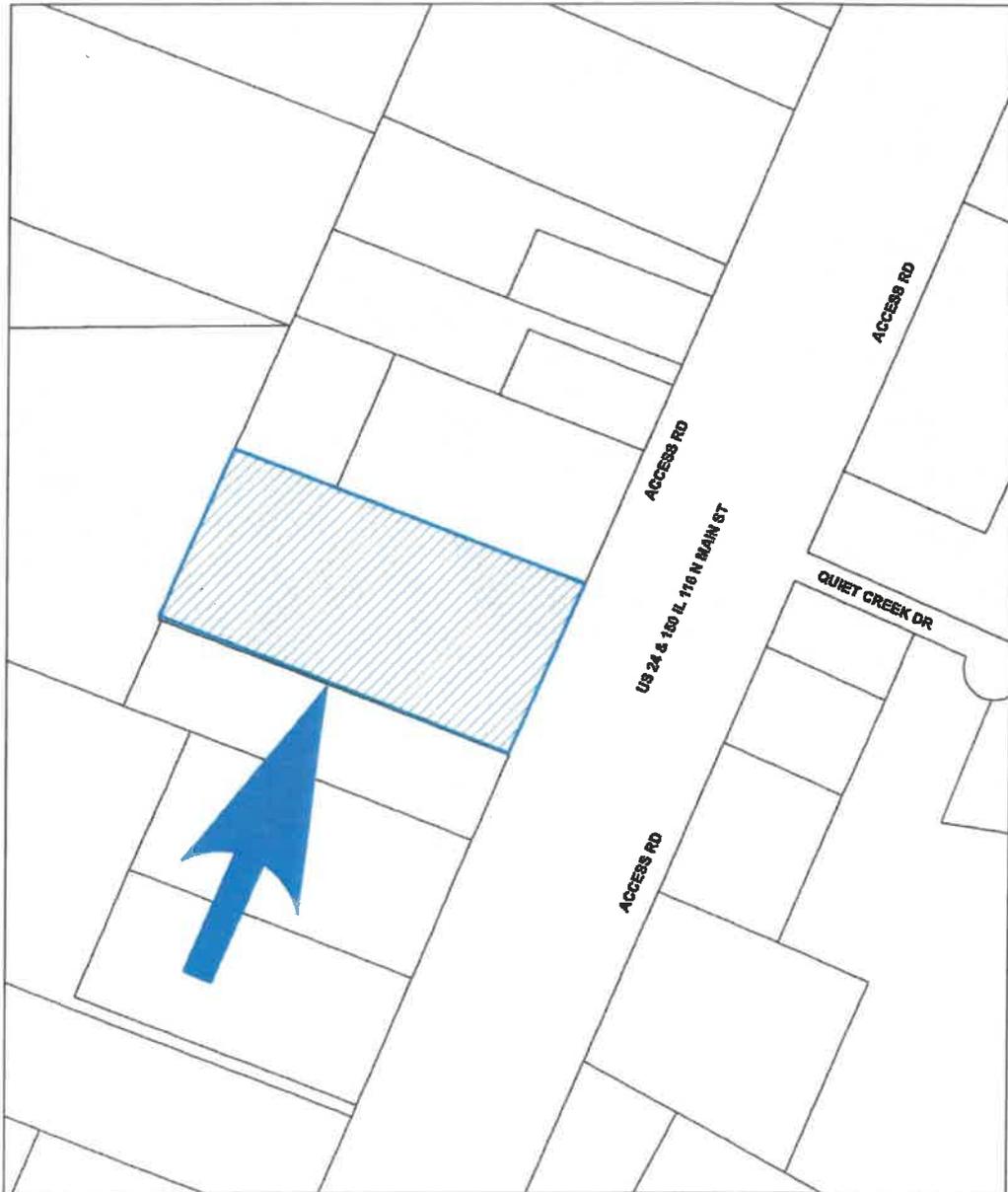
Corporation Counsel

[Exhibits]

Case 20-SU-6
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: February 11, 2020

SUBJECT: Petition of Randy Marchand for a Special Use to allow an accessory structure in the front yard with non-traditional façade located at 617 Illini Dr.

