

**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  
MAY 19, 2020  
6:00 P.M.**

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This will be a Remote Meeting held via "Zoom Meetings".

THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY;

IN-PERSON ATTENDANCE BY THE PUBLIC IS CURRENTLY PROHIBITED

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. To join in the meeting follow this link: <https://us04web.zoom.us/j/9981352973>; Meeting ID: 998 135 2973

For those not wishing to comment, the Meeting can also be viewed via Facebook live at [www.facebook.com/EPCityGovernment](http://www.facebook.com/EPCityGovernment).

By phone, dial in and listen to the Meeting and comment during public comment period as follows:

Phone Number (toll-free): (888) 788-0099; Meeting ID: 998 135 2973

You can submit a public comment remotely by attending the meeting on May 19 on Zoom Meetings and selecting the Raise Hand icon on your screen or pressing \*9 on your phone to raise your hand during the public comment period.

The meeting will also be recorded and will be available via a link on the City's website soon after the meeting.

If there are any questions regarding this meeting format, please direct them to the City Clerk at [morgancadwalader@cityofeastpeoria.com](mailto:morgancadwalader@cityofeastpeoria.com) or 309-427-7613.

DATE: MAY 19, 2020  
TIME: 6:00 P.M.  
COMMISSIONER HILL

MAYOR KAHL  
COMMISSIONER DECKER

COMMISSIONER MINGUS  
COMMISSIONER SUTHERLAND

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE TO THE FLAG:**

5. **APPROVAL OF MINUTES:**

- 5.I. Motion to approve the minutes of the Regular Meeting held on May 5, 2020.

Documents:

[2020.05.05 MINUTES.PDF](#)

6. **COMMUNICATIONS:**

- 6.I. Proclamation by Mayor Kahl proclaiming May 10-16, 2020 as "Police Week" and May 15, 2020 as "Peace Officers Memorial Day".

Documents:

[POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY PROCLAMATION - MAY 2020.PDF](#)

- 6.II. Proclamation by Mayor Kahl proclaiming May 17-23, 2020 as "Emergency Medical Services Week".

Documents:

[EMERGENCY MEDICAL SERVICES WEEK PROCLAMATION - MAY 2020.PDF](#)

- 6.III. Proclamation by Mayor Kahl proclaiming May 17-23, 2020 as "National Public Works Week."

Documents:

[NATIONAL PUBLIC WORKS WEEK PROCLAMATION - MAY 2020.PDF](#)

7. **BID OPENING FOR CITY-OWNED SURPLUS REAL ESTATE:**

A bid opening will occur for city-owned surplus real estate located at 136 Johnson Street, East Peoria, IL (Tax ID Number 01-01-32-413-009).

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 Number 1 – Adoption of Resolution Number 2021 -009 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 1 in the amount of \$1,221,794.40.

Documents:

[RESOLUTION NUMBER 2021 -009.PDF](#)

- 9.II. Item Number 2 – Adoption of Resolution Number 2021 -003 on its Second Reading – Resolution Approving the 2020 Street Maintenance Program Contracts for Sealcoating, Heat Scarification, Spray Patching, Fog Coating Work, and Engineering Services Associated with said Program.

Documents:

[RESOLUTION NUMBER 2021 -003 - SECOND READING.PDF](#)

- 9.III. Item Number 3 – Adoption of Resolution Number 2021 -004 on its Second Reading – Resolution authorizing and directing the payment of an Invoice to ImageTrend, Inc. for the software licensing services for Fiscal Year 2020-2021 for running and administering many operational aspects of the Fire Department in the amount of \$12,888.72.

Documents:

[RESOLUTION NUMBER 2021 -004 - SECOND READING.PDF](#)

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

11. **COMMISSIONER HILL:**

- 11.I. Approval of Ordinance Number 4499 – (AN ORDINANCE AMENDING TITLE 5, CHAPTER 10, SECTION 2 OF THE ZONING CODE FOR THE CITY OF EAST PEORIA REGARDING PERMITTED SPECIAL USES IN M-1 MANUFACTURING DISTRICTS) – Amendment to permit the limited processing and freezing of fish within an enclosed building as a Special Use in M-1, Manufacturing district, limited, provided that such processing operations shall not emit noxious or offensive odors.

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

Documents:

[ORDINANCE NUMBER 4499.PDF](#)

- 11.II. Approval of Ordinance Number 4500 – (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 2901 N. MAIN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS) - Special Use to allow for the outdoor storage of garbage dumpsters on the property.

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

Documents:

[ORDINANCE NUMBER 4500.PDF](#)

- 11.III. Approval of Ordinance Number 4501 – (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 3201 N. MAIN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS) - Special Use to allow for fish processing operations on the property.

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

Documents:

[ORDINANCE NUMBER 4501.PDF](#)

- 11.IV. Approval of Resolution Number 2021-008 - Resolution to Approve Downtown Mixed-Use Development Agreement.

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

Documents:

[RESOLUTION NUMBER 2021 -008.PDF](#)

12. **COMMISSIONER DECKER:**

13. **COMMISSIONER SUTHERLAND:**

- 13.I. Adoption of Ordinance Number 4498 on its Second Reading – (AN ORDINANCE APPROVING AN AGREEMENT TO FINANCE THE PURCHASE OF A SINGLE TURNER VALVE MAINTENANCE TRAILER FOR THE CITY'S WATER DEPARTMENT).

Documents:

[ORDINANCE NUMBER 4498 - SECOND READING.PDF](#)

14. **COMMISSIONER MINGUS:**

- 14.I. Adoption of Resolution Number 2021-006 – Resolution to approve a Separation Agreement for Retirement between the City of East Peoria and Donald Wieburg, Firefighter/Paramedic in the Fire Department, effective at the end of his shift on June 17, 2020.

Documents:

[RESOLUTION NUMBER 2021 -006.PDF](#)

- 14.II. Adoption of Resolution Number 2021-007 – Resolution to approve a Separation Agreement for Retirement between the City of East Peoria and Kirk (Bill) VanAntwerp, Fire Lieutenant in the Fire Department, effective at the end of his shift on May 4, 2020.

Documents:

[RESOLUTION NUMBER 2021 -007.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 MINGUS:
  - 17.IV. COMMISSIONER SUTHERLAND:
  - 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: May 15, 2020

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

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

**MAY 5, 2019**

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 April 21, 2020, and the minutes of the Special Meeting held on April 28, 2020 be approved as printed.

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

Nays: None.

Mayor Kahl declared the motion carried.

Mayor Kahl explained that the City Council Meeting is being held via remote attendance by Zoom Meeting by the public due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements. Public comments are being taken remotely via Zoom Meetings during the meeting. The meeting is also being shown on Facebook Live on social media.

Mayor Kahl stated if there was anyone who wanted to speak on any items on the agenda item to raise their hand on Zoom Meetings and state the matter or matters to be discussed. Anyone wishing to make comments needs to press \*9 to raise their hand on the telephone or click the raise your hand button online. There was no response.

Mayor Mingus stated that Resolution Number 2021-005 is being pulled from the agenda for further consideration.

Resolution No. 2021-001 by Commissioner Hill, seconded by Commissioner Decker; **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS** that the claims as listed on Schedule No. 24 be allowed. Mr. Mayor, I, move that the Clerk is hereby authorized and directed to issue orders on the Treasurer for the various amounts, totaling \$1,354,379.73, and the schedule of bills be hereby adopted as presented.

Commissioner Hill explained the schedule of bills, including a Riverboat Gaming Payment to the City of Peoria.

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

Nays: None

Mayor Mingus declared the motion carried.

Resolution No. 2021-003 by Commissioner Decker, seconded by Commissioner Mingus; **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS** that Resolution No. 2021-003, hereto attached, a Resolution Approving the 2020 Street Maintenance Program Contracts for Sealcoating, Heat Scarification, Spray Patching, Fog Coating Work, and Engineering Services Associated with said Program, be approved. Mr. Mayor, I move you that this Resolution No. 2021-003 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 explained that the amount of funding has changed due to a decrease in the amount that will be received throughout the year for Motor Fuel Tax funds. The approvals are as follow with Pat Meyers doing the engineering services for the projects:

| <u>Contractor</u>                        | <u>Description of Work</u> | <u>Contract Amount</u> |
|--|----------------------------|------------------------|
| R.A. Cullinan & Son, Inc.                | Sealcoating                | \$250,213.64           |
| American Asphalt Surface Recycling, Inc. | Heat Scarification         | \$297,270.77           |
| Midstate Asphalt Repair, Inc.            | Spray Patching             | \$ 80,000.00           |
| R.A. Cullinan & Son, Inc.                | Fog Coat                   | \$ 72,467.17           |

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Sutherland, seconded by Commissioner Hill; Mr. Mayor, I move you that Ordinance No. 4498 hereto attached, (AN ORDINANCE APPROVING AN AGREEMENT TO FINANCE THE PURCHASE OF A SINGLE TURNER VALVE MAINTENANCE TRAILER FOR THE CITY'S WATER DEPARTMENT) 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 Sutherland explained that for a machine that turns the valves and removes the mud from the valves and that the purchase cannot be delayed as there is a requirement to turn water valves. There is a lot of digging to be done, and there are likely to be broken valves in the process. The company is allowing the City to lease for the first six months to help delay the large payment.

Commissioner Decker explained that this purchase will save money in the long run as it is required work to be done and there are possible fines if the valve turning is not done.

Mayor Kahl explained that the purchase is an absolute must and thanked the vendor for working with the City.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-004 by Commissioner Mingus, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-004, hereto attached, a Resolution authorizing and directing the payment of an Invoice to ImageTrend, Inc. for the software licensing services for Fiscal Year 2020-2021 for running and administering many operational aspects of the Fire Department in the amount of \$12,888.72, be approved. Mr. Mayor, I move you that this Resolution No. 2021-004 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 Mingus explained that this resolution is necessary as the software is used in the Fire Department to track calls.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-002 by Commissioner Mingus; WHEREAS, David Sprague has been continuously employed by the City from March 21, 2000 through May 15, 2020, most recently occupying the position of Police Sergeant;

WHEREAS, David Sprague announced his intention to retire from employment effective at the end of his shift on May 15, 2020; and

WHEREAS, the City is appreciative of the long and continued service provided by David Sprague; 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 Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 2021-002 be adopted as presented.

Commissioner Mingus explained that this resolution approves a Separation Agreement for Sergeant David Sprague's retirement, and he wished him well in his retirement.

Commissioner Decker commented on Sergeant Sprague's service as a police officer, explaining that he is well respected.

Mayor Kahl thanked Sergeant Sprague for his service and wished him well in his retirement.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-002 be duly adopted as presented.

Mayor Kahl stated if there was anyone who wanted to speak on any items not on the agenda to raise their hand on Zoom Meetings and state the matter or matters to be discussed. There was no response.

Melissa Fannon raised her hand and commented via Zoom by requesting that City Council allow residents to have chickens. She asked the City Council to reconsider the Chicken issue, and she believes that it deserves to have a vote. Ms. Fannon also inquired about moving the junk day to the Spring instead of having it in the Fall.

Commissioner Decker explained that he would not want to do a Spring Cleanup too quickly, because the City needs time to plan and inform people. He explained that he would look to see if the Cleanup Week could be moved earlier.

Mayor Kahl explained that he would have Director of Planning and Community Development, Ty Livingston, reach out to the elected officials individually regarding allowing residents to have chickens.

Zach Burmeter raised his hand and commented via Zoom. Mr. Burmeter inquired as to the type of machine the Water Department is purchasing. Commissioner Sutherland explained that it is a versatile machine that turns water valves, suction mud that may be on the valves, and pressure wash. It is a soft excavator and is used to do locating with as well. It is a versatile machine.

Mayor Kahl asked for any additional comments from the audience. There was no response.

Mayor Kahl then asked for comments from Council.

Commissioner Decker announced that there are going to be some Rebuild Illinois Funds that may be coming to East Peoria. The plan is over a 3-year period to further growth and have more road projects. The City will find out the rules soon. With the limited funds the City has currently, the additional Rebuild Illinois Funds will give the City a chance to make improvements. He explained that he has received lots of comments regarding recycling and wants to get curbside recycling back as soon as possible. People were happy that there were other options being investigated, such as drop off locations. There are things to investigate to make sure it is safe and make sure there are not inappropriate items dropped off. Commissioner Decker is continuing to discuss options so that the recycling program can continue in a different way, and costs may be picked up by the partners. Commissioner Decker is supportive of Mayor Kahl and the Tri-County Plan. There is a decision made to try to adhere to safety procedures while still allowing people to continue working. He commented on people in fear of losing their entire business. These are extremely difficult decisions, and he believes that the smart approach is what the City is doing with facilitating a safe way to earn a living and trying to move forward. The virus is going to be here until there is a vaccine, and we need to figure out a way for people to live until then. He emphasized the need to work together to find a solution.

Commissioner Hill explained that since the announcement of the Tri-County Plan, he received contact from people who did not agree with the plan. He explained what was behind his decision in supporting the plan. He explained that the plan did not have hard metrics; however, he has been watching the metrics for weeks, and those numbers have been steady or improving. The rate at which someone infects others (the R0 or R naught) has gone down to 1.2 which indicates signs of improvement. The state has been looking at the cases by the percentage of tests and those numbers have done nothing but decreased. He commented about intensive care unit and ventilator use being at a good level in the area. He explained that the Governor's Plan has metrics in the plan, and that Phase 2 of his plan goes until May 29 with social distancing and frequent hand washing still being in the plan. Although not defined in the Tri-County Plan, the metrics would still be monitored in conjunction with the Tri-County Plan. The Tri-County Plan phases would be changed dependent upon the numbers which will continue to be monitored. He commended the Tri-County Health Departments and hospital systems in the area. He believes that the Tri-County Plan is a good plan and is based upon scientific measures which are evolving.

Commissioner Sutherland explained that he made two promises to potentially upset people and that he is not here to make friends. He explained that individuals can obtain information on the Tri-County Plan on the City's website. He explained that the plan does not require anyone to open or go out, and he believes that people that want to open should be able to open and explained that all politics are local. Commissioner Sutherland commented on hospital workers being furloughed and those furloughs hurting families in the area. He explained that he received a medical alert that there was a need for medical personnel at the same time hospitals were furloughing workers. He feels that Governor Pritzker is making decisions based upon the increased number of cases in Chicago.

Commissioner Mingus stated that he supports the Mayor's phased in approach for the City and that the phased in approach is a balance between keeping people safe and opening businesses. The Mayor's phased in approach or plan also states that vulnerable people should stay home and he feels that the Plan is a balanced look that is the best for this area. Commissioner Mingus explained that open burning is being opened back up for the next couple of weeks beginning on Monday, May 4, 2020 and ending on Monday, May 18, 2020.

Mayor Kahl reminded everyone to fill out their Census response to ensure that everyone is counted because funds received based upon those numbers are critical to everyone. He reminded everyone that their personal information that is collect in the response process is protected for over seventy years. Mayor Kahl extended thoughts and prayers to the Mingus family on the passing of Commissioner Mingus' grandmother. Mayor Kahl explained that Governor Pritzker did not support the Tri-County Plan as the Governor did not weigh in on the plan after receiving it. Mayor Kahl explained that his oath is to the citizens of East Peoria including the business community and that City is not alone in thinking about what is on the other side of this pandemic. Over the last forty-five days, he has witnessed people and businesses being decimated and expressed the need to find a balance between the health and financial wellbeing of individuals. People have been made aware of the decision being made by the Council and the support of that decision has been made by others across the state with people stepping up and stepping out. The Tri-County Plan has commonsense thinking recognizing that the virus will be around for a while. Mayor Kahl explained that people are looking for answers and normalcy; there is mental suffering occurring; and the Tri-County Plan is the prudent thing to do. Mayor Kahl explained that he did not see anyone putting together a plan two weeks ago and the timelines in the Tri-County Plan are subject to change. Individuals are looking for direction and support, and Mayor Kahl supports not only the Constitution of the United States but also the Constitution of the State of Illinois. He commented on the Council's fortitude during this time.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, May 19, 2020 at 6:00 P.M.

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

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 6:48 P.M.

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



# The City of East Peoria



## Proclamation

**WHEREAS**, on Peace Officers Memorial Day and during Police Week, we commend the brave men and women of our law enforcement community for continually summoning the courage to fulfill their solemn oath to protect and serve; and,

**WHEREAS**, throughout our Nation's history, law enforcement officials never waver in the face of crisis or tragedy and even during uncertain times, law enforcement officials bravely face challenges and continue to protect the American people, steadfast ensuring the safety of the community of East Peoria; and

**WHEREAS**, these brave men and women must operate in an environment where their moral and legal authority is constantly being scrutinized, and they undertake the critical yet difficult task of addressing the actions of those affected by addiction, homelessness, and mental illness. Their ability to work well in the face of these and other challenges is extraordinary; and,

**WHEREAS**, they provide a much-needed sense of security to our citizens, and we must continue to respect and understand the important work that they do and have incredible appreciation for their public service and selflessness; and

**WHEREAS**, on behalf of the grateful people of East Peoria, we proudly recognize the more than 900,000 sworn officers in the United States of America for their resolve and dedication in the face of dangerous uncertainty; and

**NOW, THEREFORE, I, JOHN P. KAHL**, Mayor of the City of East Peoria, Illinois do hereby recognize and proclaim May 15, 2020, as Peace Officers Memorial Day and May 10-16, 2020 as Police Week, and call upon all citizens to recognize the contributions that our law enforcement officers make to our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the great Seal of the City of East Peoria to be affixed this 19<sup>th</sup> day of May 2020.

John P. Kahl  
MAYOR  
Morgan T. Cadwalader  
CITY CLERK  
ATTEST:

# The City of East Peoria



## Proclamation

**WHEREAS**, emergency medical services are a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating National Emergency Medical Services Week;

**WHEREAS**, the 2020 National Emergency Medical Services Week is particularly meaningful as we see the EMS community rallying today to support the COVID-19 crisis, while still responding to the everyday emergencies that are happening in our communities;

**WHEREAS**, a major component of EMS Week is honoring and celebrating our EMS professionals who are supporting the health and well-being of our nation;

**NOW, THEREFORE, I, JOHN P. KAHL, Mayor** of the City of East Peoria, Illinois, do hereby proclaim May 17-23, 2020, as

**EMERGENCY MEDICAL SERVICES WEEK  
EMS STRONG: READY TODAY. PREPARING FOR TOMORROW**

and call upon all citizens to participate in this observance.

**IN WITNESS WHEREOF**, I, have hereunto set my hand and caused the seal of the City of East Peoria, Illinois to be affixed this 19<sup>th</sup> day of May, 2020.

