

**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  
JUNE 2, 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, pursuant to Section 7(e) of the Open Meetings Act, 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 June 2 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: JUNE 2, 2020  
TIME: 6:00 P.M.  
COMMISSIONER HILL

MAYOR KAHL  
COMMISSIONER DECKER  
  
COMMISSIONER MINGUS  
COMMISSIONER SUTHERLAND

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE TO THE FLAG:**

5. **PUBLIC HEARING:**

"PUBLIC HEARING ON THE REBUILD ILLINOIS FAST-TRACK PUBLIC INFRASTRUCTURE GRANT APPLICATION FOR ALTORFER LANE RECONSTRUCTION."

Documents:

[06.02.2020 PUBLIC HEARING NOTICE AND AGENDA AT 6P \(REBUILD IL FAST-TRACK PUBLIC INFRASTRUCTURE APPLICATION FOR ALTORFER LN RECONSTRUCTION\).PDF](#)

6. **APPROVAL OF MINUTES:**

6.I. Motion to approve the minutes of the Regular Meeting held on May 19, 2020 and the minutes of the Special Meeting held on May 26, 2020.

Documents:

[2020.05.19 MINUTES.PDF](#)  
[2020.05.26 MINUTES - SPECIAL MEETING.PDF](#)

7. **COMMUNICATIONS:**

7.I. Proclamation by Mayor Kahl proclaiming June 14, 2020 as "Flag Day" and June 14-20, 2020 as "National Flag Week."

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 2021-014 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 2 in the amount of \$3,634,795.87.

Documents:

[RESOLUTION NUMBER 2021-014.PDF](#)

9.II. Item Number 2 – Adoption of Ordinance Number 4499 on its Second Reading – (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.

Documents:

[ORDINANCE NUMBER 4499 - SECOND READING.PDF](#)

- 9.III. Item Number 3 – Adoption of Ordinance Number 4500 on its Second Reading – (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.

Documents:

[ORDINANCE NUMBER 4500 - SECOND READING.PDF](#)

- 9.IV. Item Number 4 – Adoption of Ordinance Number 4501 on its Second Reading – (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.

Documents:

[ORDINANCE NUMBER 4501 - SECOND READING.PDF](#)

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

11. **COMMISSIONER HILL:**

- 11.I. Adoption of Resolution Number 2021-008 on its Second Reading - Resolution to Approve Downtown Mixed-Use Development Agreement.

Documents:

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

- 11.II. Adoption of Resolution Number 2021-010 – Resolution approving the reappointment of Tami Meischner to the East Peoria Housing Authority Board of Directors by Mayor Kahl.

Documents:

[RESOLUTION NUMBER 2021-010.PDF](#)

- 11.III. Approval of Ordinance Number 4504 – (AN ORDINANCE ACCEPTING BID FOR SALE OF CITY-OWNED SURPLUS REAL ESTATE LOCATED AT 136 JOHNSON STREET).

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

Documents:

[ORDINANCE NUMBER 4504.PDF](#)

- 11.IV. Approval of Ordinance Number 4505 – (AN ORDINANCE PROVIDING FOR THE SALE OF EXCESS CITY PROPERTY AT 232 EVERETT STREET).

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

Documents:

[ORDINANCE NUMBER 4505.PDF](#)

- 11.V. Adoption of Resolution Number 2021-013 - Resolution Committing Local Funds for Rebuild Illinois Public Infrastructure Grant.

Documents:

[RESOLUTION NUMBER 2021-013.PDF](#)

12. **COMMISSIONER DECKER:**

- 12.I. Adoption of Resolution Number 2021-012 – Resolution to approve a Separation Agreement for Retirement between the City of East Peoria and John Harris, Foreman in the Streets Department, effective at the end of his shift on May 15, 2020.

Documents:

[RESOLUTION NUMBER 2021-012.PDF](#)

13. **COMMISSIONER SUTHERLAND:**

14. **COMMISSIONER MINGUS:**

- 14.I. Adoption of Ordinance Number 4503 – (AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY IN THE POSSESSION OF THE EAST PEORIA FIRE DEPARTMENT).

Documents:

[ORDINANCE NUMBER 4503.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 29, 2020

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



## NOTICE AND AGENDA OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS WILL HOLD A PUBLIC HEARING ON TUESDAY, JUNE 2, 2020 AT 6:00 P. M. IN THE CITY OF EAST PEORIA COUNCIL CHAMBERS IN THE CIVIC COMPLEX, 401 WEST WASHINGTON STREET, EAST PEORIA, ILLINOIS 61611.**

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

**John P. Kahl**  
Mayor

### COMMISSIONERS

Seth D. Mingus  
Dept. Public Health & Safety

Mark E. Hill  
Dept. of Accounts & Finance

Daniel S. Decker  
Dept. Streets &  
Public improvements

Michael L. Sutherland  
Dept. Public Property

Morgan R. Cadwalader  
City Clerk

Jeffery M. Becker  
Director of Finance/Treasurer

Steven M. Roegge  
Police Chief

John F. Knapp  
Fire Chief

Ty Livingston  
Director of Planning and  
Community Development

Douglas E. McCarty  
Director of Tourism &  
Special Events

Dennis R. Triggs  
City Attorney

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

For members of the public remotely attending this Public Hearing, written comments will need to be submitted to the City by no later than 3:00 p.m. on the day of the hearing at the following email address: [tylivingston@cityofeastpeoria.com](mailto:tylivingston@cityofeastpeoria.com)

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.

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

### **AGENDA:**

**DATE: JUNE 2, 2020**

**TIME: 6:00 P.M.**

**CALL TO ORDER:**

**ROLL CALL:**

The purpose of the meeting is to hold:

“PUBLIC HEARING ON THE REBUILD ILLINOIS FAST-TRACK PUBLIC INFRASTRUCTURE GRANT APPLICATION FOR ALTORFER LANE RECONSTRUCTION.”

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

Web Site: [www.cityofeastpeoria.com](http://www.cityofeastpeoria.com)  
“EAST PEORIA – HOME OF THE FESTIVAL OF LIGHTS”

- Rebuild Illinois Fast-Track Public Infrastructure Grant Application for Altorfer Lane Reconstruction.
  - The amount of funds available;
  - The project activities that will be undertaken with grant funding, including amount;
  - The project activities that will be undertaken with additional project funding, including amount;
  - Plans for minimizing displacement as a result of the grant-assisted activities and to assist persons actually displaced, if applicable; and,
  - A narrative discussion of the scope of the project including the proposed improvements, costs, benefit area, impact on community finances, etc.

**COMMENTS FROM THE COUNCIL:**

**MAYOR KAHL:**

**COMMISSIONER HILL:**

**COMMISSIONER DECKER:**

**COMMISSIONER SUTHERLAND:**

**COMMISSIONER MINGUS:**

**ADDITIONAL COMMENTS:**

**COMMENTS FROM THE AUDIENCE:**

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

/s/ Morgan R. Cadwalader

City Clerk Morgan R. Cadwalader

**NO ACTION SHALL BE TAKEN.**

Dated and Posted: May 29, 2020

Persons with disabilities who wish to attend the public hearing and need assistance should contact Morgan Cadwalader, 401 W. Washington Street, East Peoria, IL 61611, and 309-427-7613 no later than 3:00 p.m. on June 2, 2020. Every effort will be made to make reasonable accommodations for these persons.

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

**MAY 19, 2020**

The Regular Meeting of the City Council of the City of East Peoria, Illinois was called to order by his Honor Mayor John P. Kahl presiding at 6:00 P.M. with proper notice having been given.

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

The invocation was given by Commissioner Hill.

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

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on May 5, 2020 be approved as printed.

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

Nays: None.

Mayor Kahl declared the motion carried.

Mayor Kahl proclaimed May 10-16, 2020 as "Police Week" and May 15, 2020 as "Peace Officers Memorial Day".

Mayor Kahl proclaimed May 17-23, 2020 as "Emergency Medical Services Week". Commissioner Mingus commended and thanked emergency medical services staff and other city employees for their work especially during this time.

Mayor Kahl proclaimed May 17-23, 2020 as "National Public Works Week." Commissioner Decker and Commissioner Sutherland thanked and commended the Public Works employees.

Mayor Kahl explained that there would be 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).

The City Clerk stated that one bid was received from Angela Seeburg on behalf of Roger LeSee in the amount of \$3,800. There were no other bids.

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 not on the agenda 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.

Roy Sorce raised her hand and commented via Zoom on his request for a special use permit approval. He explained that he has received support for this process from local and state officials to process fish at this business location on North Main Street. He explained his proposed business operation of fish processing. Mayor Kahl thanked him for his comments.

Mayor Kahl asked for any other comments from the audience via Zoom. There was no response.

**CONSENT AGENDA ITEMS BY OMNIBUS VOTE:**

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

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move to adopt a consent agenda consisting of items numbered 1 through 3 as listed on the agenda for this meeting to be considered by omnibus vote.

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.

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.

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.

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Items numbered 1 through 3 listed on the Consent Agenda be hereby approved and adopted, the items numbered 2 through 3 having been read once by their title and having laid on the table for no less than one week for public inspection be adopted as presented.

Item 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. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

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

Nays: None.

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

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance No. 4499 hereto attached, (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) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that this amendment is for a code change that would permit fish processing in the City limits as a special use for limited fish processing in the M-1 area, and it was recommended by the Zoning Board of Appeals by a unanimous vote. Director of Planning and Community Development, Ty Livingston, explained that this fish processing effort has been in the works for over ten years, and this is a great opportunity. The amendment would allow for fish processing that is limited in nature and scope, and the code change may evolve in the future as others wish to participate further.

Commissioner Hill thanked Director of Planning and Community Development, Ty Livingston, and East Peoria Chamber of Commerce Director, Rick Swan, on their work in getting the fish processing business here today.

Commissioner Decker expressed his excitement in the business moving forward to use the Asian carp population and wished Mr. Sorce well.

Mayor Kahl thanked Directors Livingston and Swan on their efforts and wished Mr. Sorce well on his business endeavors.

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4500 hereto attached, (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 2901 N. MAIN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the ordinance allows for the storage of dumpsters on the back of the property, and the Zoning Board of Appeals unanimously recommended the approval.

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance No. 4501 hereto attached, (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 3201 N. MAIN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the special use is for a limited fish process operation on Roy Sorce's property; the City is not involved in the business; and there is speculation that thousands of jobs statewide will be produced in conjunction with other fish process operations. There is anticipated that there will be positive economic impact; however, it is not completely known of that economic impact.

Director Livingston thanked Mr. Sorce, Chamber Director Rick Swan, the Greater Peoria EDC and the Tri-County Planning Commission for their efforts on get this project moving forward.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-008 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-008, hereto attached, a Resolution to Approve Downtown Mixed-Use Development Agreement, be approved. Mr. Mayor, I move you that this Resolution No. 2021-008 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that this is a great opportunity with the developer Flaherty & Collins Development, Inc.

Director Livingston thanked City Attorney, Dennis Triggs, on his expertise in working on the development agreement. He commented on the request for proposal for the project and thanked Flaherty & Collins. Director Livingston is excited in this being the first step in the process. He explained that the residential portion will ensure that the Levee District is successful. The plan is that the development will be 230 luxury, market rate apartments and 10,000 square feet of supporting retail commercial space. The building will have many amenities, including a pool, pet amenities, and parking garage. The developer is not asking for any money from the City upfront; but rather, the incentives are conditioned exclusively on future revenue generated by the completed project. Director Livingston commented on the quality of other development by Flaherty & Collins Development, Inc. The project completion date is targeted for 2022.

Commissioners Decker, Mingus, and Sutherland commented on the quality of the developer and expressed excitement of having livable space in the Levee District area for the future. Commissioner Sutherland commented on the agreement being a win-win for both parties as the incentives are based on future revenue generated by the completed project.

Mayor Kahl thanked Director Livingston and Attorney Triggs on their work in getting the property to this point. He commented on the quality of the developer and encouraged individuals to go to their website (flco.com) to view other developments by Flaherty & Collins Development, Inc. in several locations. This is exciting news, and he looks forward to the future with project being estimated to begin in 2021 and completed in 2022.

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

Nays: None.

Mayor Kahl declared the motion carried.

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

Commissioner Sutherland explained that this trailer will allow that City to turn valves and ensure that the City is in compliance with the Illinois Environmental Protection Agency regulations. The City will begin locating all valves and ensuring those valves are accessible to the City. He commented on issues with valves if they are not turned every so often.

Mayor thanked the vendor for working with the city to spread the payments over time.

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

Nays: None

Mayor Kahl declared the motion carried and Ordinance No. 4498 be adopted as presented.

Resolution No. 2021-006 by Commissioner Mingus; 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.

Motion by Commissioner Mingus, seconded by Commissioner Hill; Mr. Mayor, I move that Resolution No. 2021-006 be adopted as presented.