BACKGROUND: The petitioner here is seeking a Special Use for an accessory structure that's in the front yard and has a non-traditional façade. This is an existing structure which is largely screened most times of the year due to the heavily wooded lot. However, it is located in the front yard and has a façade that's inconsistent with the home.

At the ZBA hearing, the board voted 6-1 to recommend approval of this proposal to the City Council with the condition that within 90 days the structure be fully enclosed with doors and material which is similarly colored to the existing structure.

RECOMMENDATION: Approval, as presented with the condition of the structure being fully enclosed.

ORDINANCE NO. 4487

**AN ORDINANCE AUTHORIZING A SPECIAL USE
FOR PROPERTY LOCATED AT 617 ILLINI DRIVE
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

WHEREAS, Randy Marchand (the "Petitioner") has petitioned for a special use for an accessory building on his property zoned "R-2 One-Family Dwelling District" and located at 617 Illini 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, 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 for placement of an accessory structure (storage shed) on the Property in the front yard 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. The existing accessory building (storage shed) shall remain located in the front yard of the Property as set forth in the submitted Site Plan ("Exhibit B").
2. The accessory structure (storage shed) may have a façade that is non-traditional and different than the residential structure on the Property.
3. By no later than 90 days after approval of this Ordinance, the accessory building shall be fully enclosed with a door and construction material that is similarly colored to the outside of the currently existing structure.
4. The location of the accessory building authorized by this Ordinance shall be continuously maintained in accordance with the submitted Site Plan ("Exhibit B"), and the exterior of the accessory building shall remain the same as it currently exists on the date of this Ordinance.

Upon the violation of or failure to comply with the foregoing 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

EXHIBIT A

Map of Location of Special Use (617 Illini Drive)

Case 20-SU-8
617 Illini Dr.
Randy Marchand

Exhibit "A"