  
\_\_\_\_\_  
John P. Kahl  
MAYOR  
\_\_\_\_\_  
Morgan R. Cadwalader  
ATTEST: CITY CLERK

# The City of East Peoria



## Proclamation

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of East Peoria; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in East Peoria to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

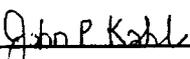
**WHEREAS**, the year 2020 marks the 60<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association; and,

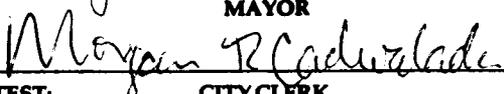
**NOW, THEREFORE, I, JOHN P. KAHL**, Mayor of the City of East Peoria, Illinois, do hereby proclaim the week of May 17-23, 2020 as

### NATIONAL PUBLIC WORKS WEEK

and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the great Seal of the City of East Peoria to be affixed this 19<sup>th</sup> day of May 2020.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
ATTEST: CITY CLERK

RESOLUTION NO. 2021-009

May 19, 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. 1 BE ALLOWED. MR. MAYOR,  
I MOVE THAT THE CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE ORDERS ON  
THE TREASURER FOR THE VARIOUS AMOUNTS, TOTALING \$1,221,794.40  
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

DATE: 05/14/20  
TIME: 14:01:33  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

PAGE: 1

GENERAL CORPORATE FUND  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE        | AMOUNT    |
|-------------|--------------------------------|--------------------------------|-----------|
| 01-01-1-045 | DAN DECKER                     | 20/21 CELL PHONE STIPEND       | 600.00    |
|             | MARK HILL                      | 20/21 CELL PHONE STIPEND       | 600.00    |
|             | SETH MINGUS                    | 20/21 CELL PHONE STIPEND       | 600.00    |
|             | JOHN KAHL                      | 20/21 CELL PHONE STIPEND       | 600.00    |
| 01-01-1-100 | OFFICE DEPOT                   | FACIAL TISSUE                  | 0.43      |
|             |                                | PAPER CLIPS                    | 0.66      |
| 01-01-1-182 | BECKS FLORIST INC              | SYMPATHY PLANT-DECKER          | 67.00     |
|             |                                | SYMPATHY PLANT-MINGUS          | 70.00     |
|             | JOAN'S TROPHY & PLAQUE         | LAPEL PINS                     | 435.00    |
| 01-01-2-014 | MILLER HALL & TRIGGS           | 4/20 RETAINER FEE              | 1,000.00  |
|             |                                | 4/20 LEAGAL FEE                | 27,796.65 |
|             |                                | 4/20 DEMOLITION FEE            | 393.80    |
| 01-01-2-070 | MILLER HALL & TRIGGS           | 4/20 TRAVEL EXPENSE            | 6.38      |
|             |                                | 4/20 MISC FEES                 | 98.50     |
|             |                                | 4/20 POSTAGE                   | 36.75     |
| 01-01-4-021 | MUNICIPAL CODE CORPORATION     | ANNUAL CODE                    | 600.00    |
| 01-01-4-045 | MORGAN CADWALADER              | 20/21 CELL PHONE STIPEND       | 600.00    |
| 01-01-4-100 | OFFICE DEPOT                   | FACIAL TISSUE                  | 0.26      |
|             |                                | PAPER CLIPS                    | 0.40      |
| 01-01-5-045 | TERESA DURM                    | 20/21 CELL PHONE STIPEND       | 600.00    |
| 01-01-5-100 | OFFICE DEPOT                   | FACIAL TISSUE                  | 0.86      |
|             |                                | PAPER CLIPS                    | 1.32      |
| 01-02-0-035 | COSTCO MEMBERSHIP              | ANNUAL MEMBERSHIP-CH           | 60.00     |
| 01-02-0-040 | CONSOCIATE GROUP               | GROUP INSURANCE                | 43,780.64 |
|             |                                | ADMIN FEES                     | 8,781.31  |
| 01-02-0-045 | JEFF BECKER                    | 20/21 CELL PHONE STIPEND       | 600.00    |
| 01-02-0-100 | OFFICE DEPOT                   | FACIAL TISSUE                  | 0.65      |
|             |                                | PAPER CLIPS                    | 0.99      |
| 01-03-0-035 | JOURNAL STAR                   | LEGAL NOTICES                  | 257.40    |
| 01-03-0-100 | OFFICE DEPOT                   | FACIAL TISSUE                  | 1.72      |
|             |                                | PAPER CLIPS                    | 2.64      |
| 01-04-0-070 | CHEMCO INDUSTRIES INC          | HAND SOAP                      | 171.80    |
| 01-04-0-110 | CINTAS CORPORATION             | MATS                           | 72.07     |
|             |                                | MATS                           | 72.07     |
|             |                                | VM UNIFORMS, TOWELS            | 156.45    |
|             |                                | VM UNIFORMS, TOWELS            | 156.45    |
| 01-04-0-115 | US BANK/ VOYAGER FLEET SYSTEMS | 4/20 GASOLINE-VM               | 62.00     |
| 01-05-0-019 | BAYNARD PLUMBING               | PLUMBING INSPECTIONS           | 265.00    |
|             | SAFETY FIRST                   | LIFE SAFETY INSPECTIONS        | 2,100.00  |
|             |                                | LIFE SAFETY INSPECTIONS        | 500.00    |
|             | RICHARD YOUNG                  | ELECTRICAL INSPECTIONS         | 1,047.00  |
| 01-05-0-020 | PERSONAL TOUCH SERVICE         | 3/20 CLEANING-PW               | 1,075.25  |
|             |                                | 3/20 CLEANING-FACILITY MNGMNT  | 190.83    |
|             |                                | 3/20 CLEANING-RIVERFRONT PLAZA | 393.75    |
|             |                                | 3/20 CLEANING-PUBLIC SAFETY    | 1,660.42  |
|             |                                | 3/20 CLEANING-CH               | 801.67    |
|             |                                | 3/20 CLEANING-CP               | 801.67    |

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND  
 INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #         | VENDOR NAME               | DESCRIPTION OF PURCHASE        | AMOUNT     |
|-------------------|---------------------------|--------------------------------|------------|
| 01-05-0-020       | PERSONAL TOUCH SERVICE    | 4/20 CLEANING-PW               | 1,075.25   |
|                   |                           | 4/20 CLEANING-FACILITY MNGMNT  | 190.83     |
|                   |                           | 4/20 CLEANING-RIVERFRONT PLAZA | 393.75     |
|                   |                           | 4/20 CLEANING-PUBLIC SAFETY    | 1,660.42   |
|                   |                           | 4/20 CLEANING-CH               | 801.67     |
|                   |                           | 4/20 CLEANING-CP               | 801.67     |
| 01-05-0-045       | AMEREN ILLINOIS           | 4/20 POWER-CITY BUILDINGS      | 1,172.88   |
|                   | CONSTELLATION NEW ENERGY  | 4/20 GAS-CITY BUILDINGS        | 1,416.72   |
|                   | FONDULAC LIBRARY          | 3/26/20-4/25/20 CP-ELECTRIC    | 123.67     |
|                   |                           | 3/26/20-4/25/20 CH-ELECTRIC    | 688.99     |
|                   |                           | 3/26/20-4/25/20 DEL-ELECTRIC   | 690.75     |
|                   |                           | 3/26/20-4/25/20 CP-GAS         | 64.64      |
|                   |                           | 3/26/20-4/25/20 CH-GAS         | 161.59     |
|                   |                           | 3/26/20-4/25/20 DEL-GAS        | 497.11     |
| 01-05-0-050       | LOWES HOME IMPROVEMENT    | ELECTRICAL TAPE, WIRE CUTTERS  | 18.02      |
|                   |                           | PLIERS, WOOD SCREWS            | 25.60      |
|                   |                           | DISH BRUSH, SPONGES            | 12.54      |
|                   |                           | CREDIT-TAX REFUND              | -0.98      |
|                   |                           | PLYWOOD, DRILL BITS            | 21.69      |
|                   | MENARDS-WASHINGTON        | ACRYLIC SHEETS, LUMBER         | 63.76      |
| 01-05-0-051       | CRESCENT ELECTRIC SUPPLY  | LIGHT BULBS                    | 444.00     |
|                   | HUGH SAXE ENTERPRISES INC | WATER SOFTENER MAINTENANCE     | 45.00      |
|                   | LOWES HOME IMPROVEMENT    | LUBRICANT                      | 18.92      |
|                   |                           | HARDWARE                       | 19.92      |
| 01-05-0-052       | MENARDS-WASHINGTON        | STEEL RACKING BEAM             | 55.96      |
| 01-05-0-070       | LOWES HOME IMPROVEMENT    | DUCT TAPE                      | 6.64       |
| 01-05-0-100       | OFFICE DEPOT              | FACIAL TISSUE                  | 2.15       |
|                   |                           | PAPER CLIPS                    | 3.30       |
| 01-06-0-020       | HEART TECHNOLOGIES, INC   | 5/20 BACKUP AGREEMENT          | 1,650.00   |
|                   |                           | 5/20 INTERNET GATEWAY          | 450.00     |
|                   |                           | 5/20 ADMIN SERVICES            | 10,450.00  |
|                   |                           | SERVICE CALL                   | 375.00     |
| 01-06-0-045       | AT&T                      | 4/5/20-5/4/20 PHONE SERVICE    | 1,790.92   |
|                   | CALL ONE                  | 4/20 LONG DISTANCE             | 346.37     |
|                   | COMCAST                   | MONTHLY CABLE/INTERNET         | 195.16     |
|                   | I3 BROADBAND              | MONTHLY CABLE/INTERNET         | 937.28     |
|                   |                           | MONTHLY CABLE/INTERNET         | 205.00     |
|                   | OPEN TEXT INC             | FAX2MAIL BILLING               | 100.00     |
|                   | TOUCHTONE COMMUNICATIONS  | 4/20 LONG DISTANCE             | 59.58      |
| 01-06-0-048       | CDS OFFICE TECHNOLOGIES   | PD COPY CHARGES                | 46.29      |
|                   | PTC SELECT                | FD TONER                       | 171.00     |
| 01-06-0-100       | OFFICE DEPOT              | FACIAL TISSUE                  | 0.43       |
|                   |                           | PAPER CLIPS                    | 0.67       |
| DEPARTMENT TOTAL: |                           |                                | 124,373.95 |
|                   |                           |                                | =====      |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT # | VENDOR NAME | DESCRIPTION OF PURCHASE | AMOUNT |
|-----------|-------------|-------------------------|--------|
|-----------|-------------|-------------------------|--------|

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

EMERGENCY SERV & DISASTER AST  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME     | DESCRIPTION OF PURCHASE | AMOUNT |
|-------------|-----------------|-------------------------|--------|
| 02-00-0-045 | AMEREN ILLINOIS | 4/20 POWER-ESDA         | 25.38  |
|             |                 | DEPARTMENT TOTAL:       | 25.38  |

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CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND  
 INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #         | VENDOR NAME                  | DESCRIPTION OF PURCHASE       | AMOUNT     |
|-------------------|------------------------------|-------------------------------|------------|
| 03-00-0-018       | TAZEWELL COUNTY (ANIMAL)     | 4/2020 ANIMAL CONTROL         | 2,396.00   |
| 03-00-0-020       | LEXISNEXIS RISK DATA MNGMT   | 4/20 COMMITMENT               | 150.00     |
|                   | TAZEWELL COUNTY ETSB         | RECORDS MANAGEMENT SYSTEM FEE | 9,868.55   |
|                   | TAZEWELL COUNTY CONSOLIDATED | QUARTERLY DISPATCH FEE        | 115,656.00 |
| 03-00-0-021       | OFFICE DEPOT                 | BOUND NOTEBOOKS FOR NEW HIRES | 83.84      |
| 03-00-0-025       | PETTY CASH IMPREST FUND      | IACP LUNCH                    | 16.50      |
| 03-00-0-035       | COSTCO MEMBERSHIP            | ANNUAL MEMBERSHIP-PD          | 60.00      |
| 03-00-0-045       | FERNANDO ALVAREZ             | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | MATT BOLTON                  | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | AMEREN ILLINOIS              | 4/20 POWER-POLICE BUILDINGS   | 148.66     |
|                   | CONSTELLATION NEW ENERGY     | 4/20 GAS-POLICE BUILDINGS     | 334.55     |
|                   | ANTHONY FISHER               | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | DAVID HORN                   | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | JONATHAN OBERGFEL            | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | KEITH MCELYEA                | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | CHAD LACOST                  | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | BRIAN DESPINES               | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | BRAD PHELPS                  | 20/21 CELL PHONE STIPEND      | 600.00     |
|                   | DAVID ROOS                   | 20/21 CELL PHONE STIPEND      | 600.00     |
| 03-00-0-050       | IL OIL MARKETING             | LITHIUM BATTERY               | 196.00     |
|                   | LOWES HOME IMPROVEMENT       | TAPE MEASURE                  | 36.99      |
|                   |                              | CABLE TIES, CAULK, ANCHORS    | 50.60      |
|                   |                              | ELECTRICAL BOXES              | 35.01      |
|                   |                              | MORTAR MIX                    | 2.24       |
|                   |                              | SUPPLY LINES, WAX RING        | 9.24       |
|                   | SPRINGFIELD ELECTRIC SUPPLY  | CONNECTOR, BUSHING            | 26.55      |
|                   | WASTE MANAGEMENT             | DUMPSTER TIPPING FEE          | 60.70      |
| 03-00-0-052       | AUTOZONE COMMERCIAL          | ACTUATOR                      | 30.53      |
|                   |                              | THERMOSTAT, WATER PUMP        | 125.79     |
|                   |                              | IDLER PULLEY                  | 29.54      |
|                   | GOODYEAR AUTO SERVICE CENTER | OIL CHANGE                    | 22.45      |
|                   | O'REILLY AUTO PARTS          | ANTIFREEZE                    | 29.98      |
| 03-00-0-070       | PETTY CASH IMPREST FUND      | PAINT                         | 6.49       |
|                   |                              | KEYS                          | 17.30      |
|                   |                              | MISC                          | 26.75      |
|                   | TRANS UNION LLC              | BACK GROUND CHECKS            | 10.00      |
| 03-00-0-115       | AG-LAND FS, INC.             | 4/20 FUEL                     | 5,440.09   |
| 03-00-0-121       | THE HOME DEPOT PRO           | PAPER PRODUCTS, CLOROX WIPES  | 30.18      |
|                   |                              | PAPER PRODUCTS, SOAP          | 217.48     |
|                   |                              |                               | -----      |
| DEPARTMENT TOTAL: |                              |                               | 141,118.01 |
|                   |                              |                               | =====      |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME                  | DESCRIPTION OF PURCHASE  | AMOUNT    |
|-------------|------------------------------|--------------------------|-----------|
| 04-00-0-019 | TAZEWELL COUNTY CONSOLIDATED | QUARTERLY DISPATCH FEE   | 33,766.00 |
| 04-00-0-025 | LOWES HOME IMPROVEMENT       | PAINT THINNER            | 39.18     |
|             |                              | LUMBER FOR TRAINING      | 60.93     |
|             | OSF SAINT FRANCIS MEDICAL    | ACLS RENEWAL-P.BROWN     | 70.00     |
|             |                              | ACLS RENEWAL-JOHNSON     | 70.00     |
|             |                              | ACLS RENEWAL-LEHMAN      | 70.00     |
|             |                              | ACLS RENEWAL-OGBURN      | 70.00     |
|             |                              | ACLS RENEWAL-RAYMER      | 70.00     |
| 04-00-0-045 | CONSTELLATION NEW ENERGY     | 4/20 GAS-FIRE BUILDINGS  | 1,006.72  |
|             | GARRY GRUGAN                 | 20/21 CELL PHONE STIPEND | 600.00    |
|             | JOHN KNAPP                   | 20/21 CELL PHONE STIPEND | 600.00    |
| 04-00-0-050 | LOWES HOME IMPROVEMENT       | FAUCET                   | 43.02     |
|             |                              | RETURN                   | -37.98    |
|             |                              | WINDOW                   | 207.55    |
|             | WASTE MANAGEMENT             | DUMPSTER TIPPING FEE     | 60.70     |
| 04-00-0-070 | LOWES HOME IMPROVEMENT       | PROPANE TANKS            | 37.94     |
| 04-00-0-115 | AG-LAND FS, INC.             | 4/20 FUEL                | 1,092.80  |
| 04-00-0-180 | ANDRES MEDICAL BILLING (AMB) | APRIL COLLECTIONS        | 2,735.36  |
|             |                              |                          | -----     |
|             |                              | DEPARTMENT TOTAL:        | 40,562.22 |
|             |                              |                          | =====     |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

SOLID WASTE  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME                 | DESCRIPTION OF PURCHASE     | AMOUNT    |
|-------------|-----------------------------|-----------------------------|-----------|
| 05-00-0-017 | WASTE MANAGEMENT            | SOLID WASTE TIPPING FEES    | 22,179.68 |
|             | MIDWEST FIBER               | 3/20 TIPPING FEES           | 3,905.79  |
| 05-00-0-018 | WASTE MANAGEMENT            | RECYCLING TIPPING FEES      | 230.02    |
| 05-00-0-052 | EJ EQUIPMENT                | ELEMENT FILTER              | 375.69    |
|             | E P TIRE & VULCANIZING      | TIRE REPAIR                 | 483.90    |
|             |                             | TIRES, FLAT REPAIR          | 559.96    |
|             |                             | FLAT REPAIR                 | 59.50     |
| 05-00-0-070 | ROUTESMART TECHNOLOGIES INC | ANNUAL SOFTWARE/MAINTENANCE | 6,501.00  |
| 05-00-0-115 | AG-LAND FS, INC.            | 4/20 FUEL                   | 2,930.58  |
|             |                             |                             | -----     |
|             |                             | DEPARTMENT TOTAL:           | 37,226.12 |
|             |                             |                             | =====     |

APPROVED FOR PAYMENT BY:

STREET & BRIDGE FUND  
 INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #                     | VENDOR NAME         | DESCRIPTION OF PURCHASE                           | AMOUNT                       |                            |          |
|-------------------------------|---------------------|---|------------------------------|----------------------------|----------|
| 11-00-0-052                   | AUTOZONE COMMERCIAL | ROTORS & BRAKE PADS                               | 338.38                       |                            |          |
|                               |                     | CALIPERS  | 73.81                        |                            |          |
|                               |                     | BRAKE ROTOR                                       | 99.98                        |                            |          |
|                               |                     | RETURN-CALIPER, ROTORS                            | -157.40                      |                            |          |
|                               |                     | SPARK PLUG  | 5.38                         |                            |          |
|                               |                     | U-JOINT   | 20.26                        |                            |          |
|                               |                     | U-JOINT   | 20.26                        |                            |          |
|                               |                     | FUEL PUMP   | 76.39                        |                            |          |
|                               |                     | FUEL FILTER                                       | 13.36                        |                            |          |
|                               |                     | BREAK CLEANER, OIL FILTER                         | 226.93                       |                            |          |
|                               |                     | UFTRING AUTOMALL                                  | TAIL GATE ROLLERS, INSERTS   | 20.86                      |          |
|                               |                     |   | HOSE, GEARSHIFT HOUSING      | 199.48                     |          |
|                               |                     |   | SOLENOID                     | 66.97                      |          |
|                               |                     |   | CREDIT-HOSE                  | -117.59                    |          |
|                               |                     |   | COUPLINGS, SEAL, ORING       | 37.24                      |          |
|                               |                     |   | CENTRE STATE INTN'L TRUCKING | FUEL PUMP MAINTENANCE      | 1,248.99 |
|                               |                     |   |                              | TIRE CHANGE                | 135.95   |
|                               |                     |   | E P TIRE & VULCANIZING       | FLAT REPAIR                | 30.00    |
|                               |                     |   |                              | FILTER CARTRIDGES, COUPLER | 169.82   |
|                               |                     |   | GRAINGER INC.                | BATTERIES                  | 495.80   |
|                               |                     | BEARINGS  |                              | 411.30                     |          |
|                               |                     | INTERSTATE BATTERY SYSTEM OF MUTUAL WHEEL COMPANY | MACHINE DRUMS                | 127.86                     |          |
|                               |                     |   | SPRINGFIELD & MUELLER        | 2,094.23                   |          |
| 11-00-0-054                   | LASER ELECTRIC INC  | SPRINGFIELD & E WASHINGTON                        | 1,747.40                     |                            |          |
|                               |                     | E. WASHINGTON & COLE                              | 1,561.40                     |                            |          |
|                               |                     | E. WASHINGTON & ANNA                              | 2,026.65                     |                            |          |
|                               |                     | E. WASHINGTON & FIRE STATION 3                    | 148.41                       |                            |          |
|                               |                     | E. WASHINGTON & FIRE STATION                      | 264.00                       |                            |          |
|                               |                     | W. WASHINGTON & HOLIDAY DR                        | 1,757.34                     |                            |          |
|                               |                     | W. WASHINGTON & SPINDER                           | 1,607.86                     |                            |          |
|                               |                     | CAMP & RIVER RD                                   | 1,726.87                     |                            |          |
|                               |                     | CAMP & CAMP ST CROSSING                           | 1,561.00                     |                            |          |
|                               |                     | CAMP & SPINDER/ALTORFER                           | 1,917.16                     |                            |          |
|                               |                     | CAMP & CLOCKTOWER                                 | 1,484.59                     |                            |          |
|                               |                     | CAMP & RIVERSIDE DR                               | 2,020.30                     |                            |          |
|                               |                     | RICHLAND & CLOCKTOWER                             | 1,675.70                     |                            |          |
|                               |                     | CENTENNIAL & HIGHVIEW                             | 2,125.93                     |                            |          |
|                               |                     | CLOCKTOWER & TARGET ENTRANCE                      | 1,583.80                     |                            |          |
|                               |                     | W. WASHINGTON & CAT AD/CV                         | 1,664.78                     |                            |          |
|                               |                     | US150(MEADOWS)/IL8(WASH)                          | 1,742.31                     |                            |          |
|                               |                     | IL116(MAIN) & IL8(CAMP)                           | 4,352.22                     |                            |          |
|                               |                     | IL116(MAIN) & BLACKJACK                           | 2,500.37                     |                            |          |
|                               |                     | IL116 & HIGHVIEW                                  | 5,739.79                     |                            |          |
| IL8 (WASH) & ROSE/PUTNAM      | 1,492.52            |   |                              |                            |          |
| IL8/IL116(MAIN) & SPRINGFIELD | 1,898.53            |   |                              |                            |          |
| IL116(MAIN) & WASHINGTON      | 2,049.28            |   |                              |                            |          |
| IL40(WASHINGTON) & RIVER      | 5,693.27            |   |                              |                            |          |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