Commissioners and Mayor Kahl commended Mr. Wieburg on his dedicated service to the City 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. 2021-006 be duly adopted as presented.

Resolution No. 2021-007 by Commissioner Mingus; 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.

Motion by Commissioner Mingus, seconded by Commissioner Hill; Mr. Mayor, I move that Resolution No. 2021-007 be adopted as presented.

Commissioners and Mayor Kahl commended Mr. Wieburg on his dedicated service to the City 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. 2021-007 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. The City Clerk explained how to raise your hand via the computer or phone. There was no response.

Mayor Kahl then asked for comments from Council.

Commissioner Decker explained that people are excited to get out of the house and become more normal. He explained that most people have been supportive in moving forward and hospitalizations have been declining. He is hopeful that there will be a vaccine by the end of the year. He explained that recycling is being looked into while the City is not doing curbside recycling pickup. Commissioner Decker explained that he does not want to rush recycling until it is looked into fully. He looks forward to have a company that will work with the City on recycling and is hopeful that in the next week the City can move forward.

Commissioner Hill explained that he is disappointed in the actions by the state to have punitive actions against businesses and withholding funds for municipalities and others that do not follow the governor's executive orders. He commented on the Joint Committee on Administrative Rules ("JCAR") meeting planned for tomorrow to see if the rule will stand. He explained that, from what he read, the proposed punitive actions against citizens will be in place for 150 days. He asked people to call their Representatives and Senators and express their feelings. He explained that the Farmer's Market will begin in June.

Mayor Kahl explained that people can reach out to JCAR to express your opinion. It is important to know that the Illinois Department of Public Health proposed the emergency rule change, and it was filed with the State's Attorneys office. However, the rule does not go into effect until JCAR approves the rules. It takes eight votes to overturn the rule. The rule is specific to restaurants and bars. He encourages people to reach out to the state legislators as they begin meeting tomorrow in Springfield, IL.

Commissioner Sutherland commented on the stay at home order. He asked people to take proper safety measures, and if they feel unsafe, that they should stay home. He explained that he has not received emails from local people that were not in support of opening the City. He feels that it is important to support local businesses during this time, as a lot of business owners are feeling pain during this time. He commented on his belief that the Governor is overstepping his bounds, and explained that he is a union member and there is not a union member that he knows that is supporting the Governor at this time.

Commissioner Mingus explained that he received with emails with people that are not supportive of the City's decision and that they were not residents of East Peoria. He thanked the residents of East Peoria for being supportive in moving forward in a safe way. He explained that he represents the City residents; he feels that the opening can be safe; and he hopes that the Governor will listen to the communities downstate.

Mayor Kahl explained that the JCAR email is [JCAR@ILGA.GOV](mailto:JCAR@ILGA.GOV). The JCAR committee is comprised of six republicans and six democrats. He explained that he has reached out to JCAR and asked that they review the emergency rule and object and suspend the rule. When they make rules and decisions, they must take notice of the impact on small businesses, municipalities, and nonprofit organizations. The HOI Illinois Plan placed the metrics in their plan. He explained that the City has monitored the data just likes others are doing. He explained that he feels that the Governor's goal posts keep changing and what they are trying to implement keeps changing. When you look at the Peoria region data, the area has met all of the data criteria for moving forward for over a month. The positivity rating is now 7% and the hospitalization admissions have dropped over 44.3% in the last two weeks; and yet, the restrictions have been greater. He asked people to speak up to let their feelings be known. He explained that it is a real virus and for the first 6 weeks he was respectful. However, ever since then, the numbers have been declining. It is difficult to sit back and see people's livelihoods being decimated due to the restrictions. He feels horrible for people that have lost jobs and businesses and will try to do everything to move forward.

Commissioner Decker explained that when this first started he agreed with what was done as it is a virus that has killed many and will kill more. He commented on the need to move forward with safety measures, as too many people's livelihoods have been destroyed and people have lost jobs. He feels that we must try to get the situation under control. He commented on wearing a mask and sees how society is accepting it. If wearing a mask allows people to feel safer, it is the least that he can do. We need to figure out how to move forward, and he will be emailing JCAR.

Mayor Kahl explained that people cannot be blinded by fear, and we need to have a path forward. He explained that 99% of people have been supportive of moving forward, and he does not think that we are the loud minority. He recognized Megan Taylor, East Peoria Police Officer, who is also a Fondulca Police Officer, was working at the Fondulac Police Department and assisted elderly people out of a fire at Leisure Acres saving several individuals. The Park District presented her with the Lifesaving Award. The East Peoria Police Department presented Officer Taylor with a Letter of Commendation today. He feels that good deeds should be shared, and he commended her for her actions. Mayor Kahl recognized Jason Fletcher from Servpro in Pekin for coming and decontaminating the emergency vehicles for free weekly for three or four weeks. Lastly, Mayor Kahl congratulated the 2020 graduates on their accomplishments.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, June 2, 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 7:08 P.M.

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

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

**MAY 26, 2020**

The Special 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.

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 not on the agenda 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.

**Resolution No. 2021-011 by Commissioner Hill; Resolution Establishing Parameters For Outdoor Service By Restaurants And Liquor License Holders During The Phased Re-Opening Periods Under The State's Directives And Executive Orders During The Covid-19 Pandemic**

**WHEREAS**, since mid-March 2020, the national COVID-19 pandemic has resulted in several Executive Orders being issued by the Governor and directives being issued by State agencies that have closed restaurants and bars for on-site sales of all food and beverages, thereby limiting those business establishments to carry out or drive up services only; and

**WHEREAS**, the Executive Orders and directives issued to address the COVID-19 also limit public gatherings to no more than ten persons; and

**WHEREAS**, a phased re-opening plan has been created by the Governor and certain State agencies that allows for businesses to operate in a limited manner with increasing capacities until the State is completely re-opened during the last phase of the re-opening plan (the "Re-Opening Plan"); and

**WHEREAS**, the Governor has announced the State will be moving to Phase 3 of the Re-Opening Plan when the current Executive Orders expire on May 29, 2020, and Phase 3 does not allow any dine-in services by restaurants and bars; and

**WHEREAS**, the Governor has recently announced that under Phase 3 of the Re-Opening Plan, restaurants and bars will be able to serve patrons in outdoor areas provided that certain guidelines continued to be followed, including social distancing of tables and wearing of masks by servers and all employees; and

**WHEREAS**, the Governor has also urged municipalities to be creative in allowing and facilitating outdoor seating options for patrons of restaurants and bars when moving to Phase 3 after May 29, 2020; and

**WHEREAS**, the City seeks to facilitate outdoor seating areas and operations by restaurants, bars, and other liquor licenses holders in a manner that allows these businesses to maximize outdoor operations; and

**WHEREAS**, the City further seeks to ensure that these businesses are able to maximize operations throughout the phases of the Re-Opening Plan; and

**WHEREAS**, the City Council hereby determines that during these unusual times and under these unusual circumstances related to the COVID-19 pandemic, it is in the best interests of the City, these businesses within the City, and the citizens of the City of East Peoria that certain provisions of the City Code related to business operations by liquor license holders – including restaurants and bars – and related to general business operations under other provisions of the City Code be revised as provided herein; and

**WHEREAS**, the City Council hereby further determines that these revised provisions of the City Code shall remain in place until dine-in options are increased under the Re-Opening Plan in a manner that allows capacities in excess of 50% of regular business operations;

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

**Section 1.** For business with liquor licenses that allow on-site consumption of alcoholic beverages under Class A, C, D, E, V, Z, AS, or RB liquor licenses, such businesses may serve alcoholic beverage in a manner consistent with such license to patrons in outdoor areas under a Special Outdoor Sales and Consumption Permit ("Special Permit") issued under Section 3-3-3.2 of the City Code as provided herein:

- Each liquor license holder must obtain a Special Permit before serving any alcoholic beverage in an outdoor area, with the exception of an outdoor area that has been previously permitted by the City as a beer garden with an issued subclass 1 or subclass 2 license for such beer garden.
- The outdoor service area permitted under this Resolution must include an outside perimeter marked by a barrier that prevents passage into and out of the service area. The barriers can be temporary in nature and movable, but placement must be consistent with plans submitted with the application for the Special Permit. All means of ingress and egress for the outdoor service area must comply with the City's Fire Department directives.
- The license holder shall take necessary steps to ensure that persons under the age of twenty-one (21) do not have access to alcoholic beverages within or from the outdoor service area.
- The tables within the outdoor service areas must comply with social distancing requirements, and all servers and employees working in the outdoor service area must wear masks in compliance with State directives.

- The application for a Special Permit shall include a site plan showing the location of the outdoor service area in relation to the main building of the business location for which the license holder current has a valid liquor license, the location of all barriers that will create the outside perimeter of the outdoor service area, the type of barrier that will be used to create the perimeter barrier, the number and location of all tables within the outdoor service areas with seating capacity for each table, all means of ingress and egress into the outdoor service area, and any other supplemental information requested by the Liquor Commissioner or City Clerk
- The Mayor, as the City's Liquor Commissioner, shall have the authority to issue a Special Permit if all applicable provisions of this Resolution have been met, as determined by the Mayor. The Mayor may also establish other related terms and conditions that must be met by the license holder in order to hold and maintain a Special Permit under this Resolution.
- A Special Permit issued under this Resolution shall remain valid throughout Phase 3 and any subsequent phases of the Re-Opening Plan up to and until restaurants and bars are allowed to be at greater than 50% capacity for dine-in services, which shall include an additional period of time of no more than 30 days beyond the implementation of the phase when restaurants and bars are allowed to be at greater than 50% capacity for dine-in services.
- The holder of a Special Permit must follow any directives from either the City's Fire Department or the Police Department related to the permitted outdoor service area.
- The Liquor Commissioner shall have the authority to implement hours and days of operation for a Special Permit holder that are different than such provisions established under Section 3-3-3.2 of the City Code.
- The size of the outdoor service area permitted by an issued Special Permit may not be increased without the license holder obtaining a new Special Permit allowing for such increased outdoor service area.
- Upon the issuance of a Special Permit under this Resolution, the "premises" for which the underlying liquor license that has been issued by the City to a license holder shall be increased to include the outdoor service area authorized under the Special Permit.
- No fee shall be charged for the issuance of a Special Permit issued under this Resolution.
- A Special Permit may be withdrawn, suspended, or revoked by the City in compliance with the provisions of the City's Liquor Control Regulations.
- Any liquor license holder maintaining an outdoor area that has been previously permitted by the City as a beer garden with an issued subclass 1 or subclass 2 license for such beer garden must comply with the provisions of this Resolution regarding the service of food or beverages in the beer garden area. Thus, to the extent that the provisions of the City's Liquor Control Regulations address the service of food or beverages in the licensed beer garden area and are in conflict with this Resolution, the provisions of this Resolution shall govern while the Re-Opening Plan is in effect.
- Any provisions of Section 3-3-3.2 of the City Code that are in conflict with this Resolution shall be suspended during the duration of a Special Permit issued under this Resolution. Except as specifically provided by this Resolution, all other provisions of the City's Liquor Control Regulations shall govern the issuance of a Special Permit to license holder and compliance by the license holder under the City's Liquor Control Regulations.

**Section 2.** A restaurant, bar, or other liquor license holder may construct and maintain an outdoor service area for service of food or beverage provided, such business complies with the following terms and conditions:

- The outdoor service area is constructed on the property owned or leased by the business providing the outdoor service of food or beverage, or the business must be able to provide documentary evidence that the business owner has a legal right to use the property for providing the outdoor service of food or beverage served by its business.
- When using a tent, the business must maintain the tent in a manner that is compliant with all Fire Department directives, which shall include any directives addressing fire lanes, property and outdoor service area ingress and egress points, fire extinguishers, and use of external heating sources. All other outdoor service areas shall also comply with all Fire Department directives.
- Tents will not be permitted to be used in very inclement weather, which shall specifically include thunderstorms, excessive wind, and other severe weather events and when such very inclement weather is reasonably forecasted to occur (*e.g.* when a severe weather warning has been issued by the National Weather Service).
- The provisions of Section 2 of this Resolution shall remain valid throughout Phase 3 and any subsequent phases of the Re-Opening Plan up to and until restaurants and bars are allowed to be at greater than 50% capacity for dine-in services, which shall include an additional period of time of no more than 30 days beyond the implementation of the phase when restaurants and bars are allowed to be at greater than 50% capacity for dine-in services.
- The business owner shall not be required to obtain any permits or pay any fees for constructing or maintaining an outdoor service area for the service of food or beverages, except when the business owner also holds a liquor license and seeks to serve alcoholic beverages in the outdoor service area, such business owner must obtain a Special Permit as provided under the terms of this Resolution or as otherwise permitted under the City's Liquor Control Regulations.
- To the extent that parking requirements are not maintained by a restaurant, bar, or other liquor license holder constructing a tent for providing outdoor service of food and beverage or otherwise maintaining an outdoor service area for providing outdoor service of food and beverage, the City's Zoning Administrator may provide a written waiver that shall remain effective while the business owner maintains an outdoor service area in compliance with this Resolution. The Zoning Officer may also establish other related terms and conditions that must be met by the business owner for maintaining this waiver.
- No outdoor service area shall be constructed on City property, sidewalk, or right-of-way without prior written authorization from the City.
- Any provisions of the City Code related to the construction or maintenance of an outdoor service area that are in conflict with this Resolution shall be suspended during the duration of effective period of this Resolution.