Legal Description: P.I.N.: 01-01-26-300-021

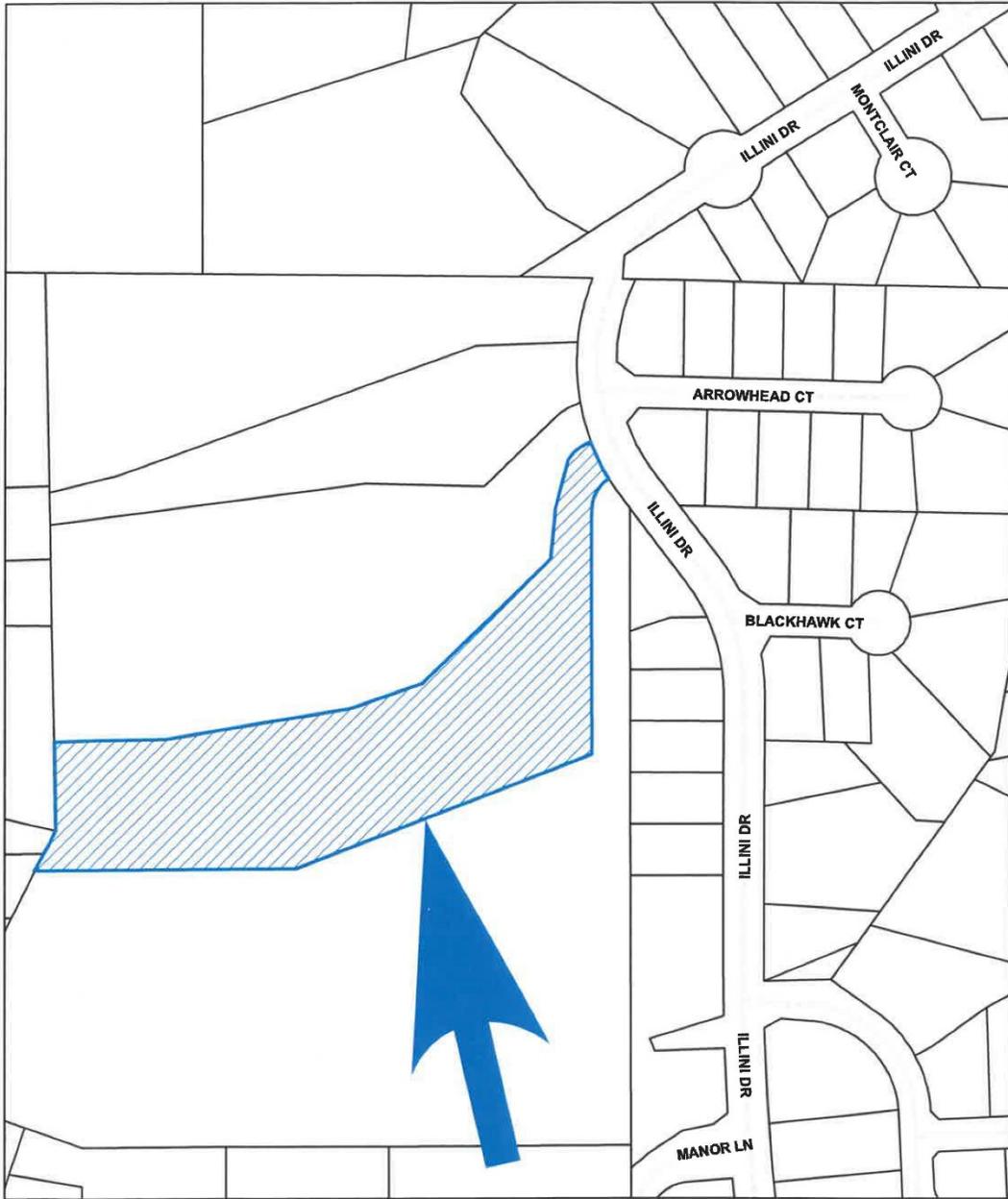