STREET & BRIDGE FUND  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE       | AMOUNT    |
|-------------|--------------------------------|-------------------------------|-----------|
| 11-00-0-054 | LASER ELECTRIC INC             | US150/IL116(MAIN)/ACCESS RD 7 | 257.77    |
| 11-00-0-055 | CONTECH ENGINEERED SOLUTIONS   | STORM PIPE                    | 378.00    |
|             | MATHIS-KELLEY                  | TROWELS, BRICK HAMMER         | 78.23     |
| 11-00-0-057 | LASER ELECTRIC INC             | VARIOUS LOCATES               | 715.45    |
| 11-00-0-070 | ALTORFER                       | WHITE SURVEY FLAGS            | 32.70     |
|             | THE HOME CITY ICE COMPANY      | ICE                           | 105.00    |
|             | LOWES HOME IMPROVEMENT         | SPRAY PAINT                   | 7.56      |
|             |                                | VACUUM BREAKER, ADAPTER       | 14.61     |
|             |                                | RETURN-VACUUM BREAKER         | -14.61    |
|             |                                | VACUUM BREAKER, ADAPTER       | 13.47     |
|             |                                | ACRYLIC SHEETS                | 25.62     |
|             |                                | SPRAY PAINT                   | 3.98      |
|             |                                | CONCRETE MIX                  | 161.09    |
|             |                                | HOSE, PIN & CLIP              | 55.70     |
|             |                                | BULBS                         | 6.62      |
| 11-00-0-115 | AG-LAND FS, INC.               | 4/20 FUEL                     | 2,564.27  |
|             | US BANK/ VOYAGER FLEET SYSTEMS | 4/20 GASOLINE-STREETS         | 1,060.06  |
| 11-00-0-122 | ROGERS GROUP, INC              | COMMERCIAL CA-1               | 128.79    |
| 11-00-0-128 | CONTECH ENGINEERED SOLUTIONS   | PIPE                          | 1,041.65  |
| 11-00-0-129 | VITAL SIGNS INC.               | VINYL LETTERING               | 343.00    |
|             |                                | SIGNS                         | 284.36    |
| 11-00-0-163 | TAZEWELL COUNTY ASPHALT CO INC | BITUMINOUS SURFACE            | 6,229.50  |
|             |                                | BITUMINOUS SURFACE            | 6,318.75  |
|             | CASEY TRANSPORTATION SERVICES  | SPRAY PATCH TRANSPORT         | 1,507.16  |
|             |                                | -----                         |           |
|             |                                | DEPARTMENT TOTAL:             | 77,298.47 |
|             |                                | =====                         |           |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

STREET LIGHTING FUND  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME     | DESCRIPTION OF PURCHASE     | AMOUNT    |
|-------------|-----------------|-----------------------------|-----------|
| 16-00-0-046 | AMEREN ILLINOIS | 4/20 POWER-TRAFFIC          | 1,268.02  |
|             |                 | 4/20 POWER-STREET LIGHTINGS | 8,759.09  |
|             |                 |                             | -----     |
|             |                 | DEPARTMENT TOTAL:           | 10,027.11 |
|             |                 |                             | =====     |

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

EASTSIDE CENTRE  
 INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #         | VENDOR NAME              | DESCRIPTION OF PURCHASE      | AMOUNT    |
|-------------------|--------------------------|------------------------------|-----------|
| 21-01-0-020       | PERSONAL TOUCH SERVICE   | 3/20 CLEANING-ESC            | 1,572.92  |
|                   |                          | 4/20 CLEANING-ESC            | 1,572.91  |
| 21-01-0-033       | CONSTELLATION NEW ENERGY | 4/20 GAS-ESC                 | 506.17    |
| 21-01-0-036       | AMEREN ILLINOIS          | 4/20 POWER-ESC               | 22.87     |
| 21-01-0-118       | COSTCO MEMBERSHIP        | ANNUAL MEMBERSHIP-ESC        | 60.00     |
| 21-02-0-020       | PERSONAL TOUCH SERVICE   | 3/20 CLEANING-ESC            | 1,572.91  |
|                   |                          | 4/20 CLEANING-ESC            | 1,572.92  |
| 21-02-0-022       | LOWES HOME IMPROVEMENT   | GIFT CARDS-FITNESS CHALLENGE | 218.68    |
| 21-02-0-033       | CONSTELLATION NEW ENERGY | 4/20 GAS-ESC                 | 506.17    |
| 21-02-0-036       | AMEREN ILLINOIS          | 4/20 POWER-ESC               | 22.88     |
| 21-02-0-050       | LOWES HOME IMPROVEMENT   | ARMORED CABLE                | 87.47     |
|                   |                          | SAW BLADE                    | 9.49      |
|                   |                          | CLEANING SUPPLIES            | 129.48    |
|                   |                          | GOO GONE                     | 8.52      |
|                   |                          | 40V BATTERY                  | 113.05    |
| 21-03-0-030       | AMEREN ILLINOIS          | 4/20 POWER-ESC               | 1,883.50  |
| 21-03-0-032       | AMEREN ILLINOIS          | 4/20 POWER-ESC               | 58.54     |
| 21-03-0-034       | AMEREN ILLINOIS          | 4/20 POWER-ESC               | 1,125.78  |
| 21-03-0-035       | AMEREN ILLINOIS          | 4/20 POWER-ESC               | 1,302.38  |
| 21-03-0-036       | AMEREN ILLINOIS          | 4/20 POWER-ESC               | 22.88     |
| 21-03-0-050       | LOWES HOME IMPROVEMENT   | ADHESIVE, ANCHORS, WASHERS   | 27.38     |
|                   |                          | SCREWS, WASHERS, ANCHORS     | 22.75     |
| 21-03-0-152       | AG-LAND FS, INC.         | TURF/FIELD MAINTENANCE       | 1,004.50  |
|                   |                          | 4/20 FUEL                    | 160.15    |
| 21-03-0-201       | MORTON COMMUNITY BANK    | ESC BACKHOE LOAN INTEREST    | 56.42     |
| 21-03-0-231       | MORTON COMMUNITY BANK    | ESC BACKHOE LOAN PRINCIPAL   | 1,518.98  |
| DEPARTMENT TOTAL: |                          |                              | 15,159.70 |

APPROVED FOR PAYMENT BY:

DATE: 05/14/20  
TIME: 14:01:33  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

HOTEL-MOTEL TAX  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE      | AMOUNT   |
|-------------|--------------------------------|------------------------------|----------|
| 23-00-0-044 | DOUG MCCARTY                   | 20/21 CELL PHONE STIPEND     | 600.00   |
|             | JOEL RIEKER                    | 20/21 CELL PHONE STIPEND     | 600.00   |
|             | KORY BROWN                     | 20/21 CELL PHONE STIPEND     | 600.00   |
|             | RYAN COX                       | 20/21 CELL PHONE STIPEND     | 600.00   |
| 23-00-0-074 | AMEREN ILLINOIS                | 4/20 POWER-FOL               | 195.17   |
| 23-00-0-150 | AMEREN ILLINOIS                | 4/20 POWER-WW                | 397.68   |
| 23-00-0-151 | AMEREN ILLINOIS                | 4/20 POWER-FESTIVAL BUILDING | 138.99   |
|             | CONSTELLATION NEW ENERGY       | 4/20 GAS-FESTIVAL BUILDING   | 526.81   |
|             | PERSONAL TOUCH SERVICE         | 3/20 CLEANING-FOL            | 420.83   |
|             |                                | 4/20 CLEANING-FOL            | 420.83   |
| 23-00-0-152 | AG-LAND FS, INC.               | 4/20 FUEL                    | 90.37    |
|             | LOWES HOME IMPROVEMENT         | FLOAT SWITCH                 | 51.26    |
| 23-00-0-153 | AG-LAND FS, INC.               | TURF/FIELD MAINTENANCE       | 1,004.50 |
|             |                                | 4/20 FUEL                    | 250.50   |
|             | US BANK/ VOYAGER FLEET SYSTEMS | 4/20 GASOLINE-ESC            | 233.97   |
|             | LOWES HOME IMPROVEMENT         | ROPE, CORD REEL, TOOLS       | 219.74   |
|             |                                | RAKE, TRIMMER LINE           | 62.64    |
| 23-00-0-183 | JILL PETERSON                  | 20/21 CELL PHONE STIPEND     | 600.00   |
|             |                                | DEPARTMENT TOTAL:            | 7,013.29 |
|             |                                |                              | =====    |

APPROVED FOR PAYMENT BY:

DATE: 05/14/20  
TIME: 14:01:33  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

CAMP STREET TIF  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME                 | DESCRIPTION OF PURCHASE   | AMOUNT   |
|-------------|-----------------------------|---------------------------|----------|
| 25-00-0-014 | MILLER HALL & TRIGGS        | 4/20 CAMP ST LEGAL TIF    | 630.40   |
| 25-00-0-070 | AMALGAMATED BANK OF CHICAGO | 2014/2010 B ADMIN FEES    | 475.00   |
| 25-00-0-160 | MIDWEST ENGINEERING ASSOC   | CAMP & RIVER INTERSECTION | 6,420.17 |
|             |                             |                           | -----    |
|             |                             | DEPARTMENT TOTAL:         | 7,525.57 |
|             |                             |                           | =====    |

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER  
 INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE       | AMOUNT   |
|-------------|--------------------------------|-------------------------------|----------|
| 50-50-0-023 | QUADIANT FINANCE USA INC       | POSTAGE                       | 4,255.05 |
|             | QUADIANT LEASING USA, INC      | CH POSTAGE MACHINE LEASE      | 270.87   |
| 50-50-0-045 | FRONTIER                       | 4/22/20-5/21/20 PHONE SERVICE | 9.87     |
|             |                                | 4/22/20-5/21/20 PHONE SERVICE | 9.87     |
|             | MICHAEL SUTHERLAND             | 20/21 CELL PHONE STIPEND      | 600.00   |
| 50-50-0-047 | AMEREN ILLINOIS                | 5/20 POWER FOR PUMPING-WATER  | 4,186.22 |
|             | CONSTELLATION NEW ENERGY       | 4/20 GAS-WATER                | 4,410.03 |
| 50-50-0-050 | LOWES HOME IMPROVEMENT         | ELECTRICAL BOXES              | 22.58    |
|             |                                | PVC, FITTINGS                 | 54.97    |
|             |                                | JACK POSTS, CHAIN             | 260.32   |
|             |                                | WALL FAUCET, PVC FITTINGS     | 48.99    |
|             |                                | CAULK, PVC FITTINGS           | 15.41    |
|             |                                | SCREWS                        | 12.58    |
|             |                                | ELECTRICAL BOX                | 3.31     |
|             |                                | ELECTRICAL BOXES              | 34.80    |
|             |                                | SWITCH BOX                    | 12.99    |
|             |                                | EYE BOLT, PAPER TOWELS        | 43.02    |
|             |                                | WALL FAUCET, DOWNSPOUT        | 96.86    |
|             |                                | BALL VALVES                   | 94.69    |
|             |                                | SPRAY PAINT                   | 8.32     |
|             |                                | BUSHINGS, SCREWS              | 19.42    |
|             | MENARDS-WASHINGTON             | SEALANT                       | 6.47     |
| 50-50-0-110 | LYNN WHITE                     | SAFETY GLASSES REIMBURSEMENT  | 150.00   |
| 50-50-0-115 | AG-LAND FS, INC.               | 4/20 FUEL                     | 1,465.29 |
|             | US BANK/ VOYAGER FLEET SYSTEMS | 4/20 GASOLINE-WATER           | 1,438.23 |
| 50-50-0-124 | MCCROMETER                     | BEARING, PROPELLER            | 1,004.50 |
| 50-50-0-127 | LOWES HOME IMPROVEMENT         | SPRAY LUBRICANT, DUCT TAPE    | 61.79    |
|             |                                | CUTTING WHEEL, GRINDING WHEEL | 48.26    |
|             |                                | HEX BOLTS, NUTS               | 23.50    |
|             |                                | HEX BOLT, NUTS                | 23.50    |
|             |                                | KEYS                          | 11.60    |
| 50-50-0-180 | WATER DEPOSIT REFUNDS          | 242 CASS ST-                  | 53.44    |
|             |                                | 225 WILDWOOD CT-              | 73.48    |
|             | W & S BILL OVERPAYMENT REFUND  | 325 1/2 ARNOLD AV-            | 53.44    |
|             |                                | ATS/CATERPILLAR               | 984.28   |
| 50-51-0-047 | AMEREN ILLINOIS                | 5/20 POWER FOR PUMPING        | 1,680.71 |
|             | CONSTELLATION NEW ENERGY       | 4/20 GAS-SEWER                | 8,571.12 |
| 50-51-0-050 | LOWES HOME IMPROVEMENT         | LUMBER, FITTINGS              | 44.98    |
| 50-51-0-052 | CENTRE STATE INTN'L TRUCKING   | ECU & PROGRAMMING             | 1,989.60 |
|             | COE EQUIPMENT CO               | HYDRAULIC CYLINDER, BUSHINGS  | 2,966.39 |
|             | O'REILLY AUTO PARTS            | MOTOR OIL                     | 25.99    |
| 50-51-0-070 | TOLEDO, PEORIA & WESTERN       | PIPE CROSSING PERMIT          | 3,423.29 |
|             |                                | PIPE CROSSING PERMIT          | 2,064.46 |
| 50-51-0-080 | LOWES HOME IMPROVEMENT         | BOLTS, HEX NUT                | 6.04     |
| 50-51-0-115 | AG-LAND FS, INC.               | 4/20 FUEL                     | 366.33   |
|             | US BANK/ VOYAGER FLEET SYSTEMS | 4/20 GASOLINE-SEWER           | 1,121.13 |
| 50-51-0-127 | GRAYBAR ELECTRIC COMPANY       | CONDUIT, COUPLINGS, HOLE SAW  | 85.59    |

DATE: 05/14/20  
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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

WATER & SEWER  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME                 | DESCRIPTION OF PURCHASE       | AMOUNT     |
|-------------|-----------------------------|-------------------------------|------------|
| 50-51-0-127 | HAWKINS INC                 | WASTEWATER PLANT CHEMICALS    | 3,718.23   |
|             | LOWES HOME IMPROVEMENT      | STORAGE TOTE, FOAM INSULATION | 69.63      |
|             |                             | CAP FITTINGS                  | 8.64       |
|             |                             | GUAGE                         | 13.76      |
| 50-56-0-053 | CORE & MAIN                 | RISER RINGS                   | 1,710.00   |
| 50-56-0-160 | CONCENTRIC INTEGRATION LLC  | SUPPORT SERVICES              | 580.00     |
| 50-57-0-253 | AMALGAMATED BANK OF CHICAGO | CILCO LN/KEAYES #33           | 33,056.45  |
| 50-57-0-257 | MORTON COMMUNITY BANK       | ERI LOAN PRINCIPAL            | 19,736.63  |
|             |                             | ERI LAON INTEREST             | 1,162.78   |
|             |                             |                               | -----      |
|             |                             | DEPARTMENT TOTAL:             | 102,269.70 |
|             |                             |                               | =====      |

APPROVED FOR PAYMENT BY:

DATE: 05/14/20  
TIME: 14:01:33  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

RIVERBOAT GAMING TAX FUND  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME           | DESCRIPTION OF PURCHASE | AMOUNT    |
|-------------|-----------------------|-------------------------|-----------|
| 80-00-0-257 | MORTON COMMUNITY BANK | ERI LOAN PRINCIPAL      | 21,831.67 |
|             |                       | ERI LOAN INTEREST       | 1,286.21  |
|             |                       |                         | -----     |
|             |                       | DEPARTMENT TOTAL:       | 23,117.88 |
|             |                       |                         | =====     |

APPROVED FOR PAYMENT BY:

DATE: 05/14/20  
TIME: 14:01:33  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

PAYROLL HOLDING ACCTS  
INVOICES DUE ON/BEFORE 05/15/2020

| ACCOUNT #   | VENDOR NAME | DESCRIPTION OF PURCHASE | AMOUNT     |
|-------------|-------------|-------------------------|------------|
| 99-99-9-998 | WAGES PAID  | 05/15/20 WS PAYROLL     | 69,997.10  |
|             |             | 05/15/20 GF PAYROLL     | 566,079.90 |
|             |             |                         | -----      |
|             |             | DEPARTMENT TOTAL:       | 636,077.00 |
|             |             |                         | =====      |

APPROVED FOR PAYMENT BY:

DATE: 05/14/20  
TIME: 14:01:33  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

FINAL TOTALS  
INVOICES DUE ON/BEFORE 05/15/2020

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|                               |              |
|-------------------------------|--------------|
| GENERAL CORPORATE FUND        | 124,373.95   |
| EMERGENCY SERV & DISASTER AST | 25.38        |
| POLICE PROTECTION FUND        | 141,118.01   |
| FIRE PROTECTION FUND          | 40,562.22    |
| SOLID WASTE                   | 37,226.12    |
| STREET & BRIDGE FUND          | 77,298.47    |
| STREET LIGHTING FUND          | 10,027.11    |
| EASTSIDE CENTRE               | 15,159.70    |
| HOTEL-MOTEL TAX               | 7,013.29     |
| CAMP STREET TIF               | 7,525.57     |
| WATER & SEWER                 | 102,269.70   |
| RIVERBOAT GAMING TAX FUND     | 23,117.88    |
| PAYROLL HOLDING ACCTS         | 636,077.00   |
|                               | -----        |
| GRAND TOTAL                   | 1,221,794.40 |
|                               | =====        |



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: March 28, 2020**

**SUBJECT: RECOMMENDATION TO APPROVE \$699,951.58 OF MOTOR FUEL TAX FUNDS FOR THE PROPOSED EXECUTION OF WORK FOR THE 2020 STREET MAINTENANCE PROGRAM.**

**DISCUSSION:**

We propose that \$699,951.58 be allocated for the 2020 Street Maintenance Program. Bids were received on March 24, 2020 for improvements totaling \$807,318.66. Due to recent events, available Motor Fuel Funds have been reduced. Contractors have agreed to honor their bid unit cost while allowing the City to reduce the scope of work in order to reduce the overall cost of the projects.

Please find the attached East Peoria Street Maintenance spread sheet showing the proposed 3 contractors, original bid amounts and the proposed reduction cost totaling \$699,951.58.