**Section 3.** This Resolution shall be in full force and effect immediately upon its passage and shall remain in effect as provided herein except to the extent that its provisions are revised or revoked by future action by the City Council.

**Section 4.** All ordinances, resolutions, and other, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Resolution shall remain effective for the duration of the effective period of the State's Re-Opening Plan.

**Section 5.** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Resolution.

**Section 6.** Upon the passage of this Resolution, the City Clerk is hereby directed to post this Resolution on the City's website for the duration of the Re-Opening Plan.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move that Resolution No. 2021-011 be adopted as presented.

Commissioner Hill explained that the resolution will allow for the outdoor service of alcohol during the Governor's reopening to allow for outdoor seating and service. Commissioners and Mayor Kahl expressed their excitement to move forward with this allowance that they feel is long overdue. Mayor Kahl explained that guidance will be sent out to bars and restaurants. The City is trying to accommodate all businesses.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-011 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. The City Clerk explained how to raise your hand via the computer or phone.

Aaron Palmer from Texas Roadhouse raised his hand via Zoom to comment. He thanked the City Council for getting the City and businesses on the right track. He appreciates the choice to open safely.

Mayor Kahl thanked Mr. Palmer for his comments and asked for any additional comments from the audience. There was no response.

Mayor Kahl then asked for comments from Council.

Commissioner Hill is looking forward to eating at local businesses in their outdoor services areas very soon.

Commissioner Sutherland explained that he has had inquiries regarding garage sales and explained that individuals should go ahead with the sales. He commented on some businesses not having the ability to sell and he feels that it should be up to the business owner if he wants to be open and those shopping to be able to choose whether to shop. He explained that he feels that the Governor should not be able to tell business owners how to run their business and commented on their being a difference between Chicago and downstate.

Mayor Kahl commented on WMBD reaching out with questions regarding flooding in the Richland Farms Area. He explained that there was a flash rain last night at a time when the levees were already flooded, and there were areas flooded and people stranded. He did receive comments about frustrations in the Richland Area. He explained that a meeting was held two or three years ago where the East Peoria Drainage and Levee District, a board consisting of the three largest landowners in the area and they levy a separate levee tax that funds the maintenance of the drainage ditch in the levee areas in the Richland area. He explained that he guided those residents to reach out to that separate entity that is not a part of the City. He will gladly reach out to that entity and try to coordinate communication with that entity.

WEEK reached out over the weekend about the renovation of the Veteran's Memorial in the Riverfront Park. He explained that Robert Cole coordinated the efforts on the project. He recognized those individuals that contributed including Robert Cole, James Huff from Sunbelt Rentals in providing equipment, Gary Slusher at S&G Decorative Concrete Supply in providing labor and equipment, Greg Keil and Ross Swanson for labor and project management, and the East Peoria Chamber of Commerce for covering the costs to make the project happen. He encouraged everyone to visit and view the memorial, as a lot of work went into the project and it looks fantastic.

He recognized a lifelong resident Benjamin Daniel Joos, Jr. who passed away recently. He was the father of Chad Joos, a former Commissioner. He was a great bricklayer in the community and a great person. He will be sorely missed. He expressed thoughts and prayers his family.

Motion by Commissioner Sutherland, seconded by Commissioner Mingus; Mr. Mayor, I move you that we adjourn until Tuesday evening, June 2, 2020 at 6:00 P.M.

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

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 6:27 P.M.

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

RESOLUTION NO. 2021-014

June 2, 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. 2 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 \$3,634,795.87  
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND  
 INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-01-1-070	MORTON COMMUNITY BANK	ZOOM-MONTHLY CONFERENCING	124.99
01-01-1-100	MIDLAND PAPER COMPANY	COPY PAPER	23.77
01-01-3-070	CAMPION, BARROW & ASSOCIATES	TESTING	440.00
		TESTING	440.00
	IWIRC	PHYSICAL	1,925.93
01-01-4-100	MIDLAND PAPER COMPANY	COPY PAPER	14.26
01-01-5-035	MORTON COMMUNITY BANK	AAIM-HR MEMBERSHIP	800.00
		FRED PRYOR-HR MEMBERSHIP	299.00
		IPMA-HR MEMBERSHIP	149.00
01-01-5-070	MORTON COMMUNITY BANK	RUSH CARD FEE	25.00
01-01-5-100	MIDLAND PAPER COMPANY	COPY PAPER	47.53
01-01-5-182	MORTON COMMUNITY BANK	CVS-BOTTLES FOR HAND SANETIZER	97.42
01-02-0-040	CITY OF E P INS ESCROW RESERVE	2020 GROUP INSURANCE PREMIUM	203,530.00
	MORTON COMMUNITY BANK	HDHP/HSA CITY PORTION	750.00
01-02-0-100	MIDLAND PAPER COMPANY	COPY PAPER	35.65
01-03-0-045	VERIZON WIRELESS	4/10/20-05/9/20 CELL SERVICE	224.48
		04/11/20-05/10/20 CELL SERVICE	42.99
01-03-0-069	MORTON COMMUNITY BANK	FACEBOOK-FARMER'S MARKET AD	151.17
01-03-0-070	MORTON COMMUNITY BANK	FACEBOOK-CENSUS VIDEO BOOST	699.20
01-03-0-100	MIDLAND PAPER COMPANY	COPY PAPER	95.06
01-04-0-052	CINTAS CORPORATION	VM UNIFORMS, TOWELS	156.45
01-04-0-070	MORTON COMMUNITY BANK	RON'S TOOLS-SHOP TOOL	33.45
	VERIZON WIRELESS	4/10/20-05/9/20 CELL SERVICE	53.62
01-04-0-115	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE-VM	49.33
01-05-0-044	VERIZON WIRELESS	4/10/20-05/9/20 CELL SERVICE	585.98
01-05-0-045	CALPINE	4/20 POWER-CITY BUILDINGS	820.02
01-05-0-051	CRESCENT ELECTRIC SUPPLY	LED STREET LIGHTING	1,063.63
		RETURN, LED LAMPS	-841.63
01-05-0-100	MIDLAND PAPER COMPANY	COPY PAPER	118.83
01-05-0-150	MORTON COMMUNITY BANK	KOHL'S LAND PAYMENT PRINCIPAL	202,697.24
		KOHL'S LAND PAYMENT INTEREST	8,282.43
01-06-0-020	HEART TECHNOLOGIES,INC	SUPPORT CALL	187.50
01-06-0-025	MORTON COMMUNITY BANK	MICROSOFT-LICENSING	105.00
		MICROSOFT-LICENSING	682.45
01-06-0-045	CALL ONE	5/20 LONG DISTANCE	346.31
	VERIZON WIRELESS	4/10/20-05/9/20 CELL SERVICE	163.25
		04/11/20-05/10/20 CELL SERVICE	86.04
01-06-0-048	MORTON COMMUNITY BANK	AMAZON-MAINTENANCE KIT	154.95
	PTC SELECT	TONER	327.00
		TONER	327.00
01-06-0-070	MORTON COMMUNITY BANK	AMAZON-USB ADAPTER	31.05
01-06-0-100	MIDLAND PAPER COMPANY	COPY PAPER	23.77

DEPARTMENT TOTAL: 425,369.12

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APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND  
 INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-020	AAA CERTIFIED CONFIDENTIAL	PD CONFIDENTIAL SHREDDING	80.00
03-00-0-023	MORTON COMMUNITY BANK	USPS-POSTAGE	14.65
		USPS-POSTAGE	11.75
		STAMPS.COM-MONTHLY FEE	17.99
		USPS-CAMERA TO AXON IN AZ	13.25
03-00-0-025	MORTON COMMUNITY BANK	REFUND-LAQUINTA INN	-70.44
		CREDIT-EXPEDIA	-379.88
		CREDIT-EXPEDIA	-413.19
03-00-0-026	MORTON COMMUNITY BANK	COSTCO-SOLAR MOTION LIGHT	32.69
		LOWE'S-RANGE ITEMS	250.20
		MENARD'S-RANGE ITEMS FOR SIGNS	12.49
		CREDIT-LOWE'S	-19.60
		CREDIT-COSTCO	-2.70
		MENARD'S-RANGE ITEMS FOR SIGNS	11.51
		CREDIT-MENARD'S	-12.49
03-00-0-030	ENTENMANN ROVIN COMPANY	BADGE	81.50
03-00-0-035	MORTON COMMUNITY BANK	IACP-MEMBERSHIP, BRODRICK	152.00
		AMAZON-PRIME ANNUAL MEMBERSHIP	119.00
		NASRO-SRO, ROOS ANNUAL FEE	40.00
03-00-0-045	VERIZON WIRELESS	4/10/20-05/9/20 CELL SERVICE	543.37
		04/11/20-05/10/20 CELL SERVICE	1,719.60
	CALPINE	4/20 POWER-PD	291.85
03-00-0-050	BENNETT FURNACE CLEANING INC	DUCT CLEANING	1,600.00
03-00-0-052	AUTOZONE COMMERCIAL	STARTER	154.79
		CUEL CAP	13.78
		BRAKE PADS, ROTORS	129.99
	UFTRING AUTOMALL	TRANSER CASE, GASKET, OIL	922.44
		CORE RETURN	-50.00
	GOODYEAR AUTO SERVICE CENTER	OIL CHANGE	30.35
	MORTON COMMUNITY BANK	MYCOMMERCE-INNOVATIVE SYSTEMS	360.00
03-00-0-070	MORTON COMMUNITY BANK	SECRETARY OF STATE - RENEWAL	154.55
		SECRETARY OF STATE - RENEWAL	154.55
03-00-0-100	MORTON COMMUNITY BANK	AMAZON-OFFICE SUPPLIES	73.22
03-00-0-127	MORTON COMMUNITY BANK	COSTCO-PAPER GOODS & COFFEE	159.98
	PORTER LEE CORPORATION	BARCODE LABELS, RESIN RIBBON	297.36
03-00-0-184	MORTON COMMUNITY BANK	AMAZON-FOOD SCALE	13.96
			-----
DEPARTMENT TOTAL:			6,508.52
			=====

APPROVED FOR PAYMENT BY:

FIRE PROTECTION FUND  
 INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-025	MORTON COMMUNITY BANK	CASEY'S-FUEL	42.99
		APPLE.COM-PARA TEST REVIEW	12.74
		HEALTH DEPT-EMT LICENCE	21.00
	DYLAN WOOLEN	REIMBURSEMENT - TRAINING PROP	113.80
04-00-0-026	ALEX SOLLBERGER	PER DIEM-IFSI FIRE ACADEMY	419.65
04-00-0-045	VERIZON WIRELESS	4/10/20-05/9/20 CELL SERVICE	792.75
		04/11/20-05/10/20 CELL SERVICE	300.93
	CALPINE	4/20 POWER-FD	635.92
04-00-0-049	ALADTEC INC	ALADTEC SUPPORT JUN-DEC 2020	1,753.00
	FIRST ARRIVING LLC	DASHBOARD ANNUAL LICENSE	1,036.00
04-00-0-050	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL - ST4 (4/21)	59.00
		PEST CONTROL - CENTRAL (4/21)	36.00
		PEST CONTROL-ST3 (4/21)	34.00
	MORTON COMMUNITY BANK	LOWE'S-MICROWAVE, ST3	129.00
	THE HOME DEPOT PRO	TOWELS, DETERGENTS- CENTRAL	146.84
		DISINFECTANT, CLEANERS-ST3	120.18
		TOWELS, DISINFECTANT-ST 4	89.80
04-00-0-051	E P TIRE & VULCANIZING MES-ILLINOIS	MOWER REPAIR	123.52
		AIR FILTERS FOR CHAIN SAWS	64.91
		SCBA AIR PACK GUAGE	139.91
04-00-0-052	AUTOZONE COMMERCIAL	BRAKE ROTORS, PADS-P1	426.54
		BRAKE PAD INSTALL KIT-P1	12.02
	MORTON COMMUNITY BANK	MYCOMMERCE-INNOVATIVE SYSTEMS	80.00
	O'REILLY AUTO PARTS	CORE RETURN	-22.00
		FUEL, OIL, AIR FILTERS-P1	146.44
		TOOLS FOR GRAPHICS REMOVAL	76.06
	ROANOKE MOTOR CO INC	OIL, FUEL FILTER CHANGES - P3	392.64
04-00-0-053	RAGAN COMMUNICATIONS, INC.	PORTABLE RADIO BATTERIES	147.00
04-00-0-070	MILLER-BATTERIES PLUS	HANDLIGHT BATTERIES	115.80
	MORTON COMMUNITY BANK	LOWE'S-PROPANE	19.97
		LOWE'S-PROPANE TANKS	79.88
	NOTARY EXPRESS, INC	NOTARY RENEWAL-PETERSON	59.99
04-00-0-072	MORTON COMMUNITY BANK	FIRE PROT. ASSOC-CERTIFICATION	150.00
04-00-0-127	MORTON COMMUNITY BANK	ROCOR-HAND SANETIZER	678.13
		CREDIT-ROCOR, HAND SANETIZER	-53.13
	TAZEWELL COUNTY ETSB	ETSB RECORDS MANAGEMENT FEE	1,127.38
04-00-0-128	MORTON COMMUNITY BANK	MCKESSON-GLOVES	111.45
		MCKESSON-ELECTRODES, SOLUTION	127.59
		MCKESSON-GLOVES	74.33
		MCKESSON-GLOVES	74.10
		MCKESSON-ZIP BAGS	10.98
		MCKESSON-CREDIT	-60.00
		MCKESSON-CREDIT	-60.00
		MCKESSON-GLOVES	74.10
		MCKESSON-EPINEPHRINE	233.01
		MCKESSON-GLOVES	111.32
		MCKESSON-NALOXONE, IV SOLUTION	330.71

DATE: 05/29/20  
TIME: 11:38:08  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND  
INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-128	MORTON COMMUNITY BANK	MCKESSON-GLOVES	148.66
	PRAXAIR DISTRIBUTION INC	OXYGEN	542.10
	BOUND TREE CORPORATION	ASPRIN, COLD PACKS, RAZORS	222.03
		ALCOHOL PADS, IV FLUSH SYRINGE	596.62
		GAUZE, IV DRESSING, DEFIB PAD	584.98
		ET TUBE INTRODUCERS	2.46
			-----
		DEPARTMENT TOTAL:	12,633.10
			=====

APPROVED FOR PAYMENT BY:

DATE: 05/29/20  
TIME: 11:38:08  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

SOLID WASTE  
INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
05-00-0-017	WASTE MANAGEMENT	SOLID WASTE TIPPING FEES	21,207.74
05-00-0-018	WASTE MANAGEMENT	RECYCLING TIPPING FEES	244.23
05-00-0-052	MORTON COMMUNITY BANK	MYCOMMERCE-INNOVATIVE SYSTEMS	80.00
		KAMAN-HOSE ASSEMBLY, SLEEVE	107.45
	MUTUAL WHEEL COMPANY	DRUM BRAKES	1,272.46
05-00-0-160		RECYCLE TOTES REIMBURSEMENT	75.00
		RECYCLE TOTES REIMBURSEMENT	65.00
		RECYCLE TOTES REIMBURSEMENT	65.00
		RECYCLE TOTES REIMBURSEMENT	65.00
		RECYCLE TOTES REIMBURSEMENT	75.00
		RECYCLE TOTES REIMBURSEMENT	75.00
		RECYCLE TOTES REIMBURSEMENT	75.00
		RECYCLE TOTES REIMBURSEMENT	65.00
		RECYCLE TOTES REIMBURSEMENT	75.00
		DEPARTMENT TOTAL:	23,546.88

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CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

STREET & BRIDGE FUND  
 INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
11-00-0-052	AUTOZONE COMMERCIAL	FAN, GASKET PAPER	27.48
		CREIT- FAN, GASKET PAPER	-27.48
		RADIATOR HOSE	27.99
		CREDIT-RADIATOR HOSE	-27.99
		WINDSHIELD DE-ICER	5.49
		BLOWER MOTOR CONNECTOR	12.67
		CREDIT-BLOWER MOROR CONNECTOR	-12.67
	FUTURE ENVIRONMENTAL, INC	WASTE OIL COLLECTION FEE	65.00
	MORTON COMMUNITY BANK	MYCOMMERCE-INNOVATIVE SYSTEMS	775.00
		APEX-BEARING EQUIPMENT	44.48
	BROWN EQUIPMENT	POWER ASSIST KIT	148.67
		BRAKE ADJUSTER	558.32
	MFC	FITTINGS	236.48
	S.J. SMITH WELDING SUPPLY	ACETYLENE, ARGON, OXYGEN	120.00
11-00-0-070	VERIZON WIRELESS	4/10/20-05/9/20 CELL SERVICE	520.34
		04/11/20-05/10/20 CELL SERVICE	86.00
11-00-0-110	ALTORFER	RAIN JACKET	38.95
11-00-0-115	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE-STREETS	794.36
11-00-0-128	CONTECH ENGINEERED SOLUTIONS	STORM PIPE	378.00
		PIPE	600.00
11-00-0-129	VITAL SIGNS INC.	FLEX POST	260.00
			-----
		DEPARTMENT TOTAL:	4,631.09
			=====

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

STREET LIGHTING FUND  
INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
16-00-0-046	CALPINE	4/20 POWER-STREET LIGHTING	276.25
		DEPARTMENT TOTAL:	276.25

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CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

EASTSIDE CENTRE  
 INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
21-01-0-020	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-FESTIVAL BUILDING	60.00
		PEST CONTROL-ESC	155.00
	PIPCO COMPANY LTD	ANNUAL BACKFLOW INSPECTION	190.00
21-01-0-033	CALPINE	4/20 POWER-ESC	342.43
21-01-0-036	CALPINE	4/20 POWER-ESC	16.23
21-01-0-050	GETZ FIRE EQUIPMENT	FIRE ALARM INSPECTION	233.50
		SPRINKLER INSPECTION	230.00
	AMERICAN SPEEDY PRINTING CENTE	FLOOR DECALS, SIGNS	349.25
21-01-0-118	THE HOME DEPOT PRO	CREDIT - LINERS	-118.14
		LINERS	106.64
	SHELLEY LEASING INC	ICE MACHINE MAINTENANCE	512.50
		ICE MACHINE MAINTEANANCE	861.96
21-01-0-121	THE HOME DEPOT PRO	PAPER PRODUCTS, SOAP, LINERS	164.98
		DISPENSER	72.00
21-02-0-033	CALPINE	4/20 POWER-ESC	342.43
21-02-0-036	CALPINE	4/20 POWER-ESC	16.22
21-02-0-071	MORTON COMMUNITY BANK	B3 FIT-FITNESS LICENSING	19.99
21-03-0-030	CALPINE	4/20 POWER-ESC	72.15
21-03-0-032	CALPINE	4/20 POWER-ESC	34.21
21-03-0-034	CALPINE	4/20 POWER-ESC	71.97
21-03-0-035	CALPINE	4/20 POWER-ESC	51.92
21-03-0-036	CALPINE	4/20 POWER-ESC	16.22
21-03-0-051	SHERWIN-WILLIAMS	SHOP/REPAIR CHARGE	50.50
21-03-0-052	AUTOZONE COMMERCIAL	TAIL LIGHT, CABLE CONNECTOR	48.38
		BATTERY CABLE	6.79
		TAIL/TURN LIGHT	9.39
		FLOOR MATS, POLISH	42.77
		FUEL SUPPLEMENT, PLUGS, GUAGE	50.43
	INTERSTATE BATTERY SYSTEM OF	BATTERY	199.90
		BATTERY	153.90
			-----
		DEPARTMENT TOTAL:	4,363.52
			=====

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

HOTEL-MOTEL TAX  
INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
23-00-0-044	VERIZON WIRELESS	4/10/20-05/9/20 CELL SERVICE	108.03
23-00-0-070	MORTON COMMUNITY BANK	CREDIT-NESTLABS	-5.00
		UATEND-TIMECLOCK FEES	94.00
		NESTLABS-FOL CAMERAS	10.00
	WHITE DISTRIBUTION & SUPPLY	EAR PLUGS	71.08
		SAFETY GLASSES	16.45
23-00-0-073	AUTOZONE COMMERCIAL	TRAILER COUPLER	27.99
		AUX CABLES	31.96
		FLOOR JACK	226.54
23-00-0-150	KELLOGG PLASTICS LTD	RODS	393.35
	NILES INDUSTRIAL COATINGS	SAND BLASTING & PAINTING	1,767.50
		SAND BLASTING & PAINTING	1,850.50
23-00-0-151	GETZ FIRE EQUIPMENT	ANNUAL SPRINKLER INSPECTION	787.00
		GARAGE FIRE ALARM INSPECTION	160.00
	CHRISTENBERRY SYSTEMS & ALARM	ANNUAL ALARM SYSTEM INSPECTION	665.00
	CALPINE	4/20 POWER-FOL	212.26
23-00-0-152	BERNARD KRUMHOLZ, INC	SHREDDED SOIL	253.75
23-00-0-153	AUTOZONE COMMERCIAL	SAFETY CHAIN, TRAILER COUPLER	45.38
	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE-ESC	281.94
	MATHIS-KELLEY	STEEL	10.50
		HAMMER & BIT RENTAL	40.00
	PEORIA BRICK & TILE COMPANY	PATIO BLOCK	7.80
	FLIGINGERS	TRIMMER REPAIR	142.72
		CHAINSAW REPAIR	50.13
23-00-0-182	HEART TECHNOLOGIES, INC	ESC CARD ACCESS	2,370.31
		-----	
		DEPARTMENT TOTAL:	9,619.19
			=====

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

CAMP STREET TIF  
INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
25-00-0-070	CB RICHARD ELLIS/MEGA	ANNUAL LAND MAINTENANCE FEE	1,000.00
		DEPARTMENT TOTAL:	1,000.00

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER  
 INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-020	PDC LABORATORIES INC	WATER TESTING	988.00
		WATER TESTING	837.10
	SCADATA HOLDINGS, LLC	TECH SUPPORT	125.00
		TECH SUPPORT	125.00
50-50-0-040	CITY OF E P INS ESCROW RESERVE	GROUP INSURANCE	26,220.00
50-50-0-045	AZAVAR AUDIT SOLUTIONS	TELECOMMUNICATIONS AUDIT	277.16
	VERIZON WIRELESS	4/10/20-5/9/20 CELL SERVICE	523.79
		4/11/20-5/10/20 CELL SERVICE	232.20
50-50-0-047	CALPINE	4/20 POWER FOR PUMPING	9,464.15
50-50-0-050	COLUMBIA PIPE & SUPPLY CO.	BUSHING	24.03
		FITTINGS	26.33
	GRAINGER INC.	ELECTRIC REELS	168.92
50-50-0-052	UFTRING AUTOMALL	SEAL, GASKET	18.40
	MORTON COMMUNITY BANK	MYCOMMERCE-INNOVATIVE SYSTEMS	360.00
50-50-0-070	THE HOME DEPOT PRO	PAPER PRODUCTS, HAND SANETIZER	44.13
50-50-0-100	MORTON COMMUNITY BANK	PITNEY BOWES-EQUIPMENT LEASE	90.60
		PITNEY BOWES-POSTAGE REFUND	-214.84
50-50-0-110	SENTRY SAFETY SUPPLY, INC	COVERALLS	29.00
50-50-0-115	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE-WATER	1,055.54
50-50-0-123	CORE & MAIN	COUPLINGS	661.72
		PIPE, ADAPTER	679.86
	WATER PRODUCTS BLOOMINGTON	TAP SLEEVE	395.00
50-50-0-124	HAWKINS INC	AZONE 15, LPC-31	2,476.12
50-50-0-127	CORE & MAIN	STEEL ROD, METER TILE	581.77
		PIPE	284.00
	D.A. HOERR & SONS INC.	TOP SOIL	113.75
		TOP SOIL	139.48
		TOP SOIL	144.90
50-51-0-035	CONCENTRIC INTEGRATION LLC	SUPPORT SERVICES	580.00
50-51-0-040	CITY OF E P INS ESCROW RESERVE	GROUP INSURANCE	18,575.00
50-51-0-045	VERIZON WIRELESS	4/10/20-5/9/20 CELL SERVICE	273.59
		4/11/20-5/10/20 CELL SERVICE	85.98
50-51-0-047	CALPINE	4/20 POWER FOR PUMPING	14,001.97
50-51-0-052	GERMAN BLISS	TRIMMER LINE	19.12
	MORTON COMMUNITY BANK	MYCOMMERCE-INNOVATIVE SYSTEMS	340.00
	O'REILLY AUTO PARTS	OIL FILTER	5.89
50-51-0-055		REIMBURSEMENT-SEWER DAMAGE	49.82
		REIMBURSEMENT-DAMAGE TO SEWER	300.00
50-51-0-070	WAL-MART COMMUNITY	WATER	19.58
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	337.05
50-51-0-080	ARMATURE MOTOR & PUMP CO	SWITCH	12.28
	CRESCENT ELECTRIC SUPPLY	GRIP TIE ROLL, MOUNT TIE	26.55
	KOMLINE-SANDERSON	RELIEF VALVE	213.00
50-51-0-087	TAZEWELL COUNTY LANDFILL	SLUDGE PROCESSING	2,833.58
		DIRT SPOILS	648.00
		SLUDGE PROCESSING	2,024.19
50-51-0-110	ALTORFER	GLOVES	17.10

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

WATER & SEWER  
INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-51-0-115	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE-SEWER	888.17
50-51-0-127	HAWKINS INC	SODIUM BISULFATE, AZONE 15	1,815.79
		AZONE 15	792.00
50-53-0-040	TOLEDO, PEORIA & WESTERN	POWER LINE CROSSING	250.00
50-53-0-052	CITY OF E P INS ESCROW RESERVE	GROUP INSURANCE	1,675.00
50-53-0-092	COE EQUIPMENT CO	BUSHINGS	145.86
50-53-0-127	ARMATURE MOTOR & PUMP CO	BEARING REPAIR	582.16
	CORE & MAIN	MARKER FLAGS	50.00
		COUPLINGS	140.68
50-56-0-170	BRAD BOULTON	CONSULTING FEES	7,260.00
	AMEREN ILLINOIS	TRANSFORMER	12,716.40
		UPGRADE.RELOCATE TRANSFORMER	6,991.01
	FARNSWORTH GROUP	WWTP UPGRADE	84,087.45
	WILLIAMS BROTHERS CONSTRUCTION	WWTP CONSTRUCTION	2,339,117.96
50-57-0-256	MORTON COMMUNITY BANK	AUTO READ LOAN PRINCIPAL	14,046.65
		AUTO READ LOAN INTEREST	1,546.32
		-----	
		DEPARTMENT TOTAL:	2,558,339.26
			=====

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

RIVERBOAT GAMING TAX FUND  
INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
80-01-0-025	MORTON COMMUNITY BANK	AMAZON, DOCKING STATION	109.49
		DEPARTMENT TOTAL:	109.49

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

PAYROLL HOLDING ACCTS  
INVOICES DUE ON/BEFORE 05/31/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
99-99-9-998	WAGES PAID	5/31/20 GF PAYROLL	510,034.90
		5/31/20 WS PAYROLL	78,364.55
			-----
		DEPARTMENT TOTAL:	588,399.45
			=====

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

FINAL TOTALS  
INVOICES DUE ON/BEFORE 05/31/2020

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GENERAL CORPORATE FUND	425,369.12
POLICE PROTECTION FUND	6,508.52
FIRE PROTECTION FUND	12,633.10
SOLID WASTE	23,546.88
STREET & BRIDGE FUND	4,631.09
STREET LIGHTING FUND	276.25
EASTSIDE CENTRE	4,363.52
HOTEL-MOTEL TAX	9,619.19
CAMP STREET TIF	1,000.00
WATER & SEWER	2,558,339.26
RIVERBOAT GAMING TAX FUND	109.49
PAYROLL HOLDING ACCTS	588,399.45
	-----
GRAND TOTAL	3,634,795.87
	=====



**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:**

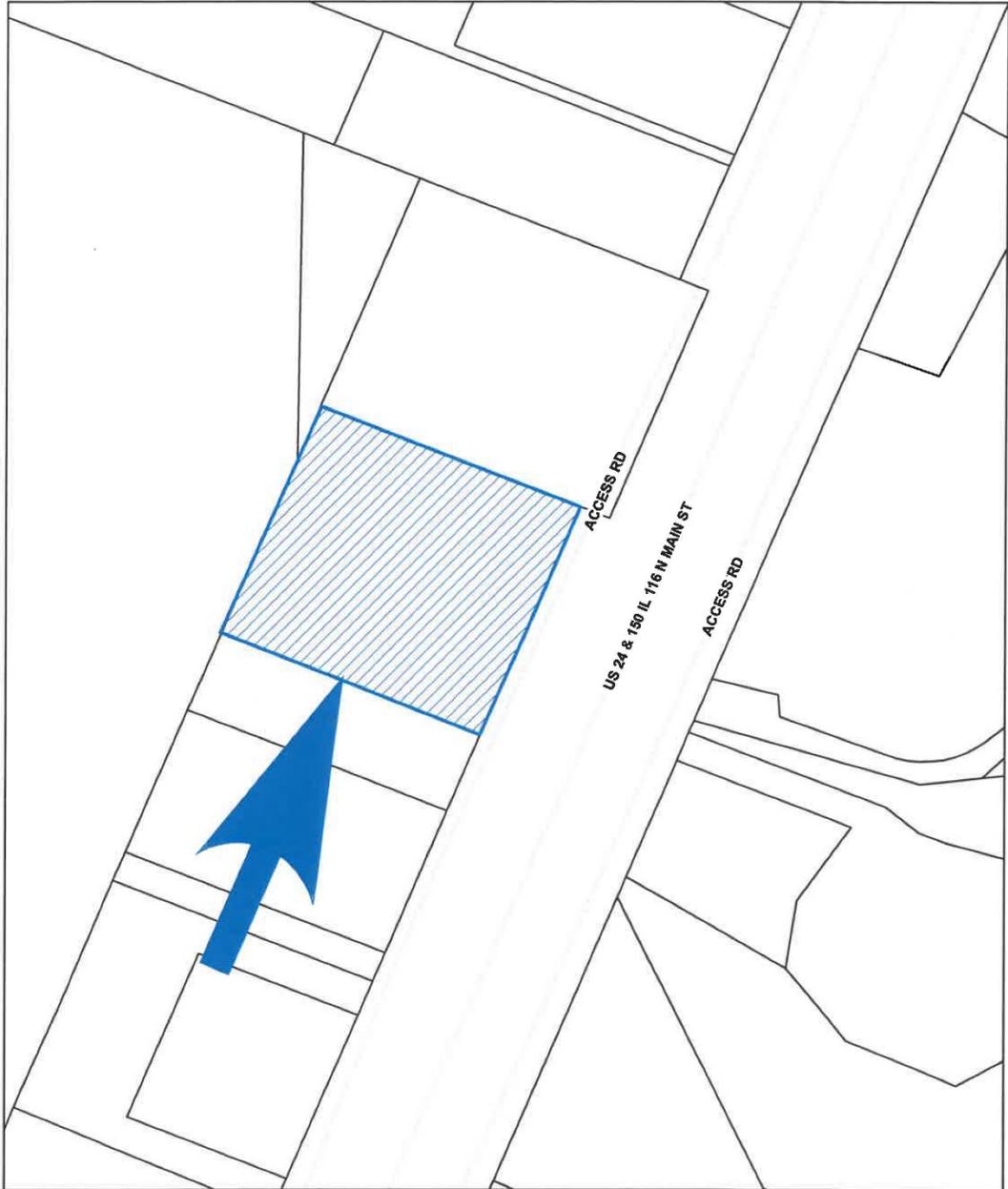
\_\_\_\_\_  
Corporation Counsel

**EXHIBIT A  
(Site Map)**

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

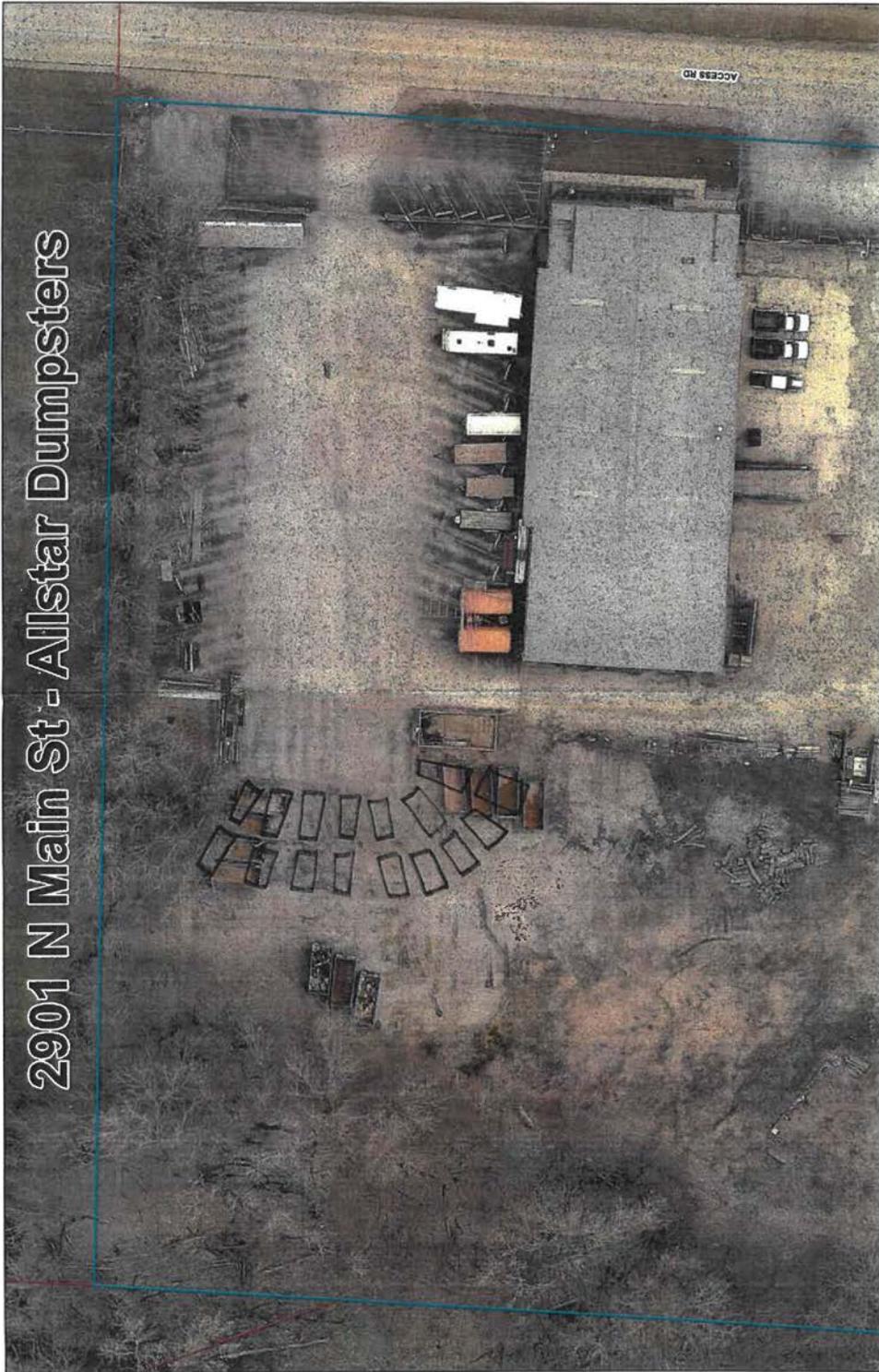
Exhibit "A"

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:**

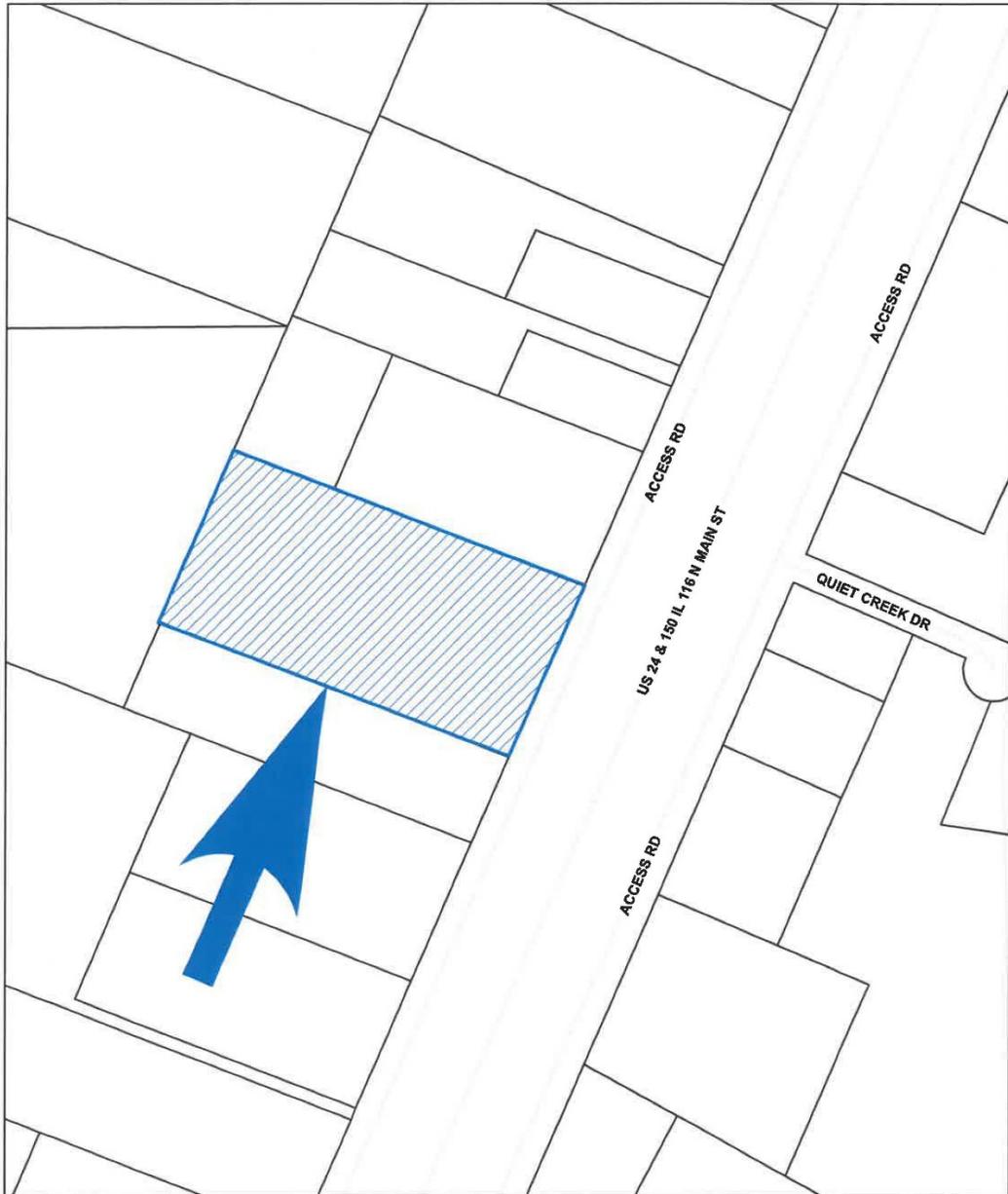
\_\_\_\_\_  
Corporation Counsel

# 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:**

---

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



**EAST  
PEORIA  
HOUSING  
AUTHORITY**

**LaToya Brown  
Executive Director**

**401 W. Washington St  
East Peoria IL. 61611  
Phone: 309-698-4718/ Fax: 309-698-4719**

**Date:** May 19, 2020

**To:** Mayor John Kahl

**From:** Latoya Brown, Executive Director

**Re:** Appointment of Board Member for EPHA

---

Dear Mayor Kahl:

The five-year term for East Peoria Housing Authority Board Member Tami Meischner expires on June 30, 2020. Tami has been a board member since 2015 and wishes to continue serving as an East Peoria Housing Authority Board Member.

I respectfully request that Tami Meischner be reappointed to the East Peoria Housing Authority Board for another 5-year term to be effective July 1, 2020.

Upon your concurrence, please forward this request to the City Council for placement on an upcoming agenda.

Thank You

Executive Director

C: Ty Livingston

**RESOLUTION NO. 2021-010**

**East Peoria, Illinois**

**June 2, 2020**

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

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS, THAT** the reappointment of Tami Meischer as a board member to the East Peoria Housing Authority by Mayor John P. Kahl for a five-year term beginning July 1, 2020 through June 30, 2025 be hereby confirmed and approved

**AND THAT THIS RESOLUTION NO. 2021-010 BE ADOPTED AS PRESENTED.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



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

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

**DATE:** May 27, 2020

**SUBJECT:** Sale of Property at 136 Johnson St.

**BACKGROUND:** Angela Seaberg of Colorado was the only respondent in a request for sealed bid. However, the offer of \$3,800 is better than we had anticipated and likely not too far off of the property's actual value. As we understand it, the buyer is purchasing the property on behalf of her brother, Roger "Jeff" La See who lives next door at 132 Johnson and attach this parcel to his property.

**RECOMMENDATION:** Approval, as presented.

**ORDINANCE NO. 4504**

**AN ORDINANCE ACCEPTING BID FOR SALE OF CITY-OWNED  
SURPLUS REAL ESTATE LOCATED AT 136 JOHNSON STREET**

**WHEREAS**, the City approved selling a surplus parcel of real estate owned by the City located at 136 Johnson Street in East Peoria by the sealed bid process pursuant to Ordinance No. 4494, which parcel is legally described in Exhibit A and as depicted in Exhibit B (the "Property"); and

**WHEREAS**, after adopting Ordinance No. 4494, the City properly published notice for three successive weeks pursuant to the public sealed bidding process as provided under Section 11-76-2 of the Illinois Municipal Code (65 ILCS 5/11-76-2) prior to the bid opening held during the City Council meeting on May 19, 2020; and

**WHEREAS**, the City received a sealed bid from Angela Seaberg ("Purchaser") for the Property in the amount of \$3,800.00; and

**WHEREAS**, the City Council hereby finds that the bid presented by the Purchaser is an acceptable bid and the best bid for the Property, and further that this bid should be accepted by the City and the Property should be thereby sold to the Purchaser;

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

**Section 1.** The sealed bid from Purchaser Angela Seaberg for the Property is hereby accepted by the City.

**Section 2.** The Mayor and City Clerk are hereby authorized and instructed to execute all documents necessary to effectuate the sale of the Property to the Purchaser upon payment of the bid amount of \$3,800.00 to the City.

**Section 3.** This Ordinance shall be in full force and effect from and after its passage by a vote of at least three-fourths (3/4) of the City Council holding office in the manner as provided by law.

**PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION BY A THREE-FOURTHS (3/4) MAJORITY VOTE THEREOF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXAMINED AND APPROVED:**

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

**EXHIBIT A**

**DESCRIPTION OF SURPLUS REAL ESTATE:  
136 Johnson Street, East Peoria**

Legal Description: Lot Sixty-Nine (69) in ALMIRON S. COLE Addition to East Peoria, situated in the County of Tazewell, in the State of Illinois.

**Tax I.D. No. 01-01-32-413-009**

**EXHIBIT B**

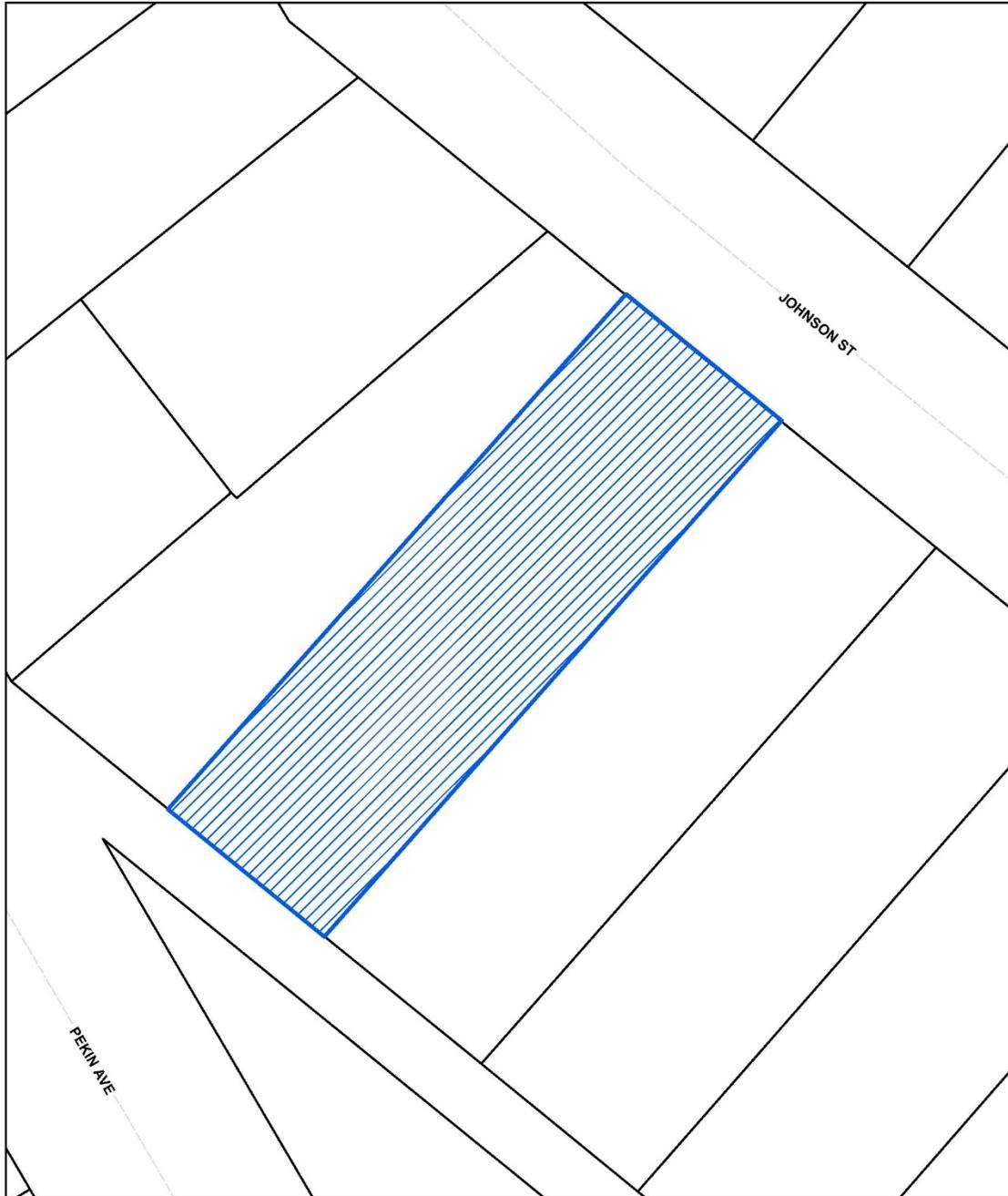
**MAP OF SURPLUS REAL ESTATE:  
136 Johnson Street, East Peoria**

**City Owned Property for Sale**

Exhibit "A"

**136 Johnson St.**

Legal Description: P.I.N.: 01-01-32-413-009





**TO:** The Honorable Mayor and the City Council  
**FROM:** Ty Livingston, Director of Planning & Community Development  
**DATE:** May 27, 2020  
**SUBJECT:** Sale of Property at 232 Everett St

**BACKGROUND:** Kenneth Swearingen of Marquette Heights has offered the City \$4,000 plus \$500 in closing costs for the City Attorney's Office for this vacant property. With an appraisal of \$5,000, this offer meets the City's required threshold of 80% of that value to sell it. Even though the lot is uniquely shaped, the buyer intends to construct a new home on it.

**RECOMMENDATION:** Approval, as presented.

**ORDINANCE NO. 4505**

**AN ORDINANCE PROVIDING FOR THE SALE OF  
EXCESS CITY PROPERTY AT 232 EVERETT STREET**

**WHEREAS**, the City of East Peoria owns an excess parcel of property located at 232 Everett Street in East Peoria as described in Exhibit A, attached hereto and incorporated by reference, which is an empty lot, and hereinafter referred to as the "Parcel"; and

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

**WHEREAS**, the City seeks to sell the Parcel pursuant to Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1), which provides for the appraisal of the property by a certified or licensed appraiser and then the sale of the property by City Officials for no less than 80% of the appraised value, and the City has previously adopted and published Resolution No. 1617-151 authorizing the sale of the Parcel under the provisions of Section 11-76-4.1 of the Illinois Municipal Code; and

**WHEREAS**, the City has obtained an appraisal of the Parcel from a properly certified appraiser that appraises the Parcel at \$5,000.00 in value; and

**WHEREAS**, the City has received an offer to purchase the Parcel for \$4,000.00 from Kenneth Swearingen pursuant to the Sales Contract as provided in Exhibit B, attached hereto and incorporated by reference (the "Contract"); and

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

**WHEREAS**, the City hereby finds that it is in the best interests of the City to sell the Parcel (as excess City property) to Kenneth Swearingen at the price of \$4,000.00, which equals 80% of the appraised value of the Parcel;

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

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

**Section 2.** The City hereby further declares that the public interest will be best served if the Parcel is sold to Kenneth Swearingen pursuant to the Contract at a price of \$4,000.00 plus \$500.00 for associated closing costs.

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

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

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

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

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

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXAMINED AND APPROVED:**

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF PARCEL**  
(232 Everett Street, East Peoria)

Lot 10 in DOERING BROS. SUBDIVISION, a subdivision of Lots numbered 43 to 51 inclusive of A.S. Cole Addition to the City of East Peoria, as shown by the plate thereof recorded in Plat Book "J" at page 365, situated in the County of Tazewell and State of Illinois.

**Tax I.D. No. 01-01-33-315-012**

**City Owned Property for Sale**

Exhibit "A"

**232 Everett St**

Legal Description: P.I.N.: 01-01-33-315-012

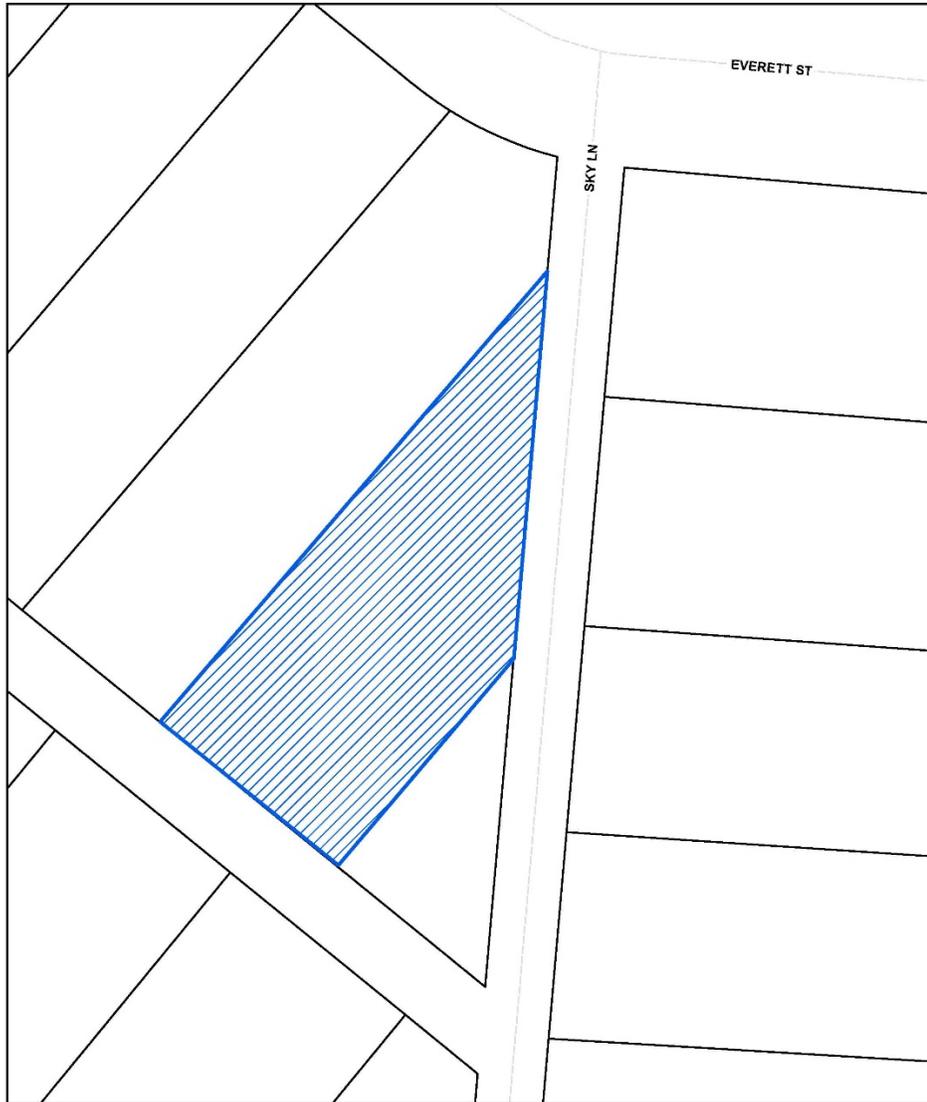


EXHIBIT B

RESIDENTIAL SALES CONTRACT
(232 Everett Street, East Peoria)

Authentisign ID: 191F9671-4110-42F9-B1CF-9B4C31D40E4A



PEORIA AREA ASSOCIATION OF REALTORS®
IT IS RECOMMENDED THAT PARTIES CONSULT AN ATTORNEY REGARDING THIS TRANSACTION
VACANT LAND SALES CONTRACT

THIS FORM HAS BEEN PREPARED ONLY FOR REALTORS® AND ATTORNEYS.
THIS FORM IS FOR VACANT LAND TRANSACTIONS ONLY.

NOTICE

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

MUTUAL COVENANTS. Seller agrees to sell and Buyer agrees to purchase, upon the terms set forth in this Contract, the real estate commonly known as
232 Everett St East Peoria IL 61611 with a tax identification number(s)
and legally described as follows: Lot 10 Doering Bros Subd

(hereinafter ("Premises"), (this legal description can be supplemented at a later date to provide a more accurate description) situated in Tazewell
County, Illinois, with an approximate lot size of 46x95, and with a present zoning
classification of residential

OFFER AND ACCEPTANCE. These terms shall constitute an offer which shall expire and earnest money shall be returned, unless this offer is accepted on or
before June 24th, 2020, at 5 o'clock P.M., or withdrawn in writing prior to acceptance.

PURCHASE PRICE. Buyer agrees to pay Seller the total sum of \$ 4,000.00. The balance of the purchase price, adjusted by prorations
and credits allowed the parties by the Contract, shall be paid to Seller when closed, by cashier's check, by check issued by a lending institution, or other form of
payment acceptable to Seller. Any funds tendered at closing in the amount of \$50,000 or greater shall be in the form of "good funds" defined to be either wired funds,
government checks, or title company escrow checks that are acceptable to the closing agent. Any other source of funds shall be provided to and deposited by the
closing agent in advance of the closing in accordance with the closing agent's "good funds" policy.

EARNEST MONEY. Buyer shall deliver earnest money no later than the following business day after date of acceptance of this Contract. If the earnest money is
not received by Escrowee as designated hereafter, Seller shall give written notice of the default to the Buyer. If notice is properly given, and the Buyer does not cure
the default within two (2) days of the notice, the Contract may be terminated upon written notice from Seller to Buyer. Notice of termination shall be given in the
manner provided in the contract for giving of notices.
Earnest money in the amount of \$ 0.00 (suggested minimum of 1% of the purchase price) shall be deposited in the Escrow Account of the Listing
Company, Selling Company, Title Company, Attorney as "Escrowee" for the mutual benefit of the parties.

METHOD OF PAYMENT.
FINANCED. This Contract is subject to certain conditions or arrangements relating to the financing of Buyer's purchase which, if any, are set forth on the attached
Financing Amendment.
CASH. This Contract is not contingent upon financing, Buyer shall provide proof of funds within days of acceptance of Contract. Satisfactory proof includes,
but is not limited to: current statement from a financial institution, available line of credit or verification of funds from a financial institution. Closing fee shall be paid
by Buyer Seller Divided Evenly Between Both Parties CHECK ONE.

CLOSING. The closing shall be on July 31st, 2020 or such other time as may be mutually agreed in writing. The closing
shall be held at the office of Buyer's lender, or closing agent, Seller's broker or attorney, or such other place as the parties may agree. Any available surveys
shall be delivered to Buyer at or before closing. If the closing is delayed past the closing date due to the fault of either party, even if this transaction
is subsequently closed, the defaulting party shall pay damages as provided in this Contract. The non-defaulting party will be entitled to collect damages as soon as
the default occurs and the notice and cure provisions provided for in Paragraph 14, Default, are not applicable to this paragraph.
Buyer agrees to pay \$500 in closing costs to the Seller.

POSSESSION. If Seller does not give possession on the date provided for in this Contract, Buyer may seek possession by any means available in law or equity.
Prior to possession, Seller shall remove all debris and personal property not sold to Buyer. If Seller fails to provide Buyer with possession on the day provided for in
this Contract, Buyer will be entitled to collect damages upon the failure to provide possession. The notice and cure provisions in Paragraph 14, Default, of this
Contract are not applicable to this paragraph. Seller shall deliver possession at time of closing.

CONVEYANCE. Seller's conveyance shall be by quit-claim deed, unless Buyer pays for and acquires a Title Commitment as provided in Section 10 herein.
Seller's conveyance shall be by a recordable Warranty Deed (or Trustee's or Executor's Deed if applicable), subject only to exceptions herein, at
the closing of this transaction upon Buyer's compliance with the terms of this Contract. Seller shall also provide the state and county transfer tax declarations and any
other transfer tax declaration, or zoning exemption certificate. Within five (5) days after acceptance of this Contract, Buyer shall notify Seller or Seller's attorney, in
writing, how Buyer will take title to the Premises.

PEORIA AREA ASSOCIATION OF REALTORS®  
VACANT LAND SALES CONTRACT

50 9. **ACKNOWLEDGMENTS AND REPRESENTATIONS.** The parties acknowledge that the Premises are vacant and unimproved except as indicated herein, and  
51 Seller represents and agrees that (CHECK ALL THAT APPLY):

- 52 a)  All platting requirements that apply to the Premises have been met.
- 53 b)  All subdivision requirements will be met by the date of closing or as follows: \_\_\_\_\_
- 54 c)  The Premises bound (by no less than 20 feet) upon a public street or highway (publicly used, dedicated and accepted). As of the date of closing, **curbs and**  
55 **gutters will be installed.**
- 56 d) As of the date of closing, the following utilities will be available at and to a boundary of the Premises (CHECK ALL THAT APPLY):  
57  natural gas  public water  public sanitary sewer  electricity  telephone  cable television
- 58 e)  If the Premises are to be used for construction of a single family residence in a platted subdivision, Seller has no knowledge of any reason why the Premises  
59 are not suitable therefore, whether by reason of soil conditions, lot size, zoning or subdivision restrictions, public health considerations, or any other reason.
- 60 f)  Seller further represents that the Premises are not located within a designated flood plain and that Seller has received no notice of any ordinance or code  
61 violation or pending special assessment, condemnation, rezoning, or annexation from any governmental body in connection with the Premises.

62 Buyer acknowledges that except as expressly stated herein, neither Seller nor Seller's agents, have made any representations regarding zoning laws, building lines,  
63 use and occupancy restrictions, and covenants of record. Buyer's intended use of the Premises shall be as \_\_\_\_\_

Buyer may, at Buyer's expense, order  ALTA

64 10. **EVIDENCE OF TITLE.** Seller shall, at Seller's expense, order within five (5) days after acceptance and Seller shall deliver at least fourteen (14) days before closing  
65 to Buyer showing Seller's merchantable title in the Premises, a Commitment for Title Insurance issued by a title insurance company regularly doing business in the  
66 county where the Premises are located, committing the company to issue an ALTA policy insuring title to the Premises in Buyer for the amount of the purchase price.

67 Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) items  
68 assumed by Buyer hereunder; (e) any lien which may be removed by the payment of money from the purchase price at closing; (f) covenants and restrictions of record;  
69 (g) reservation of mineral title; and (h) the ALTA policy standard exceptions; provided, none of the foregoing exceptions are permissible if they are violated by the  
70 existing improvements or the present use of the Premises or if they materially restrict the reasonable use of the Premises for Buyer's stated purposes as noted in  
71 Paragraph 9, Acknowledgements and Representations.

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

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

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

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

- 88 \$ 0.00  Month /  Quarter /  Year for NA
- 89 \$ 0.00  Month /  Quarter /  Year for NA
- 90 \$ 0.00  Month /  Quarter /  Year for NA
- 91 \$ 0.00  Month /  Quarter /  Year for NA

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

23<sup>rd</sup> Everett ST East Peoria IL 61611  
Property Address  
Page 2 of 6  Buyer's Initials Page 2 of 6 Seller's Initials

PEORIA AREA ASSOCIATION OF REALTORS®  
VACANT LAND SALES CONTRACT

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

PLEASE CHECK YES OR NO - PARAGRAPHS 16 THROUGH 21

16. **SURVEY.** At least ten (10) days prior to closing:  
•  Seller at Seller's expense or  Buyer at Buyer's expense (CHECK ONE) shall obtain and provide to the other party:  
 Survey\*  
 Mortgagee Inspection Plat  
 Surveyor To Identify Survey Pins\*

By a licensed land surveyor dated within six (6) months of closing, showing the location of the buildings, lot lines, setback lines, encroachments from or onto adjoining properties, fences and access to right of way.

If a Survey, the surveyor shall also locate and reference on the Survey the corners of the Premises with precision, show the location of other recorded and visible easements, the dimensions of any encroachments and all drainage ditches, creeks or streams, designated by FEMA map.

If a Survey or Mortgagee Inspection Plat shows other than the permissible exceptions described in Paragraph 10, Evidence of Title, of the Contract, encroachments from adjacent property or that improvements are not within lot lines or any set back, then these shall be considered defects in the title to the Premises.

\*Except where restricted by geographic limitations, the surveyor shall set or locate pins and stakes at the corners of the Premises.

17. **SITE TESTS.** The Buyer shall have the option at Buyer's expense of obtaining soil, percolation, and/or ground water or other site evaluation tests or studies within \_\_\_\_\_ days of Contract date. If any of said tests or studies show abnormal or unsuitable building or use conditions, Buyer at Buyer's option may serve written notice within the time specified in the manner provided in the Contract for giving of notices, including a statement of the specific abnormal or unsuitable building or use conditions and shall thereafter provide Seller with a copy of the applicable test or study, whereupon this Contract shall become null and void and all earnest money paid by Buyer shall be refunded to Buyer. IN THE EVENT THE BUYER DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

18. **BUILDING AND SEWAGE PERMITS CONDITION.** This Contract is subject to the condition that Buyer obtain within \_\_\_\_\_ days after the date of this Contract, at Buyer's expense, all required building and use permits and governmental approvals and permissions, including an acceptable septic soil test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the Premises. If Buyer has properly, diligently, and promptly applied for said permits and approvals and has been unable to obtain them within the time specified, Buyer may, at Buyer's option, within said specified time, serve written notice of such failure and inability to obtain the necessary permits in the manner provided in the Contract for giving of notices, and in such event this Contract shall become null and void and all earnest money paid by Buyer shall be refunded to the Buyer. IN THE EVENT BUYER DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

19. **ENVIRONMENTAL CONDITION.** This Contract is subject to the condition that Buyer obtains within \_\_\_\_\_ days of the date of this Contract, at Buyer's expense, an environmental inspection and audit report acceptable to Buyer that no prior or present use of or activity on the Premises has resulted in the disposal or placement of hazardous substances, pollutants or contaminants on, in or at the Premises, and the Premises are free of all hazardous or toxic wastes, pollutants, contaminants, substances or materials and that the Premises are in compliance with all applicable environmental rules and regulations. If Buyer has not obtained an inspection or if Buyer has obtained an inspection, but has not notified Seller in the manner provided in the Contract for giving of notices of an environmental condition objectionable to Buyer within \_\_\_\_\_ days, then this condition is waived.

20. **ZONING.** This Contract is subject to the condition that Buyer obtains within \_\_\_\_\_ days of the date of this Contract, at Buyer's expense, rezoning of the Premises to a classification of \_\_\_\_\_ under the Zoning Ordinances of \_\_\_\_\_.

21. **FARM PROPERTY.** Despite anything herein to the contrary, if the Premises is farmland, all of landlord's rental or crop share for the year \_\_\_\_\_ shall belong to  Seller or  Buyer (CHECK ONE), and all of the general real estate taxes for that year shall be paid for by that party. Further, the parties acknowledge and agree that Buyer's right to actual possession of the Premises shall be subject to any existing lease of the Premises, the nature and terms of which Seller has fully disclosed to Buyer.

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

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

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PEORIA AREA ASSOCIATION OF REALTORS®  
VACANT LAND SALES CONTRACT

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

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

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

163 27. STATE OF ILLINOIS LICENSE LAW AND REALTOR® CODE OF ETHICS REQUIRED DISCLOSURES.

164 INITIAL APPROPRIATE ITEMS BELOW:

165 \_\_\_\_\_ (a) Seller discloses and Buyer acknowledges that the Seller is a licensed real estate agent or that \_\_\_\_\_  
166 are licensed real estate agents that have an interest in or are principals in the Seller.

167 \_\_\_\_\_ (b) Buyer discloses and Seller acknowledges that the Buyer is a licensed real estate agent or that \_\_\_\_\_  
168 are licensed real estate agents who have an interest in or are principals in the Buyer.

169 \_\_\_\_\_ (c) \_\_\_\_\_, the agent for the  Seller  Buyer discloses that he/she is related or are affiliated  
170 with the  Seller  Buyer in the following manner:  
171 \_\_\_\_\_  
172 \_\_\_\_\_  
173 \_\_\_\_\_

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

	<u>Amendment</u>	<u>Form #</u>
175		
176	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ..... Appraisal .....	1200
177	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ..... Financing .....	1202
178	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ..... Well / Septic .....	1200
179	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ..... Short Sale .....	1216

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

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

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

195 ATTORNEY'S MODIFICATION. It is agreed by the parties that their respective attorneys may, except for the purchase price and  
196 closing date, approve, disapprove or suggest modifications to this Contract, including all amendments. If within five (5) days after  
197 the date of the Contract an agreement has not been reached by the parties hereto and written notice thereof is given to either party,  
198 this Contract shall be null and void and the earnest money shall be refunded to Buyer. In the absence of written notice within the  
199 time specified herein, this provision shall be deemed waived by all parties hereto and this Contract shall continue in full force and  
200 effect.  
201

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# PEORIA AREA ASSOCIATION OF REALTORS® VACANT LAND SALES CONTRACT

Page 5

202 Signature of Buyer: \_\_\_\_\_ Signature of Buyer: \_\_\_\_\_  
 203 Name of Buyer: **Kenneth M Swearingen** Name of Buyer: \_\_\_\_\_  
 204 (Print Legal Name) (Print Legal Name)  
 205 Date: **05/17/2020** Time: **6:12 PM** Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 206 Present Address of Buyer: \_\_\_\_\_ Present Address of Buyer: \_\_\_\_\_  
 207 \_\_\_\_\_ \_\_\_\_\_  
 208 (city) (state) (zip code) (city) (state) (zip code)  
 209 \_\_\_\_\_ \_\_\_\_\_  
 210 (telephone) (facsimile) (telephone) (facsimile)  
 211 Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 212 \_\_\_\_\_

213 (a) OFFER ACCEPTED AS WRITTEN.  
 214 (b) COUNTEROFFER: [STRIKE ITEMS UNCHANGED]  
 215 (1) Purchase price to be \$ \_\_\_\_\_; (2) Earnest Money to be \$ \_\_\_\_\_;  
 216 (3) Closing Date to be \_\_\_\_\_; (4) Possession date to be \_\_\_\_\_;  
 217 (5) See Initialed Changes on Line #: \_\_\_\_\_; of \_\_\_\_\_  Amendment or  Contract {CHECK ONE}  
 218 See Initialed Changes on Line #: \_\_\_\_\_; of \_\_\_\_\_  Amendment or  Contract {CHECK ONE}  
 219 See Initialed Changes on Line #: \_\_\_\_\_; of \_\_\_\_\_  Amendment or  Contract {CHECK ONE}  
 220 (6) Seller retains the following items of personal property which are excluded from this Contract:  
 221 \_\_\_\_\_  
 222 \_\_\_\_\_  
 223 All other terms agreed to as written. Counteroffer to be accepted on or before \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ o'clock \_\_m.,  
 224 unless withdrawn in writing prior to acceptance of counteroffer.  
 225 Signature of Seller: \_\_\_\_\_ Signature of Seller: \_\_\_\_\_  
 226 Name of Seller: \_\_\_\_\_ Name of Seller: \_\_\_\_\_  
 227 (Print Legal Name) (Print Legal Name)  
 228 Date: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 229 Present Address of Seller: \_\_\_\_\_ Forwarding Address, if any: \_\_\_\_\_  
 230 \_\_\_\_\_ \_\_\_\_\_  
 231 (city) (state) (zip code) (city) (state) (zip code)  
 232 \_\_\_\_\_ \_\_\_\_\_  
 233 (telephone) (facsimile) (telephone) (facsimile)  
 234 Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

235 IF ANY COUNTEROFFER IS NOTED ABOVE, BUYER SHOULD SIGN ACCEPTANCE OF COUNTEROFFER BELOW:  
 236 Signature of Buyer: **Kenneth M Swearingen** Signature of Buyer: \_\_\_\_\_  
 237 Date: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

238 **232- Everett ST** **East Peoria** **IL** **61611**  
 \_\_\_\_\_  
 Page 5 of 6 **KMS** Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_  
 Property Address





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

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

**DATE:** May 27, 2020

**SUBJECT:** Resolution Committing Local Funds for Rebuild Illinois Public Infrastructure grant.

**BACKGROUND:** This grant requires a very quick turnaround and is due by June 15<sup>th</sup>. One of the requirements is to provide an opportunity for public input. The public hearing covers this base and this resolution addresses another. The goal is be awarded \$500,000 for the Altorfer improvement and have City funds augment the rest of the project. The amount request is for the minimum award available, but staff believes this request along with the offer to supplement a portion of the project – plus being shovel-ready as bids for the work are to be opened this Thursday – should all play to the City’s benefit.

**RECOMMENDATION:** Approval, as presented.

**RESOLUTION NO. 2021-013**

**East Peoria, Illinois**

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

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

**RESOLUTION COMMITTING LOCAL FUNDS FOR  
REBUILD ILLINOIS PUBLIC INFRASTRUCTURE GRANT**

**WHEREAS**, the City Council of the City of East Peoria, Illinois (the "City"), has taken action to submit a competitive public infrastructure application under the Rebuild Illinois grant program; and

**WHEREAS**, the City has identified the project to reconstruct and improve Altorfer Lane as an important and necessary infrastructure project for City (the "Project"), and the Project is "shovel ready" and awaiting the necessary funding; and

**WHEREAS**, receipt of Rebuild Illinois grant assistance is essential to allow the City to undertake the Project to reconstruct Altorfer Lane; and

**WHEREAS**, the City has held a public hearing on seeking grant funding under the Rebuild Illinois program for the Project after proper publication of a hearing notice; and

**WHEREAS**, criteria under the Rebuild Illinois grant are such that financial participation by the City, as the grantee, is required in conjunction with Rebuild Illinois funds; and

**WHEREAS**, the City has certain monies allocated for the Project with cash on hand, as needed;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT** the City does hereby commit funds of \$143,500 for the Project from the City's general revenue fund for use in conjunction with a Rebuild Illinois Public Infrastructure Grant, as such funds equal 22.2% of the estimated total Project cost of \$643,500.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



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:** May 29, 2020

**RE: Separation Agreement**

**DISCUSSION:**

John Harris retired after serving the City of East Peoria for 22 years effective at the end of the day on May 15, 2020.

The attached Separation Agreement outlines that Mr. Harris is asking to be paid out 110 compensable hours.

**RECOMMENDATION:**

I recommend approving the attached Separation Agreement and paying Mr. Harris in one (1) installment of \$4,268.00 on or before June 15, 2020.

Attachment

RESOLUTION NO. 2021-012

EAST PEORIA, ILLINOIS

June 2, 2020

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

**WHEREAS**, John Harris has been continuously employed by the City from February 1, 1998 through May 15, 2020, most recently occupying the position of Foreman in the Streets Department;

**WHEREAS**, John Harris 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 John Harris; 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: John Harris  
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 the day on May 15, 2020. Further, you have decided to use paid time off for all your workdays beginning on May 4, 2020 through your retirement date on May 15, 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	80 hrs.	80 hrs.
Sick Leave	30 hrs.	30 hrs.
Earned Time-Off (ETO)	0	0
Accrued Holiday	0	0
Other _____	0	0

Total Compensable Hours 110 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 \$38.80 per hour 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 one (1) installment of \$4,268 on or before June 15, 2020 totaling \$4,268. 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**

John LeRoy HARRIS JR.

Full Name of Employee (Please type or print)

5/5/20

Date

I hereby resign as an employee of the City of East Peoria (the "City") effective at the end of the day on MAY 15 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

5/5/28

Approved and Accepted:

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_

**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: May 21, 2020  
SUBJECT: Vehicle Sale

**DISCUSSION:** Attached is an inventory of 6 vehicles, highlighted in yellow, which are no longer required by the fire department for our daily operations. We anticipate using GovDeals.com or another commonly accepted method of selling or auctioning off the vehicles. We will be applying a minimum reserve dollar amount on each vehicle. The reserve will be set by three independent parties and will be no less than 10% below NADA or Kelly Blue Book values for each vehicle to ensure that the sale price is fair to both the City and the party wishing purchasing the vehicles.

**RECOMMENDATION: Approval the resolution authorizing the sale of the vehicles as listed.**

cc: Director of Finance Jeff Becker  
City Clerk Morgan Cadwalader

**ORDINANCE NO. 4503**

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY  
IN THE POSSESSION OF THE EAST PEORIA FIRE DEPARTMENT**

**WHEREAS**, the City's Fire Department is in possession of various used vehicles identified at "Exhibit A", attached hereto and incorporated herein by reference (the "Excess Vehicles"); and

**WHEREAS**, the Fire Department has determined that the Excess Vehicles are no longer useful for City operations by either the Fire Department or any other City departments, and are therefore surplus City property; and

**WHEREAS**, retaining the Excess Vehicles is not necessary or useful to or in the best interests of the City;

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

**Section 1.** The Fire Chief in consultation with the Mayor is hereby authorized and directed to sell the Excess Vehicles under such terms and conditions as he deems appropriate with or without advertising the sale.

**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

## EXHIBIT A

### City of East Peoria Vehicle Disposal List (Fire Department)

- [FD4] 1998 Chevy K2500 Pickup Truck (U-1) – VIN: 1GCGK29RXWE147217
- [FD7] 2002 Chevy Impala (school vehicle) – VIN: 2G1WF55KX29360457
- [FD9] 2006 Dodge Magnum (Former C-1) – VIN: 204EV47V26H374329
- [FD12] 2009 Ford Expedition (Reserve B-1) – VIN: 1FMFU16559EB27104
- [FD14] 2015 Ford Explorer (C-2) – VIN: 1FM5K8AROFGA57595
- [FD16] 2016 Ford F250 Diesel/Crew (C-1) – VIN: 1FT7W2BTXGED40804