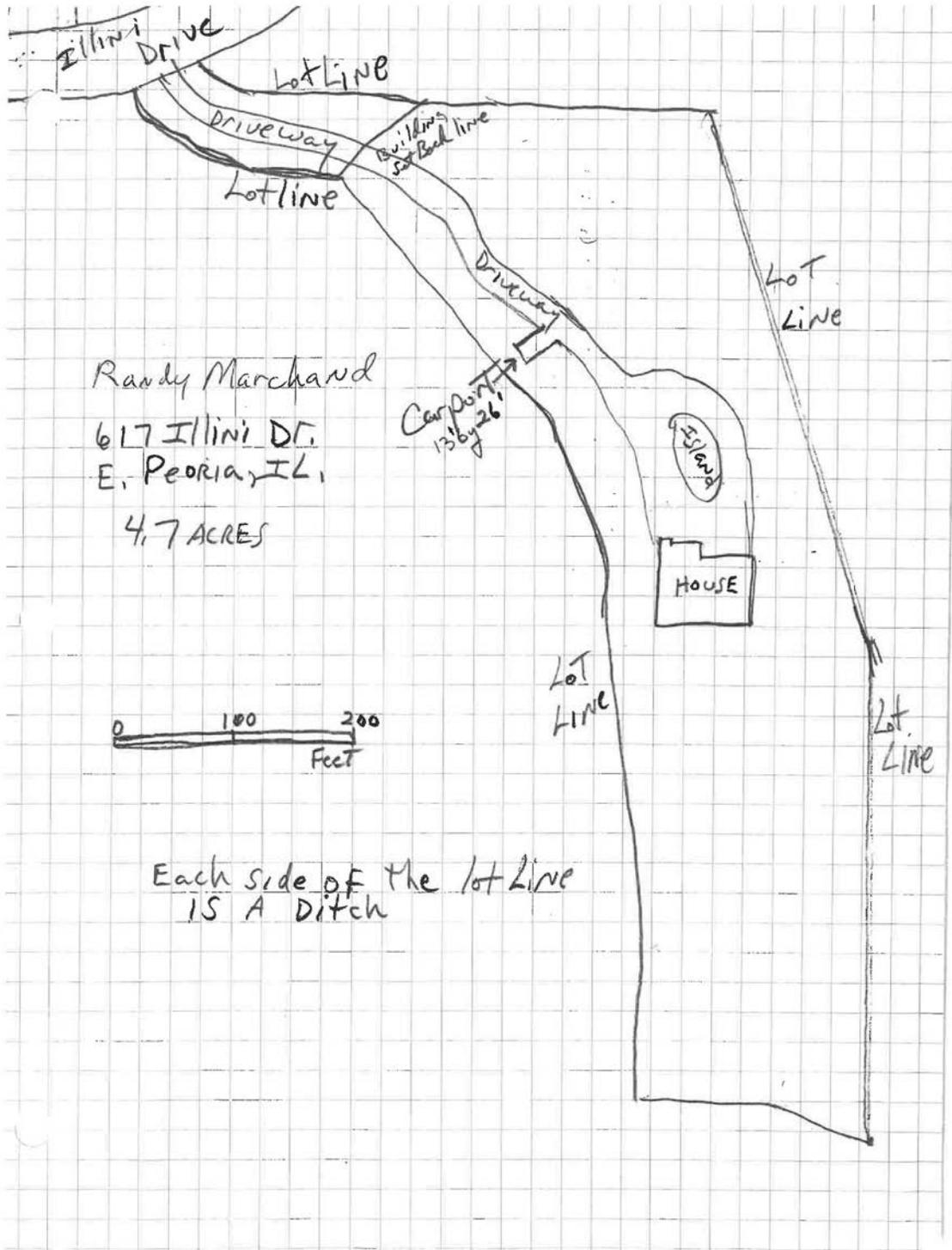
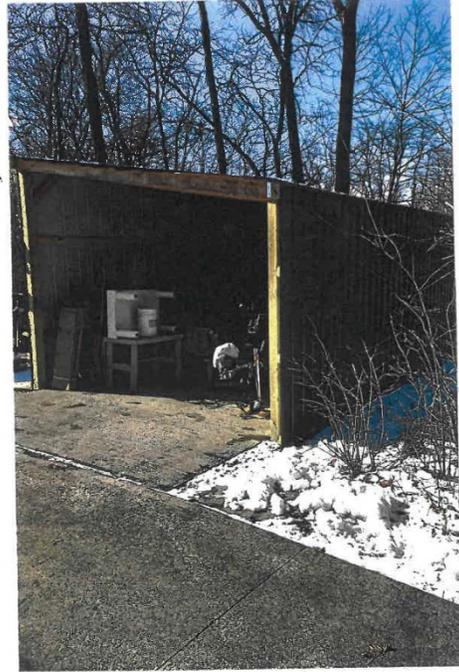
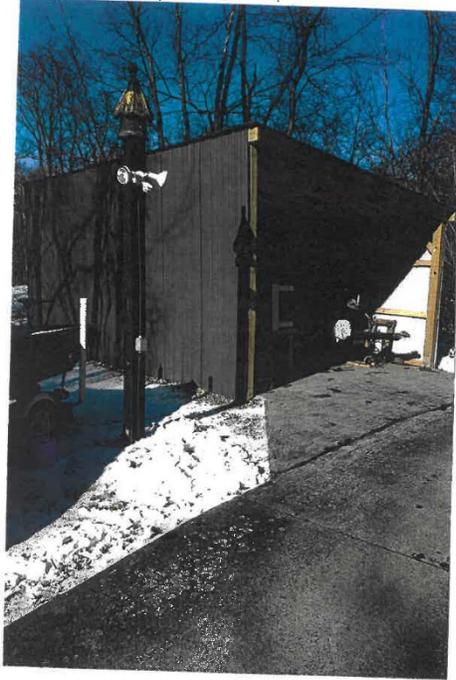