**RECOMMENDATION: Approve the above recommended bids in the amount of \$699,951.58 as outlined in the attached spread sheet to be paid for using Motor Fuel Tax funds.**

**RESOLUTION NO. 2021-003**

**East Peoria, Illinois**

\_\_\_\_\_, 2020

**RESOLUTION BY COMMISSIONER \_\_\_\_\_**

**WHEREAS**, the Department of Public Works has heretofore solicited proposals for the various components of the 2020 Street Maintenance Program (the "Project"); and

**WHEREAS**, the following contractors have agreed to perform the hereinafter described work in connection with the Project at the indicated cost to be paid from Motor Fuel Tax Funds ("MFT Funds");

| <u>Contractor</u>                        | <u>Description of Work</u> | <u>Contract Amount</u> |
|--|----------------------------|------------------------|
| R.A. Cullinan & Son, Inc.                | Sealcoating                | \$250,213.64           |
| American Asphalt Surface Recycling, Inc. | Heat Scarification         | \$297,270.77           |
| Midstate Asphalt Repair, Inc.            | Spray Patching             | \$80,000.00            |
| R.A. Cullinan & Son, Inc.                | Fog Coat                   | \$72,467.17            |

**WHEREAS**, Patrick N. Meyer & Associates, Inc. (the "Engineer") has agreed to perform engineering services for the Project at a cost of \$60,000.00;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT** each of these Project contracts is approved, and the Mayor or his designee is hereby authorized and directed to enter into contracts in such form as the Mayor in his discretion may approve with the aforementioned contractors and with the Engineer to perform the described work at the indicated cost; provided, however, that the City shall have no obligation under the terms of this Resolution until executed originals of such contracts have been delivered to the respective contractors and to the Engineer.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

2020  
EAST PEORIA STREET MAINTENANCE

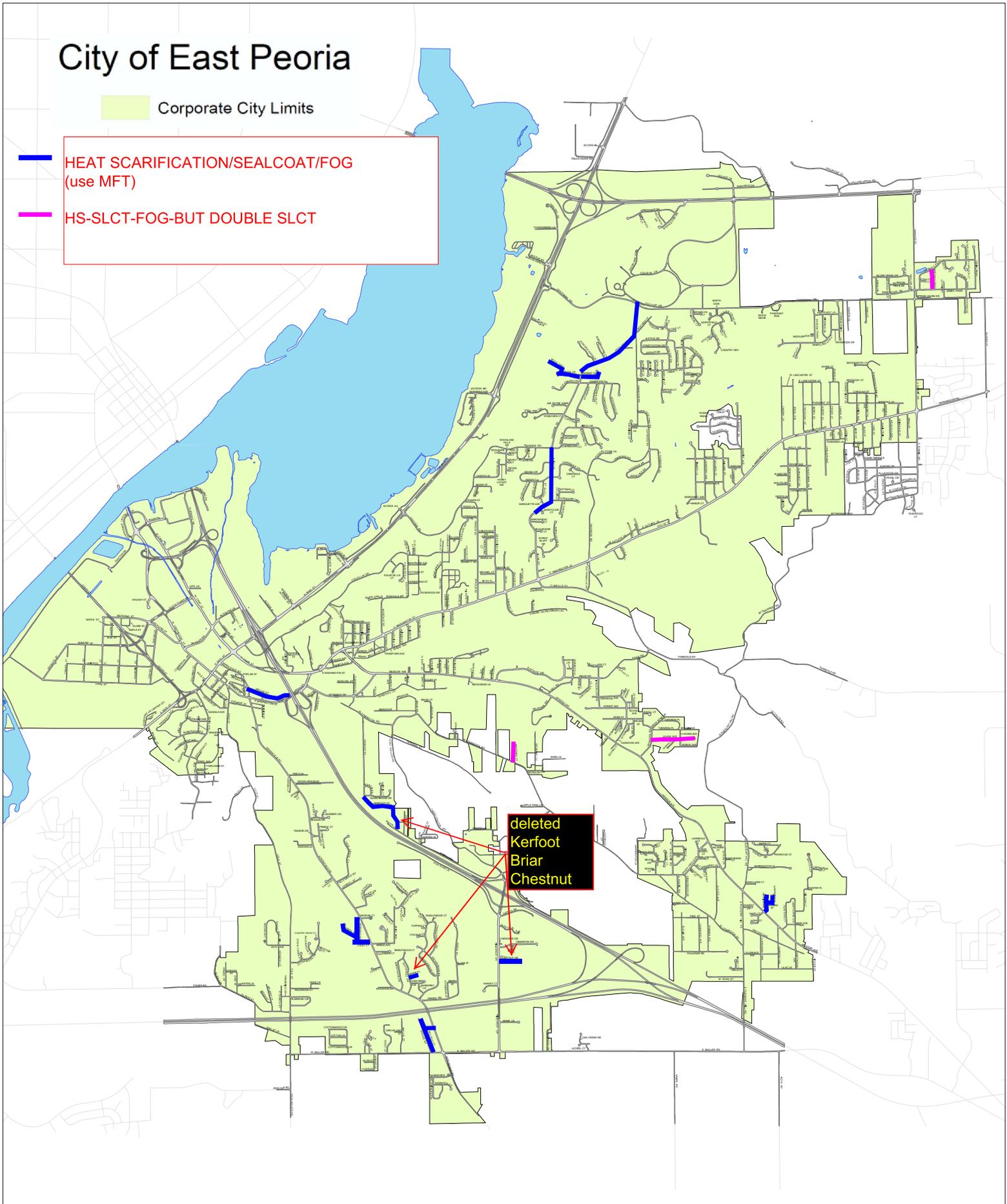
| VENDOR                              | TASK                         | BIDS          | AWARD<br>AMOUNT B/C OF<br>DEDUCTION | RECOMMENDATION  |
|-------------------------------------|------------------------------|---------------|-------------------------------------|---|
| MFT FUNDS                           |                              |               |                                     |   |
| R.A. CULLINAN & SON,<br>1. INC.     | SEALCOATING                  | \$ 282,500.60 | \$ 250,213.64                       | WE RECOMMEND THAT THE CITY ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO R.A. CULLINAN & SON, INC.     |
| AMERICAN ASPHALT<br>2. RECYC        | HEAT SCARIFICATION           | \$ 343,212.75 | \$ 297,270.77                       | WE RECOMMEND THAT THE CITY ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO AMERICAN ASPHALT RECYC        |
| MIDSTATE ASPHALT<br>3. REPAIR, INC. | SPRAY PATCHING               | \$ 98,325.00  | \$ 80,000.00                        | WE RECOMMEND THAT THE CITY ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO MIDSTATE ASPHALT REPAIR, INC. |
| R.A. CULLINAN & SON,<br>4. INC.     | FOG COAT                     | \$ 83,280.31  | \$ 72,467.17                        | WE RECOMMEND THAT THE CITY ACCEPT ALL OF THE PROPOSALS AND AWARD THE PROJECT TO R.A. CULLINAN & SON, INC.     |
|                                     | TOTAL FOR ALL<br>COMPONENTS= | \$ 807,318.66 | \$ 699,951.58                       |   |

# City of East Peoria

Corporate City Limits

HEAT SCARIFICATION/SEALCOAT/FOG  
(use MFT)

HS-SLCT-FOG-BUT DOUBLE SLCT



deleted  
Kerfoot  
Briar  
Chestnut

**EAST PEORIA FIRE DEPARTMENT**

201 W. Washington Street  
East Peoria, IL 61611  
Phone: (309) 427-7671



**John Knapp**  
Fire Chief

TO: The Honorable Mayor and the City Council  
THRU: Commissioner Mingus  
FROM: Fire Chief John Knapp  
DATE: April 28, 2020  
SUBJECT: ImageTrend Software Annual Contract

**DISCUSSION:** The East Peoria Fire Department switched from Firehouse Software to Imagetrend per resolution 1617-073 on October 18, 2016 for running and administration of our Fire and EMS reports. The ongoing fee schedule was set at \$ 12,148.85 annually to increase by up to 3% every year. This is a budgeted item and was included in our current year; Line Item 04000049 Information Technology.

Attached for review is the invoice from ImageTrend.

**RECOMMENDATION:** Approval the payment of \$12,888.72 to ImageTrend, Inc.

cc: Director of Finance Jeff Becker  
City Clerk Morgan Cadwalader

**RESOLUTION NO. 2021-004**

**East Peoria, Illinois**  
**\_\_\_\_\_ , 2020**

**RESOLUTION BY COMMISSIONER \_\_\_\_\_**

**WHEREAS**, the Fire Department transitioned from use of the Firehouse Software program for running and administering many of the operational aspects of the Fire Department to the ImageTrend software program (Elite EMS) in the Fall of 2016; and

**WHEREAS**, the Fire Department negotiated a software licensing agreement with ImageTrend Inc., including related exhibits, for the implementation of the ImageTrend software program for the Fire Department's operations, as provided in Exhibit B attached hereto, approved by Resolution No. 1617-073 on October 18, 2016; and

**WHEREAS**, the quote for the licensing renewal for the City's current fiscal year (2020-2021) to use the ImageTrend software program for the Fire Department is \$12,888.72, as provided in Exhibit A (Invoice) attached hereto; and

**WHEREAS**, the City's Budget for Fiscal Year 2020-21 provides sufficient funds for the licensing renewal of the ImageTrend software program; and

**WHEREAS**, it is in the best interests of the City and the Fire Department's operations to renew the user license for the ImageTrend software program as provided in Exhibit A attached hereto;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT** the licensing renewal of the ImageTrend software program is hereby approved, and the City Treasurer is authorized and directed to pay the sum of \$12,888.72 to ImageTrend, Inc. for the software licensing services.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



# Invoice

**Remit To:**

ImageTrend, Inc.  
 20855 Kensington Blvd.  
 Lakeville, MN 55044

Phone: 952-469-1589

Email: [invoices@imagnetrend.com](mailto:invoices@imagnetrend.com)

**Bill To:**

East Peoria Fire Department  
 Ryan Beck  
 201 West Washington Street  
 East Peoria IL 61611

**Invoice Number** 121826  
**Invoice Date** 4/10/2020  
**Terms** Net 30  
**PO Number**  
**Order Number** 15309  
**Customer Number** 1907

**Ship To:**

East Peoria Fire Department  
 Ryan Beck  
 201 West Washington Street  
 East Peoria IL 61611

| Item Name                                 | Description | Qty | Unit Price | Total      |
|---|-------------|-----|------------|------------|
| Elite Rescue Support                      | Annual Fee  | 1   | \$1,748.36 | \$1,748.36 |
| Elite Rescue Hosting                      | Annual Fee  | 1   | \$5,245.09 | \$5,245.09 |
| Elite EMS Field Site License Support      | Annual Fee  | 1   | \$874.18   | \$874.18   |
| Elite EMS Inspections Support             | Annual Fee  | 1   | \$786.77   | \$786.77   |
| Elite Rescue CAD Integration Support      | Annual Fee  | 1   | \$1,912.28 | \$1,912.28 |
| Elite Rescue Visual Informatics Support   | Annual Fee  | 1   | \$437.09   | \$437.09   |
| Elite Rescue MARS (Mapping) Transactional | Annual Fee  | 1   | \$764.91   | \$764.91   |
| Elite Rescue Scheduler Support            | Annual Fee  | 1   | \$437.09   | \$437.09   |
| Elite EMS Health Information Hub (HIH) Su | Annual Fee  | 1   | \$682.95   | \$682.95   |

**Invoice Sub-Total** \$12,888.72  
**Taxes** \$0.00  
**Invoice Total** \$12,888.72

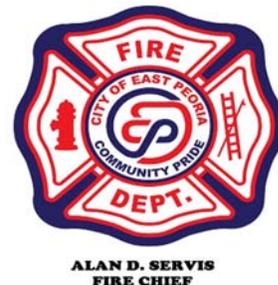
Thank you for your business!

Please include customer number and invoice number on your payment.



## EAST PEORIA FIRE DEPARTMENT

201 W. Washington Street  
 East Peoria, IL 61611  
 Phone: (309) 427-7671  
[alanservis@cityofeastpeoria.com](mailto:alanservis@cityofeastpeoria.com)



TO: The Honorable Mayor and the City Council

THRU: Jeff Eder City Administrator

FROM: Chief Al Servis & Assistant Chief Ryan Beck

DATE: 9/27/2016

SUBJECT: ImageTrend Software

### Discussion:

After much deliberation, we have determined that it is in the best interest of the Fire Department to discontinue our use of FireHouse Software and migrate to ImageTrend Software. We are unable to adequately administer the software and the ongoing training costs for our personnel are extravagant. ImageTrend has agreed to accept approximately half of the set-up costs along with prorated licensing fees this year. We would then pay the remainder of the set-up costs and licensing fees next budget year. So our immediate costs to ImageTrend would be \$30,000. Next year our total costs would be approximately \$26,400. The ongoing fees for year three and thereafter would be \$12,148.85 annually. While we recognize that this is a significant investment, it is important to understand that we spent an average of \$16,500 annually for FireHouse from 2012-2015. We are prepared to sacrifice our proposed purchase of a Lifepak 15 Cardiac Monitor this year and utilize the \$31,000 that had been budgeted out of Gaming Funds to pay for this year's \$30,000 expense.

The attached contract has been examined by staff at Miller, Hall, and Triggs as well as Kuhl and Co. Insurance and all questions or concerns that were raised have been answered or removed from the contract.

In addition, Matt Berger and Rich Mendenhall (Tazewell County 911) have both been party to the process and agree that this is the right move for our department.

### Recommendation:

It is our recommendation that we proceed with the purchase of ImageTrend Software Licensing and discontinue our use of FireHouse Software.

**RESOLUTION NO. 1617-073**

**East Peoria, Illinois  
October 18, 2016**

**RESOLUTION BY COMMISSIONER Densberger**

**WHEREAS**, the Fire Department currently uses the Firehouse Software program for running and administering many of the operational aspects of the Fire Department; and

**WHEREAS**, the Fire Department has decided to transition from the use of the Firehouse Software program to the ImageTrend software program (Elite EMS) for the Fire Department's operational needs and requirements; and

**WHEREAS**, the Fire Department has negotiated a software licensing agreement with ImageTrend Inc., including related exhibits, for the implementation of the ImageTrend software program for the Fire Department's operations, as provided in Exhibit B attached hereto; and

**WHEREAS**, the quote to obtain the licensing agreement for the remainder of the City's current fiscal year to implement ImageTrend software program for the Fire Department is \$30,000.00, as provided in Exhibit A (Invoice) attached hereto; and

**WHEREAS**, the City seeks to enter into the software licensing agreement with ImageTrend Inc. as provided in Exhibit B attached hereto;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT** the Mayor or his designee is hereby authorized and directed to enter into the Software Licensing Agreement with ImageTrend Inc. (Exhibit B) containing such terms and conditions as the Mayor in his discretion may approve at a total cost of \$30,000.00; provided, however, that the City shall have no obligation under the terms of this Resolution until an executed original of the Software Licensing Agreement has been delivered to ImageTrend Inc.

**APPROVED:**

/s/ David W. Mingus  
Mayor

**ATTEST:**

/s/ Morgan R. Cadwalader  
City Clerk

**Remit To:**

ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044

Phone: 952-469-1589

Email: [invoices@imagetrend.com](mailto:invoices@imagetrend.com)

**Bill To:**

East Peoria Fire Department  
Ryan Beck  
201 West Washington Street  
East Peoria IL 61611

**Invoice Number** 102511  
**Invoice Date** 7/21/2016  
**Terms**  
**PO Number**  
**Order Number** 15309  
**Customer Number** 1907

**Ship To:**

East Peoria Fire Department  
Ryan Beck  
201 West Washington Street  
East Peoria IL 61611

| Item Name                                 | Description                            | Qty | Unit Price  | Total       |
|---|--|-----|-------------|-------------|
| Elite Rescue License Fee                  | One Time Fee Part of First Year 30,000 | 1   | \$10,000.00 | \$10,000.00 |
| Elite Rescue Setup Fee                    | Included with Elite Rescue License     | 1   | \$0.00      | \$0.00      |
| Elite Rescue Field Site License Fee       | One Time Fee Part of First Year 30,000 | 1   | \$5,000.00  | \$5,000.00  |
| Mobile Inspections License Fee            | One Time Fee Part of First Year 30,000 | 1   | \$4,500.00  | \$4,500.00  |
| Elite Rescue CAD Integration              | One Time Fee Part of First Year 30,000 | 1   | \$5,000.00  | \$5,000.00  |
| Elite Rescue Visual Informatics Setup Fee | One Time Fee Part of First Year 30,000 | 1   | \$2,000.00  | \$2,000.00  |
| Elite Rescue MARS (Mapping) Setup Fee     | One Time Fee Part of First Year 30,000 | 1   | \$1,000.00  | \$1,000.00  |
| Resource Bridge Hospital Hub Setup and Ac | One Time Fee Part of First Year 30,000 | 1   | \$2,500.00  | \$2,500.00  |

**Invoice Sub-Total** \$30,000.00  
**Taxes** \$0.00  
**Invoice Total** \$30,000.00

Thank you for your business!

Please include customer number and invoice number on your payment.

# SOFTWARE LICENSING AGREEMENT

CONTRACT No.: 213929

**BETWEEN**

**EAST PEORIA FIRE DEPARTMENT  
201 WEST WASHINGTON ST  
EAST PEORIA, IL 61611**

**AND**

**IMAGETREND, INC.  
20855 KENSINGTON BLVD.  
LAKEVILLE, MN 55044**

**IMAGETREND®**

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and East Peoria Fire Department (hereinafter "CLIENT").

## **R E C I T A L S**

**WHEREAS**, IMAGETREND owns the software system known SOFTWARE; and

**WHEREAS**, CLIENT desires to obtain the license of the Software mentioned above; and

**WHEREAS**, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **SECTION 1. DEFINITIONS.**

**"Authorized personnel"** means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

**"Confidential information"** means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

**"Custom Development"** means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

**"ePCR"** means an Electronic Patient Care Report

**"ImageTrend Elite Data Marts"** means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

**"ImageTrend Elite Reporting Tools"** means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

**"Incident(s)"** means an instance where the CLIENT sends a vehicle to a potential or actual patient.

**"Licensed Information"** means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form,

user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

**“Perpetual License”** means an unlimited use of software without rights for resale.

**“Reference”** means referral in the promotion of IMAGETREND’S software to other potential CLIENTS.

**“Run(s)”** means an incident where the CLIENT sends a vehicle to a potential or actual patient.

**“Software”** means the computer program(s) in machine readable object code form listed in Exhibit “A”, including the executable processing programs comprising the various modules from the Software and the Licensed Information.

**“Statement of Work”** means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

**“Support”** means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND’s offices.

**“Upgraded Version”** means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

## **SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

## **SECTION 3. GRANT OF LICENSE.**

### **A. NON-EXCLUSIVE PERPETUAL USE LICENSE.**

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

### **B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE**

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential. CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

**SECTION 4. SOFTWARE ABSTRACT.**

A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical

database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.

- B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S. Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

## **SECTION 5. SERVICES PROVIDED BY IMAGETREND.**

### **A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.**

IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

### **B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.**

During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

### **C. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**

1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

## **SECTION 6. MAINTENANCE AND SUPPORT.**

### **A. Application use support as detailed in Service Level Agreement Exhibit B.**

- B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.

- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

#### **SECTION 7. FEES.**

- A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
  - (i) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- B. The fees for this contract are as detailed in the attached Exhibit A.
- C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.
- D. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

#### **SECTION 8. PROTECTION AND CONFIDENTIALITY.**

- A. **ACKNOWLEDGEMENT.**

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.
- B. **MAINTENANCE OF CONFIDENTIAL INFORMATION.**

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

**SECTION 9. WARRANTIES.**

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time.

IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

The express warranties provided herein are the only warranties made by IMAGETREND with respect to the Software and supersede all other express or implied warranties, including, but not limited to, any warranties of merchantability and warranties for any special purpose.

**SECTION 10. LIMITATION OF LIABILITY.**

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the AGREEMENT; or (ii) repair of the Software.

**SECTION 11. INDEMNIFICATION.**

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

#### B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

#### **SECTION 12. INSURANCE REQUIREMENTS.**

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

#### **SECTION 13. TERMINATION.**

##### A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

##### B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

##### C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8 , above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

#### **SECTION 14. COOPERATIVE USE**

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in

accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

**SECTION 15. NONASSIGNABILITY.**

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

**SECTION 16. GOVERNING LAW.**

The parties agree that the law governing this AGREEMENT shall be that of the State of Minnesota without regard to its conflict of laws principles.

**SECTION 17. COMPLIANCE WITH LAWS.**

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 18. WAIVER.**

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

**SECTION 19. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

**TO CLIENT:** East Peoria Fire Department  
201 West Washington St  
East Peoria, IL 61611

ATTENTION: Ryan Beck

**TO IMAGETREND:** ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**SECTION 20. FORCE MAJEURE.**

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**SECTION 21. ARBITRATION.**

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (MINNESOTA) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

**SECTION 22. INTERPRETATION.**

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

**SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

**SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**WITNESS THE EXECUTION HEREOF** on the day and year last written below.

APPROVED AS:

**"EAST PEORIA FIRE DEPARTMENT"**

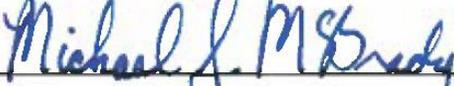
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**"IMAGETREND"**

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

Name: Michael J. McBrady

Title: President

Dated: 7/7/2016

## **EXHIBITS**

**EXHIBIT A** – Pricing Agreement

**EXHIBIT B** – Service Level Agreement

**EXHIBIT C** – HIPAA Business Associate Agreement

**EXHIBIT D** – Insurance Certificate

**EXHIBIT E** – Tax Exemption Certificate

## EXHIBIT A – PRICING AGREEMENT

IMAGETREND's license and annual support are based upon 3,500 annual incidents as provided by CLIENT. IMAGETREND reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the CLIENT, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to IMAGETREND.

### Pricing Agreement

| Description  | Units | Price       | Extended                  |
|--|-------|-------------|---------------------------|
| ImageTrend Elite Rescue License  | 1     | \$10,000.00 | \$10,000.00               |
| ImageTrend Elite Rescue Setup Fee and Project Management   | 1     | Included    | Included                  |
| ImageTrend Elite Field Site License  | 1     | \$5,000.00  | \$5,000.00                |
| ImageTrend Elite Mobile Fire Inspections Site License  | 1     | \$4,500.00  | \$4,500.00                |
| CAD Integration: EMS & Fire (Other)  | 1     | \$5,000.00  | \$5,000.00                |
| Visual Informatics – Analytics Setup Fee (includes 1 cube)<br><i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine</i> | 1     | \$2,000.00  | \$2,000.00                |
| MARS (Mapping) Setup Fee   | 1     | \$1,000.00  | \$1,000.00                |
| Scheduler Setup Fee  | 1     | \$1,000.00  | \$1,000.00                |
| Hospital Hub Setup and Access Fee for Services   | 1     | \$2,500.00  | \$2,500.00                |
| Training Sessions – Onsite (Full Day M-F)  | 2     | \$1,000.00  | \$2,000.00                |
| Travel per Trainer for Onsite Training   | 1     | \$1,750.00  | \$1,750.00                |
| Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours)   | 8     | \$250.00    | \$2,000.00                |
| <b>TOTAL One-Time Fees</b>   |       |             | <b><u>\$36,750.00</u></b> |

| Recurring Fees   | Units | Price      | Extended                  |
|--|-------|------------|---------------------------|
| ImageTrend Elite Rescue Annual Support                                     | 1     | \$1,600.00 | \$1,600.00                |
| ImageTrend Elite Rescue Annual Hosting                                     | 1     | \$4,800.00 | \$4,800.00                |
| ImageTrend Elite Field Site License Annual Support                         | 1     | \$800.00   | \$800.00                  |
| ImageTrend Elite Mobile Fire Inspections Site License Annual Support       | 1     | \$720.00   | \$720.00                  |
| CAD Annual Support and Hosting   | 1     | \$1,750.00 | \$1,750.00                |
| Visual Informatics Annual Support  | 1     | \$400.00   | \$400.00                  |
| MARS (Mapping) Annual Transactional Fee                                    | 1     | \$700.00   | \$700.00                  |
| Scheduler Annual Support   | 1     | \$400.00   | \$400.00                  |
| Hospital Hub Annual Support and Hosting<br>Number of Hospitals Included: 5 | 1     | \$625.00   | \$625.00                  |
| <b>Annual Recurring Fees</b>   |       |            | <b><u>\$11,795.00</u></b> |

|  |          |                    |                           |
|--|----------|--------------------|---------------------------|
| <b>Prorated Recurring Fees (09/01/2016-04/30/2017)</b> | <b>8</b> | <b>\$982.91</b>    | <b>\$7,863.28</b>         |
| <b>TOTAL Year 1</b>                                    |          |                    | <b><u>\$44,613.28</u></b> |
| <b>Year 2 Annual Fees 05/01/2017-04/30/2018</b>        | <b>1</b> | <b>\$11,795.00</b> | <b>\$11,795.00</b>        |
| <b>Ongoing Annual Fees Year 3 and Thereafter</b>       | <b>1</b> | <b>\$12,148.85</b> | <b>\$12,148.85</b>        |

| Optional*                              | Units | Price      | Extended |
|--|-------|------------|----------|
| Out of Scope billed at \$130/Hour      |       | \$130.00   |          |
| Onsite Training Sessions @ \$1,000/day |       | \$1,000.00 |          |

\*The CLIENT may elect to purchase additional services as set forth in the options identified above at any time during the contract term. The CLIENT shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

**Payment Terms:**

- a. Initial payment of \$30,000 will be invoiced upon Contract Signature.
- b. ImageTrend will prorate Recurring Annual Fees from 09/01/2016-04/30/2017. Remaining Year 1 Total of \$14,613.28 will be invoiced on May 1, 2017.
- c. Year 2 Annual Fees from 05/01/2017-04/30/2018 for \$11,795.00 will be invoiced on May 1, 2017.
- d. Payment Terms are net 60 days.
- e. The ongoing recurring Annual Fees will be billed annually in advance.
- f. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- g. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.
- h. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late.
- i. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable  
*Note: If Client would like to schedule Onsite Training on the weekend, additional fees may apply.*  
*Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees*  
*Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports*

**Pricing escalation factors:**

- a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

**Statements/Invoices should be mailed to:**

Ryan Beck  
 East Peoria Fire Department  
 201 West Washington St  
 East Peoria, IL 61611  
 Phone: 309-427-7672  
 Email: [ryanbeck@cityofeastpeoria.com](mailto:ryanbeck@cityofeastpeoria.com)

**ImageTrend Salesperson Contact:**

Mike Tamasi  
 952-469-1589  
[mtamasi@imagetrend.com](mailto:mtamasi@imagetrend.com)  
[contracts@imagetrend.com](mailto:contracts@imagetrend.com)

## **EXHIBIT B – SERVICE LEVEL AGREEMENT**

### **PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0**

This agreement exists for the purpose of creating an understanding between IMAGETREND and CLIENT who elect to host the application on IMAGETREND's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed IMAGETREND Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

#### **1. Hosting at the ImageTrend's Datacenter**

IMAGETREND's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

##### ***Hardware***

IMAGETREND server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
  - Microsoft SQL Server 2012
  - Microsoft Windows Server 2012
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

##### ***Physical Facility***

The IMAGETREND hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

### ***Data Integrity***

IMAGETREND applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to IMAGETREND staff

## **2. Application and Hosting Support**

IMAGETREND provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving IMAGETREND software. IMAGETREND has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

IMAGETREND offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to IMAGETREND.

IMAGETREND's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: [www.imagetrend.com/support](http://www.imagetrend.com/support)

Email: [support@imagetrend.com](mailto:support@imagetrend.com)

Toll Free: 1-888-730-3255

Phone: 952-469-1589

### ***Online Support***

IMAGETREND offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to IMAGETREND's application support specialists. Once a CLIENT submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should CLIENTS wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing IMAGETREND to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

### ***Incident Reporting Malfunctions***

IMAGETREND takes all efforts to correct malfunctions that are documented and reported by the CLIENT. IMAGETREND acknowledges receipt of a malfunction report from a CLIENT and acknowledges the disposition and possible resolution thereof according to the chart below.

| <b>Severity Level</b> | <b>Examples of each Severity Level:</b>   | <b>Notification Acknowledgement: IMAGETREND Return Call to Licensee after initial notification of an Error</b> | <b>Action Expectation: Anticipated Error resolution notification after IMAGETREND Return Call to Licensee of Notification Acknowledgement of an error.</b> |
|-----------------------|---|--|--|
| High/Site Down        | <ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted</li> </ul>  | Within one (1) hour of initial notification during business hours or via support.imagetrend.com                | Six hours  |
| Medium                | <ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords</li> </ul> | Within four (4) hours of initial notification  | 24 Business hours  |
| Low                   | <ul style="list-style-type: none"> <li>- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.</li> </ul>   | Same day or next business day of initial notification  | Future Release   |

**Service Requests (enhancements)**

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one CLIENT and deemed to be outside of the original scope of the product, then a change order is written and presented to the CLIENT. These requests are subject to our standard rates and mutual agreement. CLIENTS review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by IMAGETREND using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

**Out of Scope**

CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND’s standard hourly rate.

**Maintenance and Upgrades**

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the CLIENT’s responsibility to accept all offered updates and upgrades to the system. If the CLIENT does not accept these, CLIENT should be advised that IMAGETREND, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any CLIENT specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by IMAGETREND’s implementation staff or the CLIENT’s administrative staff.

***Escalation***

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

## **EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT**

### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) dated \_\_\_\_\_ (the “Effective Date”), is entered into by and between East Peoria Fire Department, an Illinois corporation (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

**WHEREAS**, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

**WHEREAS**, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

**WHEREAS**, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

**WHEREAS**, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

**WHEREAS**, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.
2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily

producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards

and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under

one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate’s own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
  - ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

#### 10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until

terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
  - c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
    - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
    - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
  - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
  - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
  - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or

attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

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If to Business Associate:

ImageTrend, Inc.  
Attn: Michael J. McBrady  
20855 Kensington Blvd.  
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.

19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**"EAST PEORIA FIRE DEPARTMENT"**

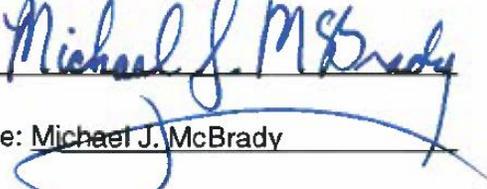
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**"IMAGETREND"**

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

Name: Michael J. McBrady

Title: President

Dated: 7/7/2016

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## **EXHIBIT D – INSURANCE CERTIFICATE**

Intentionally left blank

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## **EXHIBIT E – TAX EXEMPTION CERTIFICATION**

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.



**TO:** The Honorable Mayor and the City Council

**FROM:** Ty Livingston, Director of Planning & Community Development

**DATE:** May 12, 2020

**SUBJECT:** Petition of the City of East Peoria to amend the City Code section 5-10-2 to permit the limited processing and freezing of fish within an enclosed building as a Special Use in M-1, Manufacturing district, limited.

**BACKGROUND:**

After many years of working with various regional and state agencies, the City has the potential to host the first substantive effort to manage, and benefit from, the Asian carp population in the Illinois River. In order to facilitate this effort, the current city code does not offer a reasonable approach to how to manage these operations. To that end, the code change here would permit limited fish processing operations, all within an enclosed building, as a Special Use in M-1 zoning. As much of the City's zoning along North Main Street is M-1 and it is adjacent to the Illinois River, it makes sense to focus this use along this corridor.

At their meeting, the ZBA voted 7-0 to recommend approval of this code change.

**RECOMMENDATION:** Approval, as presented.

**ORDINANCE NO. 4499**

**AN ORDINANCE AMENDING TITLE 5, CHAPTER 10, SECTION 2  
OF THE ZONING CODE FOR THE CITY OF EAST PEORIA REGARDING  
PERMITTED SPECIAL USES IN M-1 MANUFACTURING DISTRICTS**

**WHEREAS**, the City of East Peoria has proposed an amendment to certain zoning regulations found at Title 5, Chapter 10, Section 2 of the East Peoria City Code, which proposed amendments are hereinafter set forth; and

**WHEREAS**, after hearing pursuant to duly published notice, the East Peoria Zoning Board of Appeals has recommended approval of the proposed amendments; and

**WHEREAS**, the City Council finds that adoption of the proposed amendments would serve the best interests of the City of East Peoria and its citizens;

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

**Section 1.** Title 5, Chapter 10, Section 2(b) of the East Peoria City Code pertaining to permitted special uses within the M-1, Manufacturing District is hereby amended to read as follows (additions are indicated by underline; deletions by ~~strikeout~~):

(b) *Special uses.* The following uses may be allowed by special use permit in accordance with the provisions of section 5-11-10 of this title:

- (1) Any use not listed above which is permitted in B-2 and B-3 districts.
- (2) Bulk storage, sale and distribution of flammable liquids, fats or oils in tanks.
- (3) Bus or truck garage, storage yard and terminal.
- (4) Open-air storage, sale and distribution of solid fuels or contractors' equipment; provided that all outdoor storage areas are fully enclosed by solid fencing or walls not less than nine (9) feet in height and not nearer than fifty (50) feet to any public street or highway right-of-way.
- (5) Airports and heliports.
- (6) Planned industrial developments as defined in chapter 12 of this title.

- (7) Junkyards or automobile wrecking yards; provided that all outdoor storage areas are fully enclosed by solid fencing or walls not less than nine (9) feet in height and not nearer than fifty (50) feet to any public street or right-of-way.
- (8) Storage of any materials which are not noxious, toxic, corrosive, explosive, or which constitute refuse as defined in chapter 9-6.
- (9) Off-premises signs as defined in title 4, chapter 7.
- (10) Towers complying with the provisions of title 4.
- (11) The outdoor storage or display of materials, goods or products outside of the boundary of a scenic area.
- (12) The outdoor storage or display of materials, goods or products within the boundary of a scenic area.
- (13) Certain construction activities within a steep slope zone in accordance with the provisions of chapter 17 of this title.
- (14) The siting and construction of a small wind energy conversion system which complies with the Wind Energy Code.
- (15) On-premises automatic changeable copy signs, provided that all of the following conditions are met:
  - a. The sign is a freestanding sign located on a parcel having an area of thirty (30) acres or more.
  - b. Any property line of the parcel is located within two hundred (200) feet of the right-of-way line of Interstate Route 74.
  - c. The copy area of the sign does not exceed six hundred seventy-two (672) square feet.
  - d. Such other limitations as are necessary to minimize the adverse impact of the sign on either the public health, safety and welfare or on the quiet enjoyment of nearby property.
  - e. The sign must comply with any and all standards imposed by the Sign Code of the City of East Peoria which are not inconsistent with the conditions imposed in this subsection which authorizes automatic changeable copy signs.
- (16) Craft distilleries.

- (17) Electric fences constructed in accordance with title 4, chapter 18 of the East Peoria City Code.
- (18) Medical cannabis cultivation center but only under the following conditions:
  - a. No such cultivation center shall be located within two thousand five hundred (2,500) feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility, public park, public library, residential substance abuse treatment facility, place of worship, or an area zoned for residential use.
  - b. No person shall reside in or permit any person to reside in a cultivation center.
  - c. No person under the age of eighteen (18) shall be allowed to enter a cultivation center unless accompanied by a parent or guardian.
  - d. Drive-through services shall be prohibited.
  - e. Outdoor seating areas shall be prohibited.
  - f. Consumption of medical cannabis on the premises, including the parking area shall be prohibited.
  - g. Hours of operation shall be not earlier than 8:00 a.m. and not later than 7:00 p.m.
  - h. Any such cultivation center shall be operated in compliance with applicable federal, state and local laws and regulations.
- (19) Medical cannabis dispensing organization but only under the following conditions:
  - a. No such dispensing organization shall be located within one thousand (1,000) feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, day care home, group day care home, part day child care facility, public library, residential substance abuse treatment facility or place of worship.

- b. No dispensing organization shall be located in a house, apartment, condominium or physician's office.
  - c. No person shall reside in or permit any person to reside in a dispensing organization.
  - d. No person under the age of eighteen (18) shall be allowed to enter a dispensing organization unless accompanied by a parent or guardian.
  - e. Drive-through services shall be prohibited.
  - f. Outdoor seating areas shall be prohibited.
  - g. Consumption of medical cannabis on the premises, including the parking area shall be prohibited.
  - h. Hours of operation shall be not earlier than 8:00 a.m. and not later than 7:00 p.m.
  - i. Any such dispensing organization shall be operated in compliance with applicable federal, state and local laws and regulations.
- (20) The siting and construction of solar energy systems which under the Solar Energy Code require a special use under the provisions of title 4, chapter 19.
- (21) Massage establishments but only under the following conditions:
- a. No such massage establishment shall be located within one thousand (1,000) feet of another massage establishment; and
  - b. No such massage establishment shall be located in a building or structure which contains a business that sells or dispenses alcoholic beverages in any manner.
- (22) Limited processing and freezing of fish within a completely enclosed building provided that such processing operations shall not emit noxious or offensive odors.

**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, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXAMINED AND APPROVED:**

\_\_\_\_\_  
Corporation Counsel



**TO:** The Honorable Mayor and the City Council

**FROM:** Ty Livingston, Director of Planning & Community Development

**DATE:** May 12, 2020

**SUBJECT:** Petition of Mitch LaHood for a Special Use to allow the outdoor storage of dumpsters on property located at 2901 N. Main St.

**BACKGROUND:**

The petitioner here is seeking a Special Use to store dumpsters on this site. The dumpsters are already at this location and a different petitioner was scheduled to present at the ZBA this past fall but did not appear at the hearing. While screening from Main Street is challenging at this location given the elevation difference, staff believes there are steps that can be taken to aid in this effort. As suggested to the ZBA, the petitioner could position the dumpsters directly behind the building, as much as possible, as well as increase screening from the frontage road by slatting the existing fence.

At their meeting, the ZBA voted 7-0 to recommend approval of this Special Use with the condition that not more than 20 dumpsters be permitted in the general location shown on the site plan at any given time. The board did not feel additional screening is needed.

**RECOMMENDATION:** Approval, as presented with the condition that not more than 20 dumpsters be permitted on the site at a time.

**ORDINANCE NO. 4500**

**AN ORDINANCE AUTHORIZING A SPECIAL USE  
FOR PROPERTY LOCATED AT 2901 N. MAIN STREET  
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

**WHEREAS**, Mitch LaHood (the "Petitioner") has petitioned for a special use to allow for the outdoor storage of garbage dumpsters on property zoned "M-1, Manufacturing District, Limited" and located at 2901 N. Main Street, as shown and described at "Exhibit A" attached hereto and incorporated herein by reference (which property as so described hereinafter referred to as the "Property"); and

**WHEREAS**, the Petitioner uses a portion of the Property for conducting his business of renting, collecting, and dumping garbage dumpsters; and

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

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

**Section 1.** A Special Use to allow the outdoor storage of garbage dumpsters as part of Petitioner's business operations on the Property is hereby approved.

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

1. Not more than twenty (20) garbage dumpsters may be stored outdoors on the Property at any given time in the location set forth on the site plan for the Property submitted by the Petitioner, as site plan is attached hereto as Exhibit B (the "Site Plan").

2. The outside area upon which the dumpsters are stored shall be continuously maintained in a manner that is free of any garbage, waste, or debris and no such garbage, waste, or debris shall be allowed to accumulate outside of the garbage dumpsters.

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

**Section 3.** This Ordinance is hereby ordered to be published in pamphlet form by the East Peoria City Clerk and said Clerk is ordered to keep at least three (3) copies

hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

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

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

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

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXAMINED AND APPROVED:**

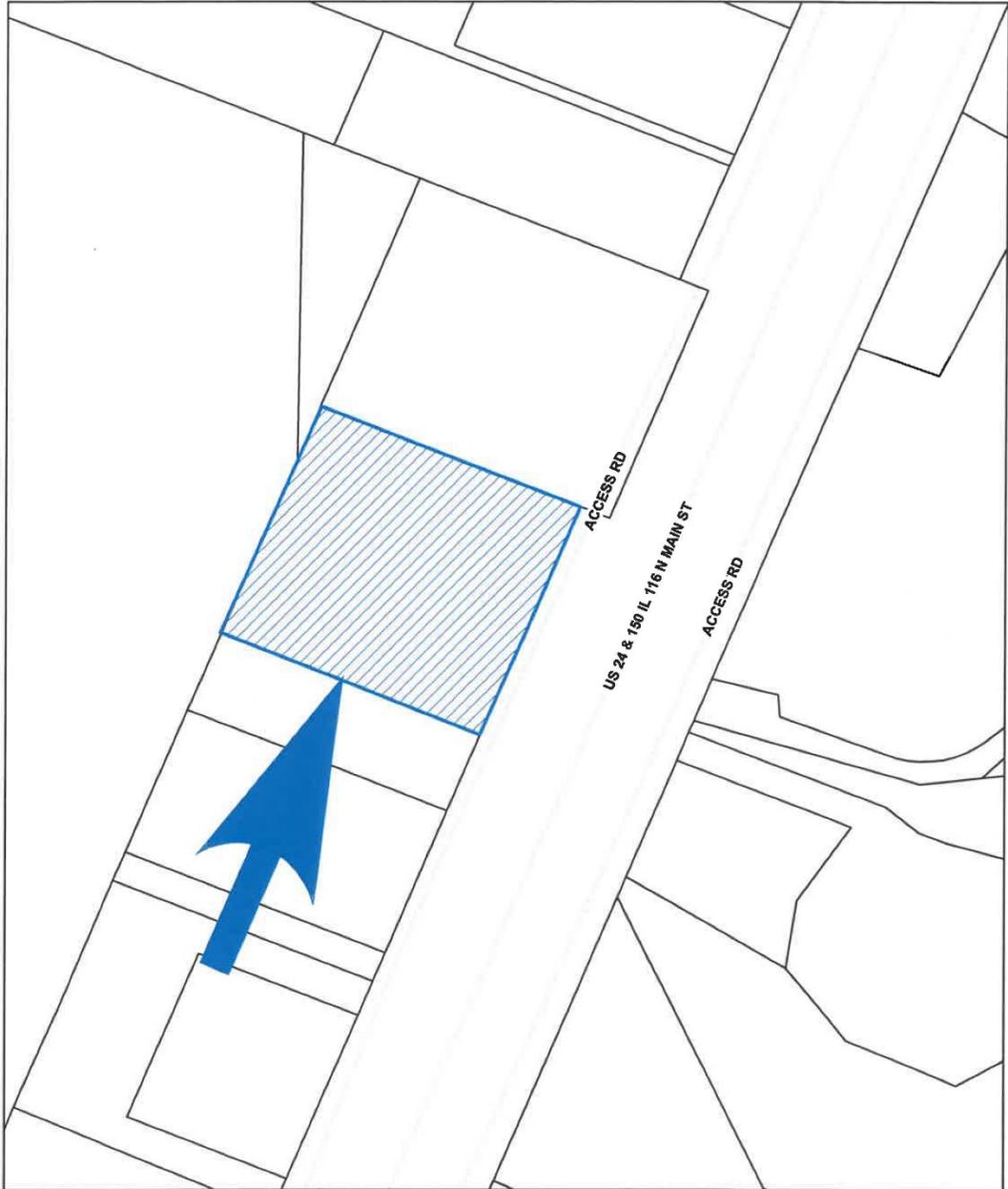
\_\_\_\_\_  
Corporation Counsel

**EXHIBIT A  
(Site Map)**

Case 20-SU-12  
2901 N. Main St.  
Mitch LaHood

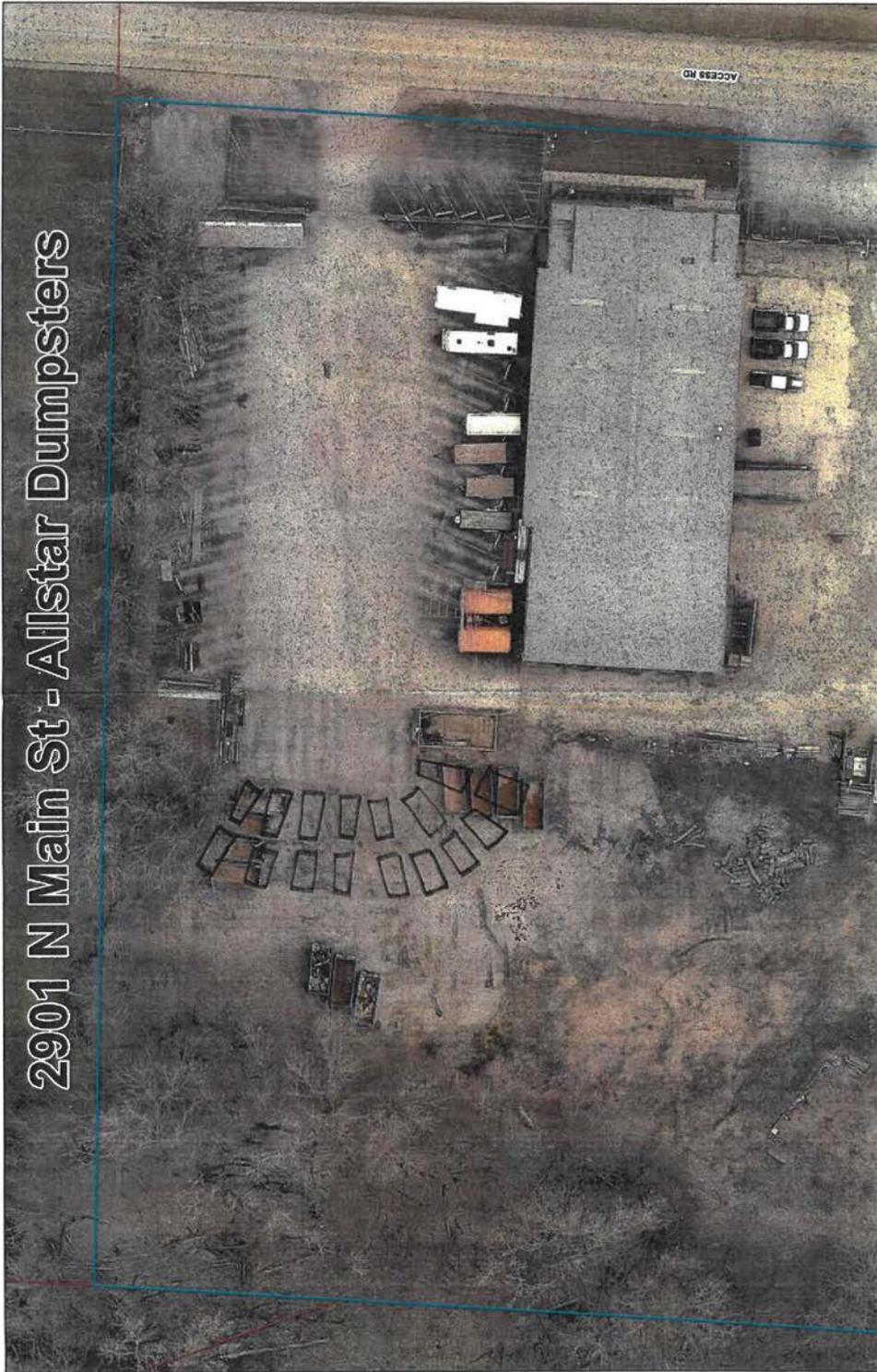
Exhibit "A"

Legal Description: P.I.N.: 01-01-23-100-010



**EXHIBIT B  
(Site Plan)**

2901 N Main St - Allstar Dumpsters





**TO:** The Honorable Mayor and the City Council

**FROM:** Ty Livingston, Director of Planning & Community Development

**DATE:** May 12, 2020

**SUBJECT:** Petition of Roy Sorce of Sorce Enterprises for a Special Use to allow for the limited processing and freezing of fish within an enclosed building on property located at 3201 N. Main St.

**BACKGROUND:**

The petitioner here is seeking a Special Use to process fish at this location. As presented, the processing here will be within a fully enclosed building and limited to flash-freezing, cutting into chunks and packaged to be shipped to locations outside of the area. To begin with, the product here will be used as bait for the lobster and crab industries on the east coast, as well as Louisiana, but more opportunities are possible. Staff is excited to see this first substantive development in the management of the Asian carp population and will be working closely with the property owner and the IDNR to ensure the project has every opportunity to be successful and a model for future efforts.

At their meeting, the ZBA voted 7-0 to recommend approval of this Special Use.

**RECOMMENDATION:** Approval, as presented.

**ORDINANCE NO. 4501**

**AN ORDINANCE AUTHORIZING A SPECIAL 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 0 zoned "M-1, Manufacturing District Limited" and located at 3201 N. Main Street, as shown and described at "Exhibit A" attached hereto and incorporated herein by reference (which property as so described hereinafter referred to as the "Property"); and

**WHEREAS**, the Petitioner seeks to establish an Asian carp processing business within the building currently existing on the Property, which is located adjacent to the Illinois River; 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 fish processing and freezing as part of Petitioner's business operations on the Property is hereby approved.

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

1. All processing and freezing of fish shall be conducted inside the completely enclosed portions of the structures on the Property.
2. All processing and freezing fish operations shall be conducted in such manner that no noxious or offensive odors are emitted from such operations outside of the completely enclosed portions of the structures on the Property.

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

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

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

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

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

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXAMINED AND APPROVED:**

\_\_\_\_\_  
Corporation Counsel

# EXHIBIT A (Site Map)

Case 20-SU-11  
3201 N. Main St.  
Roy Sorce of Sorce Enterprises

Exhibit "A"

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



**EXHIBIT B  
(Aerial Map)**



## MEMORANDUM

May 14, 2020

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

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

SUBJECT: Flaherty & Collins / Development Agreement

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**DISCUSSION:** Flaherty & Collins Development, Inc. is an experienced developer, owner and manager of high/quality multi-family residential complexes undertaken in conjunction with municipalities. The City staff has engaged in extensive discussion with Flaherty & Collins and presents to the Council a development agreement that is the first step toward the construction of a market-rate, multi-family, four (4) story residential complex of approximately two hundred thirty (230) luxury apartments, approximately ten thousand (10,000) square feet of supporting retail commercial space and approximate 300-350 space structured parking garage on land now owned by the City.

The development project is a major undertaking during challenging economic times. The parties find, however, that there is a demand for market-rate apartments and the project would complement the existing amenities at the Levee District. The project cost estimate is \$45M. Incentives to the developer are conditioned exclusively on future revenue generated by the completed project. Entering into this partnership with Flaherty & Collins is the beginning of a process and there are several contingencies that must be satisfied before the ground breaking. Project completion is targeted for 2022.

**RECOMMENDATION:** Approval.

**RESOLUTION NO. 2021-008**

**East Peoria, Illinois**

\_\_\_\_\_, 2020

**RESOLUTION BY COMMISSIONER \_\_\_\_\_**

**RESOLUTION TO APPROVE DOWNTOWN MIXED-USE  
DEVELOPMENT AGREEMENT**

**WHEREAS**, the City of the East Peoria (“City”) has established, amended and expanded its West Washington Street Redevelopment Project Area (the “TIF District”) under authority of the TIF Act as hereinafter defined; and

**WHEREAS**, the City currently owns property within the TIF District which would serve as a suitable location for a mixed-used project consisting of residential apartments, commercial buildings and related parking facility; and

**WHEREAS**, Flaherty & Collins, Inc. (“Developer”) is an experienced developer, owner and manager of high/quality multi-family residential complexes undertaken in conjunction with municipalities; and

**WHEREAS**, the Developer desires to design, construct, own and manage a multi-family residential apartment complex together with certain commercial elements and an adjacent parking deck on property to be conveyed to the Developer by the City; and

**WHEREAS**, a large residential project in the TIF District will populate the area, enhance the success of the Levee District, serve as a catalyst for further economic development and contribute to a vibrant downtown; and

**WHEREAS**, the Developer and the City have negotiated the terms of a Development Agreement to bring about a project consisting of a market-rate, multi-family, four (4) story residential complex of approximately two hundred thirty (230) luxury apartments, approximately ten thousand (10,000) square feet of supporting retail commercial space and approximate 300-350 space structured parking garage on land now owned by the City; and

**WHEREAS**, the City deems expending funds in an amount not to exceed revenue generated by a large residential project within the TIF District is necessary and desirable for the promotion of economic development;

**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 and City Clerk are hereby authorized and directed to execute the Downtown Mixed-Use Development Agreement (attached hereto as Exhibit A), under such terms and conditions as the Mayor in his discretion deems appropriate; provided that the City shall have no obligation under the terms of such Agreement until a fully-executed original has been provided to both the City and the Developer.

**APPROVED:**

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Mayor

**ATTEST:**

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City Clerk

## **DOWNTOWN MIXED-USE DEVELOPMENT AGREEMENT**

**THIS DOWNTOWN MIXED-USE DEVELOPMENT AGREEMENT** (the “Agreement”) made and entered into this \_\_\_\_\_ day of May, 2020 by and between the **CITY OF EAST PEORIA, ILLINOIS**, an Illinois municipal corporation (the “City”) and **FLAHERTY & COLLINS DEVELOPMENT, INC.**, an Indiana corporation (“Developer”).

### **RECITALS**

A. The City has established, amended and expanded its West Washington Street Redevelopment Project Area (the “TIF District”) under authority of the TIF Act as hereinafter defined; and

B. The City currently owns property within the TIF District which would serve as a suitable location for a mixed-used project consisting of residential apartments, commercial buildings and related parking facility; and

C. The Developer desires to design, construct, own and manage a multi-family residential apartment complex together with certain commercial elements and an adjacent parking deck on property to be conveyed to the Developer by the City; and

D. The City has promoted the successful development within the TIF District of retail stores, restaurants and offices in an area commonly known as the Levee District; and

E. A portion of the TIF District is the site of the new Fondulac District Library, a new City Hall and a new park, known as Levee Park; and

F. Past Councils of the City envisioned the development of the Levee District and surrounding areas of the TIF District to include a significant residential component, which vision has not yet been realized; and

G. A large residential project in the TIF District will populate the area, enhance the success of the Levee District, serve as a catalyst for further economic development and contribute to a vibrant downtown; and

H. The City deems expending funds in an amount not to exceed revenue generated by a large residential project within the TIF District is necessary and desirable for the promotion of economic development;

**NOW, THEREFORE**, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and Developer agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Definitions. As used in the Agreement the following terms shall have the meanings set forth opposite each of them unless the use or context clearly demonstrates that another meaning is intended:

“Agreement” or “this Agreement” means this development agreement between the City and the Developer.

“Base EAV” means the initial equalized assessed value of the Project Site within the meaning of the TIF Act.

“City” means the City of East Peoria, a municipal corporation organized and existing under the laws of the State of Illinois.

“City Code” means the City Code of the City of East Peoria as from time to time amended.

“Closing” means that event at which the City transfers title of the Project Site to the Developer.

“Date of Completion” means the date of substantial completion of the Project.

“Delay” means “acts of God” (i.e. fire, earthquake, unforeseen flood), inclement weather (to the extent the same is extraordinary clearly and beyond the weather conditions typically experienced in the area of the Project Site), strikes, lockouts, labor troubles, inability to procure permits or materials, failure of power, governmental restrictions, acts, omissions or delays of the City, or reasons of a like nature not Developer’s fault.

“Developer” means Flaherty & Collins Development, Inc., an Indiana corporation.

“Development Incentive Annual Payment” means the annual payment of a cash incentive by the City to the Developer to be made on the first day of July each year commencing with the first day of July after the EAV has been determined and the initial Incremental Property Tax Revenue distribution has been received by the City and continuing thereafter through and including 2038.

“EAV” means the final equalized assessed value of the Project Site as annually determined by assessment officials of Tazewell County and the State of Illinois for purpose of real estate taxation.

“Enterprise Zone” means the East Peoria Enterprise Zone heretofore established by the City and administered under regulations found at Title 3, Chapter 30 of the City Code.

“Fiscal Year” means a twelve (12) month period beginning on May 1 of a given calendar year and ending on April 30 of the following calendar year.

“IEPA” means the Illinois Environmental Protection Agency.

“Incremental EAV” means in a given Fiscal Year the amount, if any, by which the most recent EAV exceeds the Base EAV.

“Incremental Property Tax Revenue” means the real estate tax revenue actually received by the City during a given Fiscal Year based upon the extension of the real estate tax levies against the Incremental EAV.

“Multi-Party Agreement” means an agreement by and among the City, the Developer, and the Project Lender pursuant to which (a) the Developer will collaterally assign to the Project Lender all of the Developer’s rights and obligations under this Agreement, and (b) the Project Lender will have the right, but not the obligation, to exercise and perform the Developer’s rights and obligations under this Agreement, which agreement shall contain such other commercially reasonable or customary terms and conditions requested by the Project Lender in connection with this Agreement and/or the Project or the Project Site, in form and substance reasonably satisfactory to the City, the Developer and the Project Lender. An agreement that fails to allow for the reconveyance of the Project Site to the City upon a default by the Developer as described in Section 3.5 of this Agreement shall not be deemed reasonably satisfactory to the City.

“NMTC Allocation” means the award or allocation of an award under the federal New Market Tax Credit Program in an amount satisfactory to the Developer.

“Prevailing Wage” means the general prevailing rate of hourly wages as calculated from time to time by or on behalf of the City under the provisions of the Prevailing Wage Act found at 820 ILCS 130/0.01, et. seq. or any successor statute having substantially the same function.

“Project” means collectively the multi-family residential apartment complex, commercial buildings and adjacent parking deck that Developer will construct on the Project Site.

“Project Lender” means the financial institution making the Project Loan.

“Project Loan” means one or more construction loans to the Developer, the proceeds of which shall be used to (a) acquire the materials to construct all or a portion of the Project, and (b) construct all or a portion of the Project.

“Project Plans, Specifications and Cost Estimates” means the plans and specifications for the Project including, without limitation, architectural drawing for the multi-family residential apartment complex, commercial buildings and adjacent parking deck and estimates for the cost of each component of the Project.

“Project Site” means the property legally described at Exhibit A attached hereto, which is generally depicted on the site plan attached as Exhibit A-1, consisting of approximately 3.431 acres, together with any and all improvements located therein or thereon from time to time.

“TIF Act” means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1, et. seq.

“Title Insurer” means a title insurer selected by the Developer and licensed to issue title insurance in the State of Illinois.

“West Washington Street TIF District” means the redevelopment project area created by the City under the authority of the TIF Act which includes the Project Site within its boundaries.

## **ARTICLE II** **OBLIGATIONS OF THE DEVELOPER**

**2.1 Construction of Project.** Subject to Delays, the satisfaction of the conditions in Section 2.8 and Article IV of this Agreement, and the City’s performance of its obligations hereunder, the Developer shall commence construction of the Project within ninety (90) days after the later to occur of (a) the date that the City confirms in writing pursuant to Section 3.1 of the Agreement that the construction of the Project on the Project Site and the use for its intended purposes is permitted by the IEPA and that the City is not prohibited by any law, regulation or contractual commitment from allowing for the Project to be constructed on the Project Site and used for the intended purposes, or (b) the date of the NMTC Allocation.

**2.2 Multi-Use Development including Multi-Family Residential Apartment Complex.** The Project shall include a market-rate, multi-family, four (4) story residential complex of approximately two hundred thirty (230) luxury apartments, approximately ten thousand (10,000) square feet of supporting retail commercial space and approximately 300–350 space structured parking garage, with the final number of spaces to be determined by the Developer, all as more particularly developed pursuant to Section 2.4 of this Agreement.

**2.3 Total Cost of the Project.** Developer shall expend no less than \$45,000,000 in hard and soft costs on the Project, inclusive of the Development Incentive, but exclusive of the value of the Project Site and any portion of developer fees in excess

of five percent (5%) of the total hard and soft costs of the Project (other than the Developer fees).

**2.4 Submission and review of Project Plans and Specifications.** Subject to the terms and conditions of this Agreement, the Developer shall submit the Project Plans and Specifications to the City as soon as reasonably practicable after the same are completed. The City acting through its Mayor or such other representative of the City as the Mayor may designate such review and within fifteen (15) business days after submission approve or disapprove the Project Plans and Specifications and any subsequent material changes or corrections to the Project Plans and Specifications required to be submitted from time to time. The sole purpose of the review contemplated by this Section is to verify compliance with Sections 2.2 and 2.3 of this Agreement and this initial approval shall indicate only that the Project presented meets the criteria set forth in these two sections. Any notice from the City stating that the Project Plans and Specifications (or changes or corrections to the Project Plans and Specifications) are disapproved shall state with specificity the modifications which are necessary to comply with this Agreement. If the Project Plans and Specifications are disapproved, they shall be resubmitted by the Developer until approved. The City shall be deemed to have approved any submission to which the City fails to respond within such fifteen (15) business day period. Review of the Project Plans and Specifications for compliance with applicable building codes shall be completed through a separate process which shall be conducted in the manner prescribed by the City Code, but expedited with the City's assistance. The City has reviewed the preliminary site plan and building elevation examples attached and views such in a favorable light. The City and Developer mutually acknowledge the importance of developing this Project expeditiously. The City and Developer mutually acknowledge that this Project is a high priority and each party will be engaged during the planning and construction phase of this Project and will each utilize commercially reasonable and diligent efforts to ensure that the planning and construction of the Project is commenced and completed timely.

**2.5 Date of Completion.** Subject to Delays and the City's performance of its obligations hereunder, the Developer shall use commercially reasonable efforts to cause the Date of Completion to be no later than December 31, 2022.

**2.6 Management of the Project.** Subject to the rights of the Project Lender, and except in connection with a refinancing of the Project, Developer shall not, without the City's prior consent, convey or transfer the Project Site for a term of not less than ten (10) years from the date of Completion; provided that during such ten (10) year period, the City shall not unreasonably withhold such consent if the proposed grantee or transferee (i) agrees in writing to the maintenance standard described in Section 2.7 of this Agreement, and (ii) based on financial statements and other information provided to the City, has the qualifications and financial wherewithal to operate and maintain the Project in accordance with such maintenance standard. As used in this Section 2.6 the term "refinancing" refers to a transaction pursuant to which the Developer transfers or conveys an interest in the Project Site to provide security or collateral to a lender, but does not in so doing divest itself of a direct interest in the Project Site.

2.7 **Maintenance Standard.** Developer shall so long as it owns the Project Site maintain the Project in a good, safe, and clean condition, operation, and repair and in compliance with City Code and other applicable laws, consistent with the Developer's or its affiliates' existing portfolio of similar mixed-use projects.

2.8 **Financing Contingency.** The obligations of the Developer under the terms of this Agreement are contingent upon the ability of Developer to secure either independently or in conjunction with the City the Project Loan on terms and conditions satisfactory to the Developer. Developer shall use commercially reasonable efforts to obtain the Project Loan. The City will utilize its best efforts to assist the Developer in obtaining the Project Loan from a lender(s) regularly doing business within the City or in the vicinity of the City.

2.9 **Compliance with Applicable Codes.** Except as otherwise specifically provided herein, Developer shall develop the Project in accordance with all applicable provisions of the City Code or duly-adopted variances thereof, and the City, upon request by the Developer, shall provide assistance in obtaining any such variances.

2.10 **Prevailing Wage.** Developer shall assure that all persons working on the construction of the Project are paid the Prevailing Wage.

2.11 **Taxes and Governmental Charges.** Developer agrees to pay or cause to be paid promptly as and when the same shall become due and payable, all lawful real estate taxes, sales taxes or other lawful taxes, impositions and charges which may be imposed upon the Developer or any part of the Project Site, subject to the Developer's right to contest the same in accordance with applicable laws.

### **ARTICLE III** **OBLIGATIONS OF THE CITY**

3.1 **Permissible Use of Project Site.** The City shall take such measures as may be necessary to assure that the Project Site may be used for the Project and shall confirm in writing to the reasonable satisfaction of the Developer that construction of the Project on the Project Site is permitted by the Illinois Environmental Protection Agency and that the City is not prohibited by any law, regulation or contractual commitment from allowing for the Project to be constructed on the Project Site and used for the intended purposes.

3.2 **Enterprise Zone Incentives.** The Developer shall be entitled to all Enterprise Zone Incentives available by virtue of the location of the Project Site within the boundaries of the Enterprise Zone. Any fees payable by the Developer in connection with the Enterprise Zone Incentives shall be paid on or before the Date of Completion. Developer acknowledges that the real estate tax abatement ordinarily available within the Enterprise Zone is not available within the boundaries of any parcel located within a redevelopment project area created under authority of the TIF Act, including, without

limitation, the West Washington Street TIF District. Consequently, the Project is not eligible for a real estate tax abatement as a consequence of the location of the Project Site within the West Washington Street TIF District.

**3.3 Closing.** At the Closing, the City shall convey the Project Site to the Developer at no cost to the Developer by a recordable warranty deed subject to easements, restrictions and reservations of record approved by the Developer. The City shall convey the Project Site to the Developer in conjunction with the Developer securing the financing necessary to enable Developer to construct the Project. At the Closing, the City shall deliver an owner's or seller's affidavit, non-foreign affidavit, and such other affidavits and instruments as may be requested by the Developer or the Title Insurer, including, without limitation, evidence of the City's authority to execute and deliver this Agreement and such Closing documents. In addition, the City and the Developer shall execute and deliver at the Closing the Multi-Party Agreement. At the Developer's option, at Closing, the Developer may deliver to the City a promissory note pursuant to which the Developer agrees to pay to the City the fair-market value of the Project Site, in amounts, at periods, and at an interest rate determined by the Developer. All documents to be delivered by the parties at Closing shall be in form and substance reasonably satisfactory to the City and the Developer. The City shall pay all closing costs that are customarily the responsibility of the Seller of commercial property in Illinois. The parties shall use commercially reasonable efforts to cause the Closing to occur no later than the second quarter of 2021.

**3.4 Title Insurance.** Within thirty (30) days after the date hereof, the Developer shall procure at the City's expense a commitment to issue an owner's policy of title insurance in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) issued by the Title Insurer showing a commitment to insure a fee simple absolute title to the Project Site to be vested in the Developer. The Developer shall promptly deliver to the City, which delivery may be electronic, a copy of such commitment. Prior to the Closing, the Developer shall deliver notice to the City of any matters in such commitment that are not acceptable to the Developer. After receipt of said notice, the City 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 Developer of such election prior to the Closing. If the City does elect to endeavor to cure such objections to or defects in title, it shall cure such objections prior to or at the Closing. If the City elects not to cure, or fails to respond to, any objections or defects, then the Developer may either (i) waive such title objections to or defects in title and proceed with Closing or (ii) terminate this Agreement. In the event of termination pursuant to this Section 3.4, the parties shall have no further rights or liabilities under this Agreement.

**3.5 Reconveyance of Project Site.** Subject to the rights of the Project Lender under the Multi-Party Agreement, should the Developer fail to commence the Project within the time limits established in Section 2.1 of this Agreement, which failure continues for more than ninety (90) days after notice thereof by the City to the Developer, the City, as its sole remedy, may elect to require the Developer to reconvey the Project Site to the City at no cost to the City free and clear of all encumbrances other than those

encumbrances in existence on the date that the City conveyed the Project Site to the Developer, after which this Agreement shall terminate and be of no further force or effect. If Developer is delayed or prevented from performing any of its obligations hereunder because of Delays, then, except as otherwise specifically provided herein, the period of such Delays shall be deemed added to the time herein provided for the performance of such obligation and Developer shall not be liable for losses or damages caused or resulting from such Delays; provided that this Section shall not apply to any obligation of Developer that can be satisfied by the payment of money.

**3.6 Development Incentive.** The City shall each year for sixteen (16) years make timely payment of the Development Incentive Annual Payment to the Developer. The amount of the Development Incentive Annual Payment for any Fiscal Year shall be the actual Incremental Property Tax Revenue received in such fiscal Fiscal Year. The Developer shall have the right to assign the rights to the Development Incentive Annual Payments and enter into such other agreements and instruments as the Developer deems necessary or desirable to monetize the Development Incentive Annual Payments at the Closing. At the Closing, the City, upon request, shall execute and deliver such agreements and instruments in connection with the foregoing, each in form and substance reasonably satisfactory to the City. The Developer shall be permitted to use the proceeds of the Development Incentive Annual Payment to pay, or reimburse the Developer for, any and all hard and soft costs of the Project.

**3.7 Environmental Conditions.** The City, to the extent such are within the City's possession or control, will provide the Developer with all title, environmental, civil, utility, survey, geotechnical and similar reports that would be of interest to a Developer concerning the Project Site. Developer may also obtain its own third-party reports concerning such matters. The Developer's obligations hereunder shall be contingent on Developer's acceptance or waiver of all matters shown on such reports. If required or recommended by the IEPA in connection with the Project Site, then the City shall perform or cause to be performed additional post-Closing soil, gas, vapor, and/or ground water sampling or monitoring in, on, or about the Project and the Project Site, together with any additional remediation required as a result of such sampling. In connection with any such post-Closing sampling, monitoring, or remediation, the City shall (a) coordinate with the Developer any such sampling and entry upon the Project Site, (b) use commercially reasonable efforts to minimize interference with the Developer's use of, and construction activities upon, the Project and the Project Site, and (c) upon completion of all such sampling and remediation (if any), repair any damage caused to the Project and the Project Site as a result of any such sampling and remediation. Notwithstanding any other provision herein, the City shall have no responsibility for any environmental condition caused by the Developer and not arising from conditions of the Project Site existing prior to conveyance to the Developer. Further, in the event the IEPA declares that development of the Project Site requires sampling, monitoring or remediation that in the reasonable judgment of the City is cost prohibitive, the City may elect to terminate this Agreement upon notice to the Developer delivered prior to the Closing, in which case this Agreement shall be of no further force or effect; provided that, within thirty (30) days after receipt of such notice, the Developer may elect, upon notice to the City, to take on such

sampling, monitoring or remediation obligations that the City reasonably determined is cost prohibitive, in which case the City's termination notice shall be void and of no force or effect.

3.8 **Zoning of the Project Site.** Subject to compliance with procedures set forth in the City Code, prior to the Closing, the City shall assign the Project Site to the zoning classification in the City Code which will allow the Project to be lawfully constructed and operated for its intended uses on the Project Site. In particular, but not by way of limitation, the zoning classification shall allow for first-floor residential use.

#### **ARTICLE IV** **Conditions to Closing**

4.1 **General.** The Developer's obligations to proceed to Closing and construct and operate the Project shall be conditioned on Developer's satisfaction with each of the matters set forth in this Article, each in the Developer's discretion. If any such matter is unsatisfactory to the Developer in any respect, then the Developer may terminate this Agreement upon notice to the City, in which case this Agreement shall be of no further force or effect.

4.2 **Title.** The Developer shall approved the title to the Project Site in accordance with Section 3.4 of this Agreement.

4.3 **Environmental.** The Developer shall have approved the environmental condition of the Project Site.

4.4. **Zoning.** The Developer shall have approved the zoning classification (including any variances thereof) for the Project Site.

4.5 **Project Loan.** The Developer shall have obtained, or be able to obtain, the Project Loan on terms and conditions satisfactory to the Developer, including, without limitation, that the City has executed or will execute the Multi-Party Agreement.

4.6 **NMTC Allocation.** The NMTC Allocation shall have occurred, or the Developer shall be satisfied that the NMTC Allocation will occur.

4.7 **Development Incentive.** The Developer shall have monetized, or determined that it will be able to monetize, the Development Incentive Annual Payments in an amount and on terms satisfactory to the Developer.

4.8 **City's Performance.** The City shall have performed its material obligations under this Agreement and all representations and warranties of the City herein are true and correct in all material respects.

4.9 **Project Approvals.** The Developer shall have obtained, or determined that it will obtain, all permits and approvals necessary for the Project, including, without limitation, the City's approval pursuant to Section 2.4 of this Agreement.

4.10 **Utilities.** Developer shall have determined that gas, electricity, telephone, water, storm and sanitary sewer, and other utility services in adjoining public rights-of-way or properly granted and recorded utility easements are serving or will serve the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement.

4.11 **Physical Condition.** Prior to the Closing, the Developer and its agents, employees, representatives, and contractors shall have the right to enter upon the Project Site from time to time upon prior notice to the City to perform testing, inspections, examinations, studies, and investigations of the Project Site. The Developer shall have determined that no test, inspection, examination, study, or investigation of the Project Site establishes that there are soil or other conditions that cause an unexpected undue material increase in the cost of the Project.

## **ARTICLE V** **General Conditions**

5.1 **Breach and Opportunity to Cure.** Except for a breach of the Developer's obligation to commence construction, which is governed by the terms and conditions of Section 3.5 of this Agreement, before any failure of any party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice or in the case of a failure which by its nature takes an excess of thirty (30) days to cure such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with commercially reasonable diligence.

5.2 **Remedies in the Event of Breach.** In the event of a breach of this Agreement by either party beyond any applicable notice and cure period or in the event either party is adjudicated as bankrupt or makes a general assignment for the benefit of that party's creditors or if a receiver is appointed on account of a party's insolvency, which is not terminated, dismissed or vacated within sixty (60) days after filing, then the non-breaching party may without prejudice to any other right or remedy and after giving fifteen (15) days' written notice to the breaching party, the non-defaulting may take whatever actions at law or in equity are necessary or appropriate to (a) collect any payments due under this Agreement, (b) protect the rights granted to such non-defaulting party under this Agreement, (c) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition), (d) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this

Agreement to be performed or observed by it, or (e) if prior to Closing, terminate this Agreement. In the event of such termination, the breaching party shall not be entitled to receive any further payments or benefits provided for under the terms of this Agreement. In the event of a breach by the Developer, the City shall be entitled to all available remedies at law or in equity, including specific performance. In the event of a breach by the City, the Developer shall be entitled to all available remedies at law or in equity, including specific performance. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses, together with interest at the rate of eight percent (8%) per annum. Notwithstanding anything to the contrary in this Section, the City's rights and remedies upon a breach of the Developer's obligation to commence construction shall be as expressly set forth in Section 3.5 of this Agreement.

**5.3 Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties including in the case of the City, by the adoption of an ordinance or resolution of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest.

**5.4 No Other Agreements.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

**5.5 Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Developer, without the prior written approval of the City may assign this Agreement, and/or any of the Developer's rights and obligations hereunder, to an entity controlling, controlled by, or under common control with, the Developer, and/or collaterally assign this Agreement to the Project Lender in connection with the Project Loan.

**5.6 Consent.** Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

**5.7 Paragraph Headings.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

**5.8 Severability.** If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants, or portion of this agreement are declared to be severable).

5.9 **Applicable Law.** This agreement shall be construed in accordance with the laws and decisions of the State of Illinois.

5.10 **Notices.** All notices delivered pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date of actual delivery with personal delivery, the next business day if sent by overnight delivery, or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

|                   |  |
|-------------------|--|
| to the City:      | City of East Peoria<br>401 W. Washington Street<br>East Peoria, IL 61611<br>Attention: Mayor                                 |
| with a copy to:   | Miller, Hall & Triggs, LLC<br>416 Main Street, Suite 1125<br>Peoria, IL 61602<br>Attention: Dennis R. Triggs                 |
| to the Developer: | Flaherty & Collins Development, Inc.<br>One Indiana Square, Suite 3000<br>Indianapolis, IN 46204<br>Attention: Julie Collier |
| with a copy to:   | Wallack Somers & Haas, P.C.<br>One Indiana Square, Suite 2300<br>Indianapolis, IN 46204<br>Attention: Ryan R. Wilmering      |

5.11 **Developer Representations.** The Developer represents and warrants to the City that (a) the Developer has not entered into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (b) the Developer is an Indiana limited liability company organized and validly existing under the laws of the State of Indiana and, prior to or at Closing, the Developer will be authorized to conduct business in the State of Illinois, (c) the Developer has the power to enter into this Agreement and perform its obligations hereunder, (d) the Developer has been authorized by proper action to execute and deliver this Agreement and perform its obligations hereunder, and (e) this Agreement is the legal, valid, and binding obligation of the Developer.

5.12 **City Representations.** The City represents and warrants to the Developer that (a) the City has not entered into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement, (b) the City is a municipal corporation organized and existing under the laws of the State of Illinois, (c) the City has the power to enter into this Agreement and perform its obligations hereunder, (d) the City has been authorized by proper action to execute and deliver this Agreement and perform its

obligations hereunder, and (e) this Agreement is the legal, valid, and binding obligation of the City.

5.13 **Estoppels.** Upon thirty (30) days' request by the Developer from time to time, the City will execute and deliver to the Developer or to such other person or entity as may be specified by the Developer an estoppel certificate containing such information concerning this Agreement as the Developer may reasonably request, in form and substance reasonably satisfactory to the City.

5.14 **Authority.** Each undersigned person executing this Agreement on behalf of the City and the Developer represents and certifies that (a) he or she has been empowered and authorized by all necessary action of the respective party to execute and deliver this Agreement, (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement, and (c) the execution, delivery, and performance of this Agreement duly have been authorized by such respective entity.

**CITY OF EAST PEORIA**

**FLAHERTY & COLLINS DEVELOPMENT, INC.**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

**ATTEST:**

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

**EXHIBIT A**

[Legal Description of Project Site]

## **EXHIBIT A-1**

[Preliminary Site Plan and General Depiction of the Project Site]



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

**Commissioners  
Dan Decker Michael Sutherland**

**TO: The Honorable Mayor and the City Council**

**THRU: Michael Sutherland, Commissioner of Public Property**

**FROM: Cord Crisler, Water and Wastewater Superintendent**

**DATE: April 29, 2020**

**SUBJECT: Wachs Valve Turner Maintenance Trailer / Lease-Purchase Agreement**

**DISCUSSION:**

Proposed 5-month rental at \$6095.83 per month and payment in full for a grant total of \$67,160.00. The IEPA requires the city to inspect their distribution system valves on a regular basis. This valve turner will enable our employees to safely and cost effectively perform this function while maintaining regulatory compliance. This tool will also enable our employees to perform smaller soft excavations without the need to call out the larger vector truck.

**RECOMMENDATION:**

**Approve the rental/purchase of quote (JS136394) for a total of \$67,160.00**

**ORDINANCE NO. 4498**

**AN ORDINANCE APPROVING AN AGREEMENT TO FINANCE THE  
PURCHASE OF A SINGLE TURNER VALVE MAINTENANCE TRAILER  
FOR THE CITY'S WATER DEPARTMENT**

**WHEREAS**, the City's Water Department is in need of a single turner valve maintenance trailer as a means to have the necessary equipment to ensure City compliance with IEPA requirements to inspect the distribution system valves for the City's water system on a regular basis (the "Valve Maintenance Trailer"); and

**WHEREAS**, a Valve Maintenance Trailer will enable City employees to safely and cost effectively perform this inspection function while maintaining regulatory compliance; and

**WHEREAS**, a Valve Maintenance Trailer will also enable City employees to perform smaller soft excavations without the need to use the larger Vactor truck; and

**WHEREAS**, the City's Water Department has received a quote on a Valve Maintenance Trailer from E.H. Wachs (a division of ITW) to obtain the Valve Maintenance Trailer under a lease-purchase arrangement, attached hereto as Exhibit A and incorporated by reference (the "Quote"); and

**WHEREAS**, under the terms of the lease-purchase arrangement set forth in the Quote, E.H. Wachs has offered to provide the Valve Maintenance Trailer to the City at a total cost of \$66,500.00 under a financing arrangement whereby the City will make five (5) monthly lease payments of \$6,095.83 and the one-time payment of \$36,020.85 to E.H. Watts while paying no interest; and

**WHEREAS**, the proposed financing arrangement will allow the Water Department to fund the purchase of the Valve Maintenance Trailer from the Public Works Department budget for the Water Department for the upcoming 2020-2021 fiscal year, while allowing payments to be spread out across a six-month period; and

**WHEREAS**, the City has the authority to enter into the proposed financing arrangement as provided under the Local Government Debt Reform Act (30 ILCS 350/1, *et seq.*), and the financing terms of the proposed financing comply with the Illinois Bond Authorization Act (30 ILCS 305/0.01, *et seq.*); and

**WHEREAS**, the City Council hereby finds that it is in the best interests of the City to acquire the Valve Maintenance Trailer from E.H. Wachs under the financing arrangement as provided herein;

**NOW, THEREFORE, BE IT ORDAINED 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 purchase of the Valve Maintenance Trailer as provided in Exhibit A from E.H. Wachs under the proposed financing arrangement is hereby approved.

**Section 3.** The Mayor, or his designee, is hereby authorized and directed to enter into a contract with E.H. Watts for acquisition of the Valve Maintenance Trailer at a total cost not to exceed \$66,500.00 pursuant to the financing terms provided in Exhibit A, together with such modifications therein as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the terms of this Ordinance until an executed original of such agreement has been delivered to E.H. Wachs.

**Section 4.** The Mayor, or his designee, is hereby further authorized to execute any additional required supporting documentation in relation to the financing arrangement for the purchase of the Valve Maintenance Trailer as set forth in Exhibit A.

**Section 5.** 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 6.** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXAMINED AND APPROVED:**

\_\_\_\_\_  
Corporation Counsel

**EXHIBIT A**

**Quote and Contract Documents for Valve Maintenance Trailer**

# Quotation

TO: **Cord Crisler**  
 Superintendant of Water and Wastewater  
 City of East Peoria Public Works  
 2232 E. Washington St.  
 East Peoria, IL 61611

Date: 4/21/2020  
 Quotation Number: JS136394  
 Payment Terms: See Below  
 Shipping Terms: FOB Origin  
 Valid Through: 6/20/2020  
 Estimated Delivery: 8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

| Item Number | Description   | Qty  | U/M | Unit Price (USD)     | Line Total (USD)   |
|-------------|---|------|-----|----------------------|--------------------|
| 1           | <p>77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.</p> <p>Other options available include: Under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 &amp; 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides survey grade centimeter accuracy.</p> | 1    | EA  | 66,500.00            | 66,500.00          |
| 2           | <p>RENTAL (12) month Rent to Own option:<br/>           - Monthly payment \$6,095.83<br/>           - Total paid if carried to term: \$73,150.00</p> <p>If paid in full within (6) months, 100% of monthly payments will be credited toward original purchase price of \$66,500 with no additional owed.</p>  | 1.00 | MO  | 0.00                 | 0.00               |
|             |   |      |     | <b>Subtotal</b>      | <b>66,500.00</b>   |
|             |   |      |     | <b>Motor Freight</b> | <b>660.00</b>      |
|             |   |      |     | <b>Total (USD)</b>   | <b>\$67,160.00</b> |

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeff Swiatowy  
 Utility Products General Manager  
 815-943-4785  
 jswiatowy@ehwachs.com



**Water Utility Products**  
600 Knightsbridge Pkwy | Lincolnshire IL 60069  
T +1 847 537 8800 | F +1 847 520 1147  
[ehwachs.com](http://ehwachs.com)

# Quotation

Page 2 of 2

TO: **Cord Crisler**

Date: 4/21/2020  
Quotation Number: JS136394

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Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at [www.ehwachs.com](http://www.ehwachs.com) ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

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401 W. Washington Street, East Peoria, Illinois 61611 Phone (309) 427-7606

**MEMO**

**TO:** Mayor Kahl & Commissioners Decker, Sutherland, Mingus & Hill

**FROM:** Teresa Durm, HR Director, SHRM-CP, PIIR

**DATE:** May 4, 2020

**RE: Separation Agreement**

**DISCUSSION:**

Donald Wieburg is retiring after serving the City of East Peoria for 20 years effective at the end of the day on June 17, 2020.

The attached Separation Agreement outlines that Mr. Wieburg is asking to be paid out 656 compensable hours.

**RECOMMENDATION:**

I recommend approving the attached Separation Agreement and paying Mr. Wieburg in two (2) installments of \$10,683.09 on or before July 15, 2020 and \$10,683.09 on or before January 15, 2021 totaling \$21,366.18.

Attachment

RESOLUTION NO. 2021-006

EAST PEORIA, ILLINOIS

May 19, 2020

RESOLUTION BY COMMISSIONER \_\_\_\_\_

**WHEREAS**, Donald Wieburg has been continuously employed by the City from February 16, 2000 through June 17, 2020, most recently occupying the position of Firefighter/Paramedic for the East Peoria Fire Department;

**WHEREAS**, Donald Wieburg announced his intention to retire from employment effective at the end of his shift on June 17, 2020; and

**WHEREAS**, the City is appreciative of the long and continued service provided by Donald Wieburg; 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.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**OFFICE OF THE MAYOR**  
401 W. Washington Street  
East Peoria, Illinois 61611  
Phone: (309) 427-7605



John P. Kahl  
Mayor

**MEMORANDUM**

TO: Donald Wieburg  
FROM: Mayor John P. Kahl  
RE: Separation Pay and Benefits  
DATE: April 15, 2020

We understand that you have chosen to resign from employment with the City of East Peoria effective at the end of your shift on June 17, 2020. Further, you have decided to use paid time off for all your workdays beginning on April 1, 2020 through your retirement date on June 17, 2020.

**SEPARATION PAY:**

City records indicate that you will have the following accumulated employment benefits available to calculate your Separation Pay:

|                       | <b><u>Available Hours</u></b> | <b><u>Compensable Hours (with release)</u></b> |
|-----------------------|-------------------------------|--|
| Vacation Pay          | 288 hrs.                      | 288 hrs.                                       |
| Sick Leave            | 968 hrs.                      | 368 hrs.                                       |
| Earned Time-Off (ETO) | 0                             | 0  |
| Accrued Holiday       | 0                             | 0  |
| Other _____           | 0                             | 0  |

After using 600 hours of sick time to get you to your retirement date of June 17, 2020, 368 hours of compensable sick time remains to be paid under the terms of this Memorandum and Agreement.

Total Compensable Hours- 656 hrs.

If you utilize a different quantity of accumulated employment benefits prior to your termination date, the Total Compensable Hours shall be adjusted accordingly, consistent with the policies and practices of the City of East Peoria. The actual Total Compensable Hours (as adjusted) shall be multiplied by the pay rate of 32.5704 per hour (this hourly rate includes the 1.75% increase effective 5/1/20) to determine the separation pay you will receive if you sign and return the Resignation and Release set forth below within twenty-one (21) days of this Memorandum. If the Resignation and Release is signed and returned in a timely manner, you shall be paid your separation pay in two (2) installment(s) of \$10,683.09 on or before July 15, 2020 and \$10,683.09 on or before January 15, 2021; totaling \$21,366.18. In the event of your death prior to the last scheduled payment, any remaining payments will be paid to your estate. If

you do not sign the Resignation and Release prior to this time period, you will be entitled to no separation pay except as otherwise provided by any applicable collective bargaining agreement, the Illinois Wage Payment and Collection Act, or the Fair Labor Standards Act.

**COVERAGE UNDER CITY'S HEALTH PLAN:**

In addition to the Separation Pay set forth above, the timely return of the Resignation and Release shall entitle you to continued coverage under the City's group health insurance plan in accordance with the terms and provisions of the City's Personnel Policy Manual, the plan document for the City's group health plan, and any applicable bargaining contracts.

**Post-Retirement Employment:** If you accept post-retirement employment with an employer that offers health insurance coverage, **you are required to enroll in that employer's health insurance plan at your first eligibility date (including any dependents), thereby making your new employer's health insurance coverage your primary coverage.** Upon enrolling in your new employer's health insurance, you will have the option to retain coverage under City's health plan as secondary coverage or to drop coverage under the City's health plan. When you leave employment with the new employer, you will be permitted to re-enroll under the City's health plan provided you do so within 45 days after your separation from the new employer (or within 45 days after loss of coverage under your employer's health insurance). You must also comply with any other applicable requirements set forth in the City's Personnel Policy Manual.

**Premium Payments:** Furthermore, you will need to continue to pay your monthly premiums for coverage under the City's health plan at the same contribution rate paid by active City employees (regardless of your age). You must make timely premium payments in accordance with the provisions of the City's Personnel Policy Manual. **Otherwise, if you do not make timely payment of your premium payments, your coverage under the City's group health insurance plan can be terminated.** The City shall continue to pay the City's applicable contribution amount for your coverage under the City's group health insurance plan.

**Enrollment in Medicare:** Also, if you maintain coverage under the City's group health plan upon your retirement, you are required to enroll in Medicare when you become eligible for Medicare. When you become eligible for Medicare, the City's group health insurance plan will automatically become secondary regardless of whether you have enrolled in Medicare or failed to do so. **Therefore, you should immediately enroll in both Part A and Part B of Medicare when you become eligible for Medicare.** You (and your spouse, if applicable) are advised to contact the local Medicare and Social Security office prior to turning age 65 in order to determine the necessary procedures for enrolling in Medicare Part A and Part B.

**NOTICE:** You are hereby advised to consult an attorney prior to signing the Resignation and Release set forth below.

---

**RESIGNATION AND RELEASE**

DONALD H. WIEBURG JR.  
Full Name of Employee (Please type or print)

04-20-2020  
Date

I hereby resign as an employee of the City of East Peoria (the "City") effective at the end of the day on JUNE 17, 2020.

I have received the above Memorandum from the City (the "Memo"), which sets forth information pertaining to my accumulated employment benefits as of my resignation date.

This information accurately includes an accounting of the various benefits I have accrued, my final pay rate, and the benefits and amount of separation pay that I am entitled to receive if I sign and return this Resignation and Release (this "Form") to the City.

In consideration of the separation pay and benefits reflected in Memo, I release the City, its Mayor, Commissioners, officers, employees, agents, assigns, insurers, and all persons identified in interest with the City, of and from any actions, claims, demands, or causes of action whatsoever which I may have against them, whether known or unknown, in law or equity, contract or tort, statutory or common law, whether arising under the laws of the State of Illinois or any of its political subdivisions or of any other state, or of the United States, including, without limitation, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Equal Pay Act, Title VII of the Civil Rights Act, the Americans With Disabilities Act, Section 1983 of Title 42 of the United States Code, the Illinois Wage Payment and Collection Act, the Illinois Human Rights Act, the Illinois Municipal Code, the Illinois Pension Code, the United States and Illinois Constitutions, and any other statute relating to employment or municipal government.

I expressly acknowledge the following:

(a) I have been given at least twenty-one (21) days to consider the City's Memo and this Form. To the extent that I am signing this Form prior to the expiration of this twenty-one (21) day period, I am doing so voluntarily with an understanding that I could have considered these matters for the duration of the twenty-one (21) day period without penalty.

(b) I have been advised in writing to consult an attorney before signing this Form.

(c) I understand that I may revoke the release of claims against the City for a period of seven (7) days after I sign this Form. I further understand that the release of these claims will not become effective until the expiration of this seven day period and that I will not receive any separation pay until such time even if provided otherwise in the City's Memo. I understand that I have no vested right to rescind my resignation from employment and that any such rescission must first be approved by the City.

(d) I understand and agree that by signing this Form, I will receive valuable monetary or other benefits (or both) as reflected in the City's Memo which exceed the benefits I would otherwise receive under the law.

(e) This Form and the City's Memo contain the entire understanding between the City and me as it relates to my separation from employment with the City. I further acknowledge that the City has made no other representations, warranties, promises, covenants, or undertakings (oral or otherwise) to me or any representative of mine in relation to my separation from employment with the City.

\_\_\_\_\_  
Employee Signature

Date 04-20-2020

Approved and Accepted:

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_



401 W. Washington Street, East Peoria, Illinois 61611 Phone (309) 427-7606

**MEMO**

**TO:** Mayor Kahl & Commissioners Decker, Sutherland, Mingus & Hill

**FROM:** Teresa Durm, HR Director, SHRM-CP, PHR

**DATE:** April 13, 2020

**RE: Separation Agreement**

**DISCUSSION:**

Bill VanAntwerp is retiring after serving the City of East Peoria for 25 years effective at the end of the day on May 4, 2020.

The attached Separation Agreement outlines that Mr. VanAntwerp is asking to be paid out 1,252 compensable hours.

**RECOMMENDATION:**

I recommend approving the attached Separation Agreement and paying Mr. VanAntwerp in three (3) installments of \$14,597.99 on or before June 15, 2020; \$14,597.99 on or before January 15, 2021; and \$14,597.98 on or before January 15, 2022 totaling \$43,793.96.

Attachment

RESOLUTION NO. 2021-007

EAST PEORIA, ILLINOIS

May 19, 2020

RESOLUTION BY COMMISSIONER \_\_\_\_\_

**WHEREAS**, Kirk (Bill) VanAntwerp has been continuously employed by the City from May 1, 1995 through May 4, 2020, most recently occupying the position of Fire Lieutenant;

**WHEREAS**, Kirk (Bill) VanAntwerp announced his intention to retire from employment effective at the end of his shift on May 4, 2020; and

**WHEREAS**, the City is appreciative of the long and continued service provided by Kirk (Bill) VanAntwerp; 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.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**OFFICE OF THE MAYOR**  
401 W. Washington Street  
East Peoria, Illinois 61611  
Phone: (309) 427-7605

**MEMORANDUM**



**John P. Kahl**  
Mayor

TO: Kirk (Bill) VanAntwerp  
FROM: Mayor John P. Kahl  
RE: Separation Pay and Benefits  
DATE: May 4, 2020

We understand that you have chosen to resign from employment with the City of East Peoria effective at the end of your shift on May 4, 2020. Further, you have decided to use paid time off for all your workdays beginning on April 3, 2020 through your retirement date on May 4, 2020.

**SEPARATION PAY:**

City records indicate that you will have the following accumulated employment benefits available to calculate your Separation Pay:

|                       | <u>Available Hours</u> | <u>Compensable Hours (with release)</u> |
|-----------------------|------------------------|---|
| Vacation Pay          | 288 hrs.               | 288 hrs.                                |
| Sick Leave            | 964 hrs.               | 964 hrs.                                |
| Earned Time-Off (ETO) | 0                      | 0                                       |
| Accrued Holiday       | 0                      | 0                                       |
| Other _____           | 0                      | 0                                       |

After using 124 hours of sick time and 92 hours of vacation time to get you to your retirement date of May 4, 2020, 964 hours of compensable sick time and 288 hours of vacation time remains to be paid under the terms of this Memorandum and Agreement.

Total Compensable Hours 1,252 hrs.

If you utilize a different quantity of accumulated employment benefits prior to your termination date, the Total Compensable Hours shall be adjusted accordingly, consistent with the policies and practices of the City of East Peoria. The actual Total Compensable Hours (as adjusted) shall be multiplied by the pay rate of \$34.9792 per hour (this hourly rate includes the 1.75% increase effective 5/1/20) to determine the separation pay you will receive if you sign and return the Resignation and Release set forth below within twenty-one (21) days of this Memorandum. If the Resignation and Release is signed and returned in a timely manner, you shall be paid your separation pay in three (3) installment(s) of \$14,597.99 on or before June 15, 2020; \$14,597.99 on or before January 15, 2021; and \$14,597.98 on or before January 15, 2022 totaling \$43,793.96. In the event

of your death prior to the last scheduled payment, any remaining payments will be paid to your estate. If you do not sign the Resignation and Release prior to this time period, you will be entitled to no separation pay except as otherwise provided by any applicable collective bargaining agreement, the Illinois Wage Payment and Collection Act, or the Fair Labor Standards Act.

### **COVERAGE UNDER CITY'S HEALTH PLAN:**

In addition to the Separation Pay set forth above, the timely return of the Resignation and Release shall entitle you to continued coverage under the City's group health insurance plan in accordance with the terms and provisions of the City's Personnel Policy Manual, the plan document for the City's group health plan, and any applicable bargaining contracts.

**Post-Retirement Employment:** If you accept post-retirement employment with an employer that offers health insurance coverage, **you are required to enroll in that employer's health insurance plan at your first eligibility date (including any dependents), thereby making your new employer's health insurance coverage your primary coverage. Upon enrolling in your new employer's health insurance, you will have the option to retain coverage under City's health plan as secondary coverage or to drop coverage under the City's health plan. When you leave employment with the new employer, you will be permitted to re-enroll under the City's health plan provided you do so within 45 days after your separation from the new employer (or within 45 days after loss of coverage under your employer's health insurance). You must also comply with any other applicable requirements set forth in the City's Personnel Policy Manual.**

**Premium Payments:** Furthermore, you will need to continue to pay your monthly premiums for coverage under the City's health plan at the same contribution rate paid by active City employees (regardless of your age). You must make timely premium payments in accordance with the provisions of the City's Personnel Policy Manual. **Otherwise, if you do not make timely payment of your premium payments, your coverage under the City's group health insurance plan can be terminated.** The City shall continue to pay the City's applicable contribution amount for your coverage under the City's group health insurance plan.

**Enrollment in Medicare:** Also, if you maintain coverage under the City's group health plan upon your retirement, you are required to enroll in Medicare when you become eligible for Medicare. When you become eligible for Medicare, the City's group health insurance plan will automatically become secondary regardless of whether you have enrolled in Medicare or failed to do so. **Therefore, you should immediately enroll in both Part A and Part B of Medicare when you become eligible for Medicare.** You (and your spouse, if applicable) are advised to contact the local Medicare and Social Security office prior to turning age 65 in order to determine the necessary procedures for enrolling in Medicare Part A and Part B.

**NOTICE:** You are hereby advised to consult an attorney prior to signing the Resignation and Release set forth below.

---

**RESIGNATION AND RELEASE**

Kirk W. Van Antwerp

Full Name of Employee (Please type or print)

5-4-2020

Date

I hereby resign as an employee of the City of East Peoria (the "City") effective at the end of the day on 5-3-2020.

I have received the above Memorandum from the City (the "Memo"), which sets forth information pertaining to my accumulated employment benefits as of my resignation date. This information accurately includes an accounting of the various benefits I have accrued, my final pay rate, and the benefits and amount of separation pay that I am entitled to receive if I sign and return this Resignation and Release (this "Form") to the City.

In consideration of the separation pay and benefits reflected in the Memo, I release the City, its Mayor, Commissioners, officers, employees, agents, assigns, insurers, and all persons identified in interest with the City, of and from any actions, claims, demands, or causes of action whatsoever which I may have against them, whether known or unknown, in law or equity, contract or tort, statutory or common law, whether arising under the laws of the State of Illinois or any of its political subdivisions or of any other state, or of the United States, occurring prior to or on my retirement date or the effective date of this Resignation and Release (whichever is later), including, without limitation, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Equal Pay Act, Title VII of the Civil Rights Act, the Americans With Disabilities Act, Section 1983 of Title 42 of the United States Code, the Illinois Wage Payment and Collection Act, the Illinois Human Rights Act, the Illinois Municipal Code, the Illinois Pension Code, the United States and Illinois Constitutions, and any other statute relating to employment or municipal government.

I expressly acknowledge the following:

(a) I have been given at least twenty-one (21) days to consider the City's Memo and this Form. To the extent that I am signing this Form prior to the expiration of this twenty-one (21) day period, I am doing so voluntarily with an understanding that I

could have considered these matters for the duration of the twenty-one (21) day period without penalty.

(b) I have been advised in writing to consult an attorney before signing this Form.

(c) I understand that I may revoke the release of claims against the City for a period of seven (7) days after I sign this Form. I further understand that the release of these claims will not become effective until the expiration of this seven day period and that I will not receive any separation pay until such time even if provided otherwise in the City's Memo. I understand that I have no vested right to rescind my resignation from employment and that any such rescission must first be approved by the City.

(d) I understand and agree that by signing this Form, I will receive valuable monetary or other benefits (or both) as reflected in the City's Memo which exceed the benefits I would otherwise receive under the law.

(e) This Form and the City's Memo contain the entire understanding between the City and me as it relates to my separation from employment with the City. I further acknowledge that the City has made no other representations, warranties, promises, covenants, or undertakings (oral or otherwise) to me or any representative of mine in relation to my separation from employment with the City.

\_\_\_\_\_  
Employee Signature

Date 5-4-2020

Approved and Accepted:

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_