EXHIBIT B

Site Plan for Special Use (617 Illini Drive)







Department of Tourism and Special Events

TO: The Honorable Mayor and City Council

FROM: Doug McCarty, Director of Tourism and Special Events

DATE: February 11, 2020

SUBJECT: IHSA March Madness Sponsorship

DISCUSSION: We have been requested to join with other cities in the area to support the March Madness Experience in conjunction with the IHSA basketball state finals. Additionally, hotels, restaurants, retail shops and others in East Peoria will benefit from visitors, throughout the state, to their business during IHSA March Madness.

RECOMMENDATION: Continue support of the March Madness Experience in the amount of \$5,000.

Illinois High School Association



2715 McGraw Drive
Bloomington, IL 61704

309-663-6377
Fax: 309-663-7479

tcraig@ihsa.org
www.ihsa.org

Bill To:

Doug McCarty
City of East Peoria
401 W. Washington St.
East Peoria, IL 61611

Invoice #: 4574

Invoice Date: 1/24/2020

Terms: Net 30

Item #	Description	Qty	Unit Price	Price
2019-20	Sweet 16 Sponsor	1	\$ 5,000.00	\$ 5,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Invoice Subtotal \$ 5,000.00

Make all checks payable to Illinois High School Association.

If paying by ACH please contact Tammy Craig at the IHSA office to confirm banking information. Thank you.

TOTAL \$ 5,000.00



Department of Tourism and Special Events

TO: The Honorable Mayor and City Council

FROM: Doug McCarty, Director of Tourism and Special Events

DATE: February 11, 2020

SUBJECT: Festival of Lights/Winter Wonderland Security and use of the Park

DISCUSSION: Each year the Fondulac Park Police supply an additional officer at Winter Wonderland from November 1 to December 31. They are on site each night we are open. They also take the cash to the bank for deposit and patrol the park when we are not open. This is an annual payment of \$15,000

Resolution 1516-132 was an amendment to the Winter Wonderland agreement with Fondulac. This agreement transferred the interest from the FOLEPI Foundation to the City.

RECOMMENDATION: Approve the \$15,000 for security detail.

RESOLUTION NO. 1920-115

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, every year the Fon du Lac Park District assists the City with security for the annual Festival of Lights by providing a Park District Police Officer each night the Winter Wonderland drive-through lighted display area (the "Display") is operating during the months of November and December; and

WHEREAS, the Fon du Lac Park District Police Officer provides assistance when visitors drive through the Display, patrols the park area when the Display is not open, and provides security and assistance with depositing Winter Wonderland receipts (the "Security Detail"); and

WHEREAS, the City and the Fon du Lac Park District have agreed to an annual payment of \$15,000 for the Security Detail; and

WHEREAS, it is in the City's best interest to make the payment to Fon du Lac Park District for the Security Detail for services in November and December 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT on behalf of the City, the Treasurer is hereby authorized and directed to pay the sum of the \$15,000 to the Fon du Lac Park District for the Security Detail for the Festival of Lights.

APPROVED:

Mayor

ATTEST:

City Clerk

Fon du Lac Park District

Invoice

Attn: Ginny Friedrich
201 Veterans Drive
East Peoria, IL 61611

Date	Invoice #
1/29/2020	604

Bill To
City of East Peoria Attn: Doug McCarty 1 Eastside Drive East Peoria, IL 61611

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		1/29/2020			
Quantity	Item Code	Description			Price Each	Amount
1	Security	FESTIVAL OF LIGHTS SECURITY FOR 2019			15,000.00	15,000.00
1	Festival of Lights	VETERANS PARK USE & REPAIRS FOR THE FESTIVAL OF LIGHTS PER AGREEMENT <i>Res 15-16 -132</i>			10,000.00	10,000.00
					Total	\$25,000.00



401 West Washington Street
East Peoria, Illinois 61611
Phone: (309) 698-4715
Fax: (309) 698-4747

John P. Kahl
Mayor

COMMISSIONERS

Seth D. Mingus
Dept. Public Health & Safety

Mark E. Hill
Dept. of Accounts & Finance

Daniel S. Decker
Dept. Streets &
Public improvements

Michael L. Sutherland
Dept. Public Property

Morgan R. Cadwalader
City Clerk

Jeffery M. Becker
Director of Finance/Treasurer

Steven M. Roegge
Chief of Police

John F. Knapp
Fire Chief

Ty Livingston
Director of Planning and
Community Development

Douglas E. McCarty
Director of Tourism &
Special Events

Dennis R. Triggs
City Attorney

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

FROM: Morgan R. Cadwalader, City Clerk

DATE: February 14, 2020

SUBJECT: Ordinance Amending the City Code to increase the number of Class A liquor licenses authorized in the City

DISCUSSION: It is necessary to change the number of Class A (Tavern) liquor licenses at various times throughout the year. At this time, it is necessary to increase the number of Class A liquor licenses by one.

RECOMMENDATION: To approve an increase of Class A liquor licenses limit to 16.

ORDINANCE NO. 4489

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 OF
THE EAST PEORIA CITY CODE TO CHANGE THE NUMBER OF
CLASS A LIQUOR LICENSES AUTHORIZED TO BE ISSUED
WITHIN THE CORPORATE LIMITS OF THE CITY**

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

Section 1. Title 3, Chapter 3, Section 1.10 of the East Peoria City Code is hereby amended to read as follows (additions are indicated by underline, deletions by ~~strikeout~~):

3-3-1.10. Licenses; limitation upon number issued.

So that the health, safety and welfare of the people of the city shall be protected and minors shall be prevented from the purchase of alcoholic liquors, and temperance in the consumption of alcoholic liquors shall be fostered and promoted:

- (a) No additional class A licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than ~~fifteen~~sixteen (~~15~~16);
- (b) No additional class B licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than twenty-five (25);
- (c) Class C licenses may be issued without limit upon approval by the liquor control commission;
- (d) No additional class D licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at that time shall be less than twenty-two (22);
- (e) No additional class E licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at that time shall be less than two (2);
- (f) There may be only one class F license in force at any time;
- (g) No additional class G licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than one (1);

- (h) No additional class H licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than two (2);
- (i) Class V licenses may be issued without limit to those organizations qualifying upon approval by the liquor control commission;
- (j) No additional class Z licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than one (1);
- (k) No additional class AS licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than one (1);
- (l) No additional class CC licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than one (1);
- (m) No additional class CR licenses shall be issued as a stand-alone license or as a sublicense under the provisions of this chapter unless the number of such licenses in force at the time shall be less than four (4);
- (n) No additional class RB licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than four (4);
- (o) No additional subclass 1 licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than twenty-one (21);
- (p) No additional subclass 2 licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than one (1).

Provided however, that upon the surrender and cancellation of an existing license, the local liquor control commission may reissue such license to a person who has purchased the business or premises of the prior licensee; and provided, further, that in the event of annexation of any territory to the city, in which territory there is located any business or property for which a valid county retail liquor license has been issued and in force at the date of such annexation, the local liquor control commission is empowered to authorize the issuance of a new license strictly under the

provisions of this Code to the person named in the county retail liquor license issued for such business or property, notwithstanding the foregoing limitations upon the number of licenses to be issued.

Section 2. 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 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEVELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 18th DAY OF February, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel