

**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 16, 2020  
6:00 P.M.**

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**This meeting will be held with in-person attendance and comments by the public.**

**However, due to COVID-19, members of the public who attend the meeting must follow social distancing guidelines.**

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**DATE: JUNE 16, 2020  
TIME: 6:00 P.M.  
COMMISSIONER HILL**

**MAYOR KAHL  
COMMISSIONER DECKER  
  
COMMISSIONER MINGUS  
COMMISSIONER SUTHERLAND**

**1. CALL TO ORDER:**

**2. ROLL CALL:**

**3. INVOCATION:**

**4. PLEDGE TO THE FLAG:**

**5. APPROVAL OF MINUTES:**

- 5.I. Motion to approve the minutes of the Regular Meeting held on June 2, 2020 and the minutes of the Public Hearing held on June 2, 2020.

Documents:

[2020.06.02 MINUTES.PDF](#)  
[MINUTES-PUBLIC HEARING 06-02-2020 \(REBUILD ILLINOIS PUBLIC INFRASTRUCTURE FAST TRACK GRANT\).PDF](#)

**6. COMMUNICATIONS:**

- 6.I. Proclamation by Mayor Kahl regarding 4th of July Celebration and Observance.

Documents:

[4TH OF JULY PROCLAMATION 2020.PDF](#)

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

**8. COMMISSIONER HILL:**

- 8.I. Adoption of Resolution Number 2021-017 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 3 in the amount of \$1,278,307.70.

Documents:

[RESOLUTION NUMBER 2021-017.PDF](#)

- 8.II. Adoption of Ordinance Number 4504 on its Second Reading – (AN ORDINANCE ACCEPTING BID FOR SALE OF CITY-OWNED SURPLUS REAL ESTATE LOCATED AT 136 JOHNSON STREET).

Documents:

[ORDINANCE NUMBER 4504 - SECOND READING.PDF](#)

- 8.III. Adoption of Ordinance Number 4505 on its Second Reading – (AN ORDINANCE PROVIDING FOR THE SALE OF EXCESS CITY PROPERTY AT 232 EVERETT STREET).

Documents:

[ORDINANCE NUMBER 4505 - SECOND READING.PDF](#)

- 8.IV. Approval of Ordinance Number 4502 – (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 270 S. MAIN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS). - Special Use to allow additional and overflow parking and vehicle display for his used car dealership on property zoned "B-3, Business Service District".

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

Documents:

[ORDINANCE NUMBER 4502.PDF](#)

- 8.V. Approval of Ordinance Number 4507 – (AN ORDINANCE AUTHORIZING ADDITIONAL AMENDMENT TO CONDITIONS IMPOSED ON THE SPECIAL USES PREVIOUSLY GRANTED FOR PROPERTY AT 1109 E. WASHINGTON STREET IN THE CITY OF EAST PEORIA). - Further amendment of the conditions imposed on the use of the Property regarding the number of used vehicles offered for sale on the Property and the number of U-Haul vehicles offered for rent on the Property.

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

Documents:

[ORDINANCE NUMBER 4507.PDF](#)

- 8.VI. Approval of Ordinance Number 4506 - (AN ORDINANCE PROVIDING FOR THE SALE OF EXCESS CITY PROPERTY AT 215 S. PLEASANT HILL ROAD).  
To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NUMBER 4506.PDF](#)

- 8.VII. Approval of Resolution Number 2021-019 – Resolution approving Settlement Agreement with Gulfview Management LLC regarding property located at 403 Circuit Court in East Peoria.  
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-019.PDF](#)

- 8.VIII. Approval of Resolution No. 2021-015 - Resolution approving Laserfiche Software Licensing Renewal for the City with R&D Computer Systems, LLC in the amount of \$12,814.75.  
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-015.PDF](#)

- 8.IX. Approval of Resolution Number 2021-021 – Resolution approving Microsoft Licensing Subscription Renewal for the City.  
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-021.PDF](#)

- 8.X. Approval of Resolution Number 2021-018 – Resolution Approving Contract with Optimum Health Solutions for Assisting with the Employee Wellness Program.  
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-018.PDF](#)

- 8.XI. Adoption of Resolution Number 2021-020 – Resolution Establishing Parameters for Delivery and Carry Out of Mixed Drinks by Liquor License Holders During the COVID-19 Pandemic Period.

Documents:

[RESOLUTION NUMBER 2021-020.PDF](#)

- 8.XII. Approval of Ordinance Number 4508 – (AN ORDINANCE FURTHER AMENDING AND ENHANCING THE SEXUAL HARASSMENT POLICY IN THE CITY OF EAST PEORIA PERSONNEL POLICY MANUAL).  
To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NUMBER 4508.PDF](#)

**9. COMMISSIONER DECKER:**

- 9.I. Approval of Resolution Number 2021-016 - Resolution accepting low bid from Otto Baum Company, Inc. for the Altorfer Lane Reconstruction Project in the amount of \$468,443.11.  
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-016.PDF](#)

**10. COMMISSIONER SUTHERLAND:**

- 10.I. Approval of Resolution Number 2021-005 – Resolution Accepting Change Order for City's Sanitary Sewer System Upgrade Project (Phases A – C Construction Project) (Change Order #4).  
To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-005.PDF](#)

**11. COMMISSIONER MINGUS:**

- 11.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](#)

**12. MAYOR KAHL:**

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

14. **COMMENTS FROM COUNCIL:**

14.I. COMMISSIONER DECKER:

14.II. COMMISSIONER HILL:

14.III. COMMISSIONER SUTHERLAND:

14.IV. COMMISSIONER MINGUS:

14.V. MAYOR KAHL:

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

16. **MOTION TO ADJOURN:**

17. **/S/ Morgan R. Cadwalader**

City Clerk, Morgan R. Cadwalader  
Dated and Posted: June 12, 2020

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

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

**JUNE 2, 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.

**PUBLIC HEARING:**

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

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that the City Council recess the Regular Meeting to hold a public hearing.

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

Nays: None

Mayor Kahl declared the motion carried and the Regular Meeting recessed to hold a public hearing at 6:01 P.M.

Mayor Kahl called the Public Hearing to order with proper notice having been given.

Those present were the following: Mayor John P. Kahl, Commissioner Daniel S. Decker, Commissioner Mark E. Hill, Commissioner Seth D. Mingus, and Commissioner Michael L. Sutherland.

Absent: None.

Mayor Kahl explained the public hearing is on THE REBUILD ILLINOIS FAST-TRACK PUBLIC INFRASTRUCTURE GRANT APPLICATION FOR ALTORFER LANE RECONSTRUCTION. 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 turned the discussion over to Director of Planning and Community Development, Ty Livingston.

Director Livingston explained that the REBUILD ILLINOIS FAST-TRACK PUBLIC INFRASTRUCTURE GRANT is a cut out of a larger grant that was just announced in the middle of May and public input is a part of this process. Director Livingston explained the amount of the grant money available across the state is \$25,000,000. He explained that he has heard that the State is no longer taking application; however, the City has done the legwork for the application and will proceed with the application. The grant funding being requested is \$500,00 with the City's local funding commitment being \$143,500. The total project cost is \$643,500. This application is for an improvement to Alorfer Lane that is north from the Jimmy Johns. There was a temporary road created fifteen plus years ago; however, there has been no permanent road. The project will benefit the current sizable amount of development in the area and the new development that includes a new hotel. Currently, two hotels, Kohls, and Enercon Engineer all utilize the road temporary road and will benefit from the permanent road. There is a \$20 million hotel planned to open next year that will benefit from this project as well. The future impact is great because there is developable area north of I-74, and there is underpass at the end of this stretch of roadway improvement. While this improvement does not get to the underpass point, it is a great jump-off point for future development.

Director Livingston discussed the project activities. The project activities/improvements planned include a new roadway with storm sewer, curb and gutter, as well as some landscaping to improve the overall visibility. Landscaping improvements and sidewalks will be done by the hotel developer on the east side of the road. Director Livingston feels that we have a strong application. \$500,000 is the minimum that can be asked for. The City is also providing greater than 20% toward the project in the amount of \$143,500.00. If the grant is received, it will free up resources for other projects. The City is optimistic about the project.

Commissioner Decker explained that he is excited that the City is in the running for the application. He feels that the city is in good standing since the city is ready with this project.

Mayor Kahl asked for any comments from the audience Zoom meeting to raise their hand to be heard. The City Clerk explained how to raise your hand to make public comments by pressing \*9 to raise their hand on the telephone or click the raise your hand button online. Director Livingston explained that the application was available online and at City Hall prior to the public hearing and individuals were able to make comments before the public hearing as well. Director Livingston explained that he did not receive any comments prior to the public hearing.

There was no response with public comments via Zoom meetings.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that to adjourn the Public Hearing and reconvene the Regular Meeting.

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

Nays: None

Mayor Kahl declared the motion carried and the Regular Meeting reconvened at 6:08 P.M

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on May 19, 2020 and the minutes of the Special Meeting held on May 26, 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 June 14, 2020 as "Flag Day" and June 14-20, 2020 as "National Flag Week".

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

Mayor Kahl explained that Ordinance Number 4503 has been pulled from the agenda for further consideration.

**CONSENT AGENDA ITEMS BY OMNIBUS VOTE:**

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

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move to adopt a consent agenda consisting of items numbered 1 through 4 as listed on the agenda for this meeting to be considered by omnibus vote.

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.

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.

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.

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.

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 4 listed on the Consent Agenda be hereby approved and adopted, the items numbered 2 through 4 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 2021-014 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 2 in the amount of \$3,634,795.87. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

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

Nays: None.

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

Resolution No. 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 hereby approved. Mr. Mayor, I move you that this Resolution No. 2021-008 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that this is an opportunity for the City to work with a great developer. The project is intended to compliment the Levee District. The original Levee District plan was to have residential development in the area. Commissioner Decker explained that he has received nothing but positive comments on the proposed development, and Commissioner Sutherland expressed his excitement on the development being a great thing for the City.

Mayor Kahl thanked City Attorney Dennis Triggs and Director of Planning and Community Development, Ty Livingston, for their work on the development agreement and explained that this is the first step of the project.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-008 be duly adopted as presented.

Resolution No. 2021-010 by Commissioner Hill; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS, THAT the reappointment of Tami Meischner 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.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move that Resolution No. 2021-010 be adopted as presented.

Commissioner Hill explained that resolution and appointment and thanked Ms. Meischner for her service. Mayor Kahl thanked Ms. Meischner for her service and Director of the East Peoria Housing Authority, LaToya Brown, for the recommendation to reappoint.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-010 be duly adopted as presented.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4504 hereto attached, (AN ORDINANCE ACCEPTING BID FOR SALE OF CITY-OWNED SURPLUS REAL ESTATE LOCATED AT 136 JOHNSON STREET) 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 was a sealed bid process that occurred at the last City Council meeting, and the bid amount was for \$3,800 with the purchaser being Angela Seeberg, This property will be included with the property owner next door.

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. 4505 hereto attached, (AN ORDINANCE PROVIDING FOR THE SALE OF EXCESS CITY PROPERTY AT 232 EVERETT STREET) 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 resolution is for the sale of excess property owned by the City and that the offer came in for \$5,000 plus closing costs which meets the 80% value of the appraisal value.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-013 by Commissioner Hill; 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.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 2021-013 be adopted as presented.

Commissioner Hill explained the resolution and grant. The hearing earlier in the meeting was for this grant application that is based on a total project estimate of \$643,500. The bid opening for the project is scheduled for Thursday which will reveal more accurate numbers.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-013 be duly adopted as presented.

Resolution No. 2021-012 by Commissioner Decker; 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.

Motion by Commissioner Decker, seconded by Commissioner Mingus; Mr. Mayor, I move that Resolution No. 2021-012 be adopted as presented.

Commissioners thanked John Harris for his work with the City at EastSide Centre and in Public Works; wished him well on his retirement; and commented on his role in ABATE as legislative chair and work done for that organization. Mayor Kahl thanked Mr. Harris for his 22 years of service, his candor, and wished him well in his retirement. Mayor Kahl explained the payout to Mr. Harris that includes one payout in the amount of \$4,268 on or before June 15, 2020.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-012 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.

Bob Jorgensen raised his hand via Zoom to comment. He thanked City staff for their response to his inquiries on various items, including vehicle fuel usage. Mr. Jorgensen explained that recycling is important; he hopes that it is still on the Council Members' minds; and he hopes that we can get recycling restarted again. He reminded everyone that no-idling is a good program and would be a good program, especially for Public Works. Mr. Jorgensen feels that it would also be a good program for Police and Fire. He explained G&D Integrated Trucking has an expert that is willing come to speak with City Council and explain how successful the no-idling program is to their business.

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

Mayor Kahl then asked for comments from Council.

Commissioner Decker spoke about recycling. He explained that recycling has not been forgotten; he is meeting tomorrow morning regarding recycling; he feels there will be something in place regarding recycling as soon as they can do so; there have been offers about a drop off facility; and the city needs to make sure that it does not violate current contracts in place. He commented on the Vietnam Wall that is still scheduled September 23-27, 2020 with plans for an opening ceremony and events in the evenings and on weekends to have families to enjoy the wall. However, we need to be alert with things that need to be done as a result of COVID-19, such as social distancing. The Vietnam Memorial Wall event will allow people to enjoy the wall and show honor to those who lost their lives in the Vietnam War. Commissioner Decker commented on the budget issues with COVID-19. He explained that Mr. Floyd's death is terrible and should never happen. He commented on George Floyd's brother and George Floyd not liking the violence that is occurring. He thanked the Police for keeping the City safe. He encouraged people to protest peacefully. He commented on looting. He encouraged people to get involved to make changes and asked people to point out those that are looting.

Commissioner Hill expressed condolences and prayers to George Floyd's family and explained that changes need to happen with police brutality. He feels that the looting and rioting are criminal, as is the threatening of officers. He feels that there is a criminal element that is taking away from the real meaning of the protests. He commented on the peaceful rally and that the individuals at the peaceful rally are condemning the actions of those that are rioting and looting. He feels disappointed for the businesses that are boarding up their windows. He thanked the Police Officers and Firefighters for their work. Commissioner Hill expressed kudos to the we matter movement. He commented on COVID-19 and other municipalities discussing about their budget struggles and trying to figure out how to deal with budget shortfalls. He thanked the City Department Heads, Commissioners and Mayor for the help in the budget discussed and made with budget reductions earlier. He explained that Friday is the first Farmer's Market from 4:00 pm -7:00 pm, and he hopes to see people come down with social distancing. The Duck Race is coming up on August 29 and sales have begun with the sales being totally digital this year.

Commissioner Mingus expressed condolences to the family of George Floyd. He expressed appreciation to individuals taking advantage of their fundamental right to assemble and voice their opinion. However, destroying property is not a fundamental right. He explained that it is difficult to explain to his children seeing businesses being boarded up. He commented on the Peoria press conference where community members expressed assembling being ok but property destruction as not being ok. He thanked the Police and Fire Departments and the additional ten communities that helped the City out since Saturday evening.

Commissioner Sutherland explained that he has had calls regarding recycling from residents that he will call soon. He commented on the looting and burning where there has been destruction of private property. He explained that he feels that looting and burning is illegal. He explained that he proud to have Mayor Kahl as a leader in the COVID-19 stance.

Mayor Kahl thanked the City Council for moving forward and for their stance on the COVID-19 situation. He thanked the other local public safety departments that had a quick response in aiding East Peoria to prevent property damage on Saturday evening. He thanked several departments including East Peoria Police Department, Fondulac Park District Police, Tazewell County Sherriff's Department, Illinois State Police Department, Peking Police Department, Morton Police Department, Creve Coeur Police Department, Marquette Heights Police Department, North Pekin Police Department, Peoria Police Department, and the TC3 dispatchers. He explained that they all have done an extraordinary job. He explained that the police presence will continue as the city needs to keep the community safe. He commented on what happened to George Floyd as being unacceptable and despicable. He does not like to see law enforcement as a whole be lumped together for the actions of a select few. He explained that the peaceful protest and everyone was supportive. There is a difference between those protesting peacefully and those that are looting and destroying things throughout the community. Do not judge other police officers for the despicable actions of a select few. Our commitment to the citizens is to keep the community safe at all costs. He thanked the Commissioners, Police and Fire and all staff. This is a concerted effort from a lot of different entities to keep the community.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, June 16, 2020 at 6:00 P.M.

Mayor Kahl explained that it is the unanimous decision to go back the City Council meeting regular format at its June 16, 2020 meeting.

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

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 6:56 P.M.

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

**MINUTES  
PUBLIC HEARING  
CITY COUNCIL OF THE CITY OF EAST PEORIA, IL**

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

**JUNE 2, 2020**

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that the City Council recess the Regular Meeting to hold a public hearing.

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

Nays: None

Mayor Kahl declared the motion carried and the Regular Meeting recessed to hold a public hearing at 6:01 P.M.

Mayor Kahl called the Public Hearing to order with proper notice having been given.

Those present were the following: Mayor John P. Kahl, Commissioner Daniel S. Decker, Commissioner Mark E. Hill, Commissioner Seth D. Mingus, and Commissioner Michael L. Sutherland.

Absent: None.

Mayor Kahl explained the public hearing is on THE REBUILD ILLINOIS FAST-TRACK PUBLIC INFRASTRUCTURE GRANT APPLICATION FOR ALTORFER LANE RECONSTRUCTION. 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 turned the discussion over to Director of Planning and Community Development, Ty Livingston.

Director Livingston explained that the REBUILD ILLINOIS FAST-TRACK PUBLIC INFRASTRUCTURE GRANT is a cut out of a larger grant that was just announced in the middle of May and public input is a part of this process. Director Livingston explained the amount of the grant money available across the state is \$25,000,000. He explained that he has heard that the State is no longer taking application; however, the City has done the legwork for the application and will proceed with the application. The grant funding being requested is \$500,00 with the City's local funding commitment being \$143,500. The total project cost is \$643,500. This application is for an improvement to Alorfer Lane that is north from the Jimmy Johns. There was a temporary road created fifteen plus years ago; however, there has been no permanent road. The project will benefit the current sizable amount of development in the area and the new development that includes a new hotel. Currently, two hotels, Kohls, and Enercon Engineer all utilize the road temporary road and will benefit from the permanent road. There is a \$20 million hotel planned to open next year that will benefit from this project as well. The future impact is great because there is developable area north of I-74, and there is underpass at the end of this stretch of roadway improvement. While this improvement does not get to the underpass point, it is a great jump-off point for future development.

Director Livingston discussed the project activities. The project activities/improvements planned include a new roadway with storm sewer, curb and gutter, as well as some landscaping to improve the overall visibility. Landscaping improvements and sidewalks will be done by the hotel developer on the east side of the road. Director Livingston feels that we have a strong application. \$500,000 is the minimum that can be asked for. The City is also providing greater than 20% toward the project in the amount of \$143,500.00. If the grant is received, it will free up resources for other projects. The City is optimistic about the project.

Commissioner Decker explained that he is excited that the City is in the running for the application. He feels that the city is in good standing since the city is ready with this project.

Page 2

Mayor Kahl asked for any comments from the audience Zoom meeting to raise their hand to be heard. The City Clerk explained how to raise your hand to make public comments by pressing \*9 to raise their hand on the telephone or click the raise your hand button online. Director Livingston explained that the application was available online and at City Hall prior to the public hearing and individuals were able to make comments before the public hearing as well. Director Livingston explained that he did not receive any comments prior to the public hearing.

There was no response with public comments via Zoom meetings.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that to adjourn the Public Hearing and reconvene the Regular Meeting.

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

Nays: None

Mayor Kahl declared the motion carried and the Regular Meeting reconvened at 6:08 P.M.

# The City of East Peoria



## Proclamation

**WHEREAS**, the citizens of this nation live in freedom won through the great sacrifice and many tribulations which have provided the foundation for a free, prosperous, and independent life; and

**WHEREAS**, each generation, in turn, must work to maintain this freedom, otherwise through carelessness or indifference, the rights and liberties enjoyed may vanish; and

**WHEREAS**, it is fitting and proper to recognize this freedom and to honor the nation which provides it; and

**NOW, THEREFORE, I, JOHN P. KAHL**, Mayor of the City of East Peoria, Illinois urge all citizens to express gratitude for the privilege of American citizenship with appropriate celebrations and observances on the Fourth of July – Independence Day

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of East Peoria to be affixed this 16<sup>th</sup> day of June 2020.



*John P. Kahl*

MAYOR

*Morgan R. Cadwalader*

ATTEST:

CITY CLERK

RESOLUTION NO. 2021-014

June 16, 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. 3 BE ALLOWED. MR. MAYOR,  
I MOVE THAT THE CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE ORDERS ON  
THE TREASURER FOR THE VARIOUS AMOUNTS, TOTALING \$1,278,307.70  
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 06/15/2020

| ACCOUNT #   | VENDOR NAME                 | DESCRIPTION OF PURCHASE        | AMOUNT    |
|-------------|-----------------------------|--------------------------------|-----------|
| 01-01-1-100 | OFFICE DEPOT                | LAMINATION REFILL              | 4.70      |
| 01-01-3-070 | STEVE WOODY                 | POLYGRAPH                      | 150.00    |
|             | IWIRC                       | PHYSICAL EXAM                  | 1,906.75  |
| 01-01-4-100 | OFFICE DEPOT                | LAMINATION REFILL              | 2.82      |
| 01-01-5-100 | OFFICE DEPOT                | LAMINATION REFILL              | 9.40      |
| 01-02-0-040 | MORTON COMMUNITY BANK       | HDHP/HSA                       | 150.00    |
|             | STANDARD INSURANCE COMPANY  | GROUP LIFE INSURANCE           | 4,326.20  |
|             | CONSOCIATE GROUP            | GROUP INSURANCE                | 43,981.21 |
|             |                             | ADMIN FEES                     | 8,771.74  |
| 01-02-0-070 | FIVE STAR WATER             | COFFEE                         | 42.45     |
| 01-02-0-100 | OFFICE DEPOT                | LAMINATION REFILL              | 7.05      |
| 01-03-0-004 | TAZEWELL COUNTY             | DIGITAL ORTHOPHOTOGRAPHY       | 7,524.00  |
| 01-03-0-035 | JOURNAL STAR                | LEGAL NOTICE                   | 71.76     |
|             |                             | LEGAL NOTICE                   | 95.16     |
| 01-03-0-069 | BILLY WASHBURN              | ENTERTAINMENT                  | 100.00    |
|             | CHUCK TUCKER                | ENTERTAINMENT                  | 100.00    |
| 01-03-0-100 | OFFICE DEPOT                | LAMINATION REFILL              | 18.81     |
| 01-03-0-128 | CLOUDPOINT GEOGRAPHICS      | GIS DATA MAINTENANCE           | 131.25    |
| 01-04-0-110 | CINTAS CORPORATION          | MATS                           | 72.07     |
|             |                             | VM UNIFORMS & TOWELS           | 156.45    |
| 01-05-0-019 | BAYNARD PLUMBING            | PLUMBING INSPECTIONS           | 392.50    |
|             | SAFETY FIRST                | LIFE SAFETY INSPECTIONS        | 50.00     |
|             | RICHARD YOUNG               | ELECTIRCAL INSPECTIONS         | 1,356.00  |
| 01-05-0-020 | ENTEC                       | SUPPORT/MAINTENANCE AGREEMENT  | 1,128.00  |
| 01-05-0-045 | AMEREN ILLINOIS             | 5/20 POWER-CITY BUILDINGS      | 1,886.67  |
|             | CONSTELLATION NEW ENERGY    | 5/20 GAS-CITY BUILDINGS        | 668.56    |
| 01-05-0-050 | LOWES HOME IMPROVEMENT      | LUMBER, FURRING STRIP          | 9.47      |
|             |                             | ACRYLIC SHEETS                 | 67.40     |
|             |                             | RETURN                         | -6.64     |
| 01-05-0-051 | LOWES HOME IMPROVEMENT      | SCREWDRIVER BIT SET            | 5.69      |
|             |                             | LIGHT SOCKET                   | 13.20     |
|             | SHERWIN-WILLIAMS            | PAINT, TAPE                    | 27.30     |
|             | SPRINGFIELD ELECTRIC SUPPLY | METER REPLACEMENT              | 346.09    |
|             |                             | REPLACEMENT BALLAST            | 151.50    |
| 01-05-0-070 | TAZEWELL COUNTY TREASURER   | IST INSTALLMENT-SPRINGFIELD RD | 1,733.54  |
|             |                             | IST INSTALLMENT-VICTOR ST      | 1,343.60  |
| 01-05-0-100 | OFFICE DEPOT                | LAMINATION REFILL              | 23.51     |
| 01-05-0-121 | THE HOME DEPOT PRO          | PAPER PRODUCTS, HANDWASH       | 129.76    |
| 01-06-0-020 | HEART TECHNOLOGIES, INC     | 6/20 BACKUP AGREEMENT          | 1,650.00  |
|             |                             | 6/20 INTERNET GATEWAY          | 450.00    |
|             |                             | 6/20 ADMIN SERVICES            | 10,450.00 |
| 01-06-0-045 | COMCAST                     | MONLTHY CABLE/INTERNET         | 195.16    |
|             | I3 BROADBAND                | MONTHLY CABLE/INTERNET         | 949.98    |
|             | TOUCHTONE COMMUNICATIONS    | 5/20 LONG DISTANCE             | 61.46     |
| 01-06-0-047 | SHI INTERNATIONAL CORP      | CLOUD SUBSCRIPTION             | 948.00    |
| 01-06-0-048 | CDS OFFICE TECHNOLOGIES     | CH COPY CHARGES                | 162.02    |
|             |                             | PW COPY CHARGES                | 105.65    |

DATE: 06/11/20  
TIME: 16:41:20  
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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME             | DESCRIPTION OF PURCHASE | AMOUNT    |
|-------------|-------------------------|-------------------------|-----------|
| 01-06-0-048 | CDS OFFICE TECHNOLOGIES | PD COPY CHARGES         | 44.26     |
| 01-06-0-100 | OFFICE DEPOT            | LAMINATION REFILL       | 4.70      |
|             |                         |                         | -----     |
|             |                         | DEPARTMENT TOTAL:       | 91,969.20 |
|             |                         |                         | =====     |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

EMERGENCY SERV & DISASTER AST  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                | DESCRIPTION OF PURCHASE      | AMOUNT   |
|-------------|----------------------------|------------------------------|----------|
| 02-00-0-051 | OFFICE DEPOT               | WIRELESS MOUSE               | 14.99    |
|             |                            | CREDIT-RETURN                | -14.99   |
|             | RAGAN COMMUNICATIONS, INC. | TORNADO SIREN SPEAKER REPAIR | 1,565.00 |
|             |                            |                              | -----    |
|             |                            | DEPARTMENT TOTAL:            | 1,565.00 |
|             |                            |                              | =====    |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE     | AMOUNT   |
|-------------|--------------------------------|-----------------------------|----------|
| 03-00-0-020 | LIBERTY TERMITE & PEST CONTROL | PEST CONTROL                | 39.00    |
| 03-00-0-026 | RAY DENNISON CHEVROLET INC.    | AMMUNITION                  | 115.00   |
| 03-00-0-030 | ENTENMANN ROVIN COMPANY        | BADGES                      | 675.50   |
| 03-00-0-035 | COMCAST                        | MONTHLY CABLE/INTERNET      | 5.97     |
| 03-00-0-045 | AMEREN ILLINOIS                | 5/20 POWER-POLICE BUILDINGS | 146.03   |
|             | CONSTELLATION NEW ENERGY       | 5/20 GAS-POLICE BUILDINGS   | 105.41   |
| 03-00-0-052 | AUTOZONE COMMERCIAL            | DISC BRAKE CALIPER TOOL     | 60.00    |
|             |                                | CREDIT                      | -35.10   |
|             |                                | CREDIT                      | -31.99   |
|             |                                | KNOCK SENSOR                | 16.82    |
|             |                                | CREDIT                      | -16.82   |
|             |                                | SERPENTINE BELT             | 38.39    |
|             |                                | DUAL FAN ASSEMBLY           | 141.48   |
|             |                                | FUEL CAP, AIR FLOW SENSOR   | 69.27    |
|             |                                | BRAKE PADS                  | 35.99    |
|             |                                | AIR FLOW SENSOR             | 73.07    |
|             |                                | CREDIT-RETURN               | -55.49   |
|             |                                | BRAKE PADS, ROTORS          | 239.98   |
|             |                                | TIE ROD END                 | 36.66    |
|             | RAY DENNISON CHEVROLET INC.    | AUTO PARTS                  | 11.87    |
|             | GOODYEAR AUTO SERVICE CENTER   | VEHICLE MAINTENANCE         | 22.45    |
| 03-00-0-053 | SUPREME RADIO COMM, INC.       | RADIO REPAIR                | 385.00   |
|             |                                | RADIO REPAIR                | 385.00   |
| 03-00-0-072 | IL STATE POLICE                | FINGERPRINTING              | 28.25    |
|             |                                | FINGERPRINTING              | 28.25    |
| 03-00-0-121 | THE HOME DEPOT PRO             | CLEANING SUPPLIES           | 41.73    |
| 03-00-0-127 | TRITECH FORENSICS INC          | DRUG TEST KITS              | 129.90   |
| 03-00-0-183 | INTOXIMETERS INC               | SUPPLIES                    | 205.25   |
|             |                                | -----                       |          |
|             |                                | DEPARTMENT TOTAL:           | 4,051.87 |
|             |                                |                             | =====    |

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CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND  
 INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE       | AMOUNT    |
|-------------|--------------------------------|-------------------------------|-----------|
| 04-00-0-025 | DAN TURNER                     | TEST FEE REIMBURSEMENT        | 125.00    |
| 04-00-0-045 | CONSTELLATION NEW ENERGY       | 5/20 GAS-FIRE BUILDINGS       | 355.57    |
| 04-00-0-049 | IMAGETREND INC                 | ANNUAL FEE                    | 12,888.72 |
| 04-00-0-050 | LIBERTY TERMITE & PEST CONTROL | PEST CONTROL - ST 3 (5/19)    | 34.00     |
|             |                                | PEST CONTROL - ST 4 (5/19)    | 59.00     |
|             |                                | PEST CONTROL - CENTRAL (5/19) | 36.00     |
|             | LOWES HOME IMPROVEMENT         | DEGREASER, CAULK              | 29.33     |
|             |                                | ROOF SEALANT                  | 10.44     |
|             | THE HOME DEPOT PRO             | SOAP- CENTRAL                 | 41.73     |
|             |                                | DISINFECTANT, CLEANER - ST 3  | 26.16     |
|             |                                | TOWELS, DETERGENT - ST 3      | 269.33    |
|             |                                | TOWELS, FLOOR CLEANER - CNTRL | 230.28    |
|             |                                | BODY WASH - ST 4              | 91.20     |
| 04-00-0-052 | ARROW MANUFACTURING INC        | SIREN- P3                     | 613.00    |
|             | UFTRING CHRYSLER DODGE JEEP    | O-RING - P1                   | 35.76     |
|             | CENTRE STATE INTN'L TRUCKING   | NUTS, HEX BOLTS - E6          | 52.88     |
|             | E P TIRE & VULCANIZING         | TIRES - E4                    | 1,950.02  |
|             | TRUCK CENTERS INC              | BRAKE LIGHT SWITCH - P2       | 124.52    |
| 04-00-0-070 | BECKS FLORIST INC              | FUNERAL PLANT-TURNER          | 59.00     |
| 04-00-0-100 | OFFICE DEPOT                   | LABEL MAKER TAPE, PENS        | 53.37     |
| 04-00-0-127 | O'REILLY AUTO PARTS            | WD-40                         | 60.91     |
| 04-00-0-180 | AMBULANCE BILL OVERPAYMNT      | REFUND OVERPAYMENT            | 699.66    |
| 04-00-0-181 | EAGLE RECOVERY ASSOCIATES, INC | AMBULANCE COLLECTION SERVICES | 345.54    |
|             |                                | DEPARTMENT TOTAL:             | 18,191.42 |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

SOLID WASTE  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                  | DESCRIPTION OF PURCHASE  | AMOUNT    |
|-------------|------------------------------|--------------------------|-----------|
| 05-00-0-017 | WASTE MANAGEMENT             | SOLID WASTE TIPPING FEES | 25,868.99 |
| 05-00-0-052 | CENTRE STATE INTN'L TRUCKING | BRAKE DRUM, SHOE KIT     | 429.38    |
|             |                              | CORE RETURN              | -72.00    |
|             |                              | CORE RETURN              | -24.00    |
|             | E P TIRE & VULCANIZING       | TIRE REPAIR              | 461.40    |
|             |                              | RECAP & MOUNT            | 448.90    |
|             |                              |                          | -----     |
|             |                              | DEPARTMENT TOTAL:        | 27,112.67 |
|             |                              |                          | =====     |

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CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

STREET & BRIDGE FUND  
 INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE    | AMOUNT    |
|-------------|--------------------------------|----------------------------|-----------|
| 11-00-0-052 | AUTOZONE COMMERCIAL            | CREDIT-RETURN              | -35.98    |
|             |                                | CALIPERS, BRAKE PADS/HOSE  | 239.33    |
|             |                                | FUEL PRESSURE REGULATOR    | 51.56     |
|             |                                | BULBS                      | 18.48     |
|             |                                | EXHAUST CLAMP              | 13.27     |
|             | ALTORFER                       | CREDIT-RETURN              | -82.90    |
|             | CENTRE STATE INTN'L TRUCKING   | BRAKE DRUM, SHOE KIT       | 414.04    |
|             |                                | BRAKE DRUM, DUST SHIELD    | 386.16    |
|             |                                | BOLTS                      | 43.50     |
|             |                                | CORE RETURN                | -96.00    |
|             |                                | BUSHING                    | 155.96    |
|             | GLASS AMERICA LLC              | REAR WINDOW REPAIR         | 197.02    |
|             | VERIZON CONNECT NWF INC        | GPS FOR VEHICLES           | 246.75    |
|             | KEY EQUIPMENT COMPANY          | BELT, HARDWARE KIT         | 1,662.89  |
|             | MUTUAL WHEEL COMPANY           | CREDIT                     | -246.61   |
|             |                                | BRAKES, SLACK ADJ KIT      | 246.61    |
|             | O'REILLY AUTO PARTS            | REPAIR LINE, FUEL LINE     | 48.49     |
|             |                                | REPAIR LINE, FUEL FILTER   | 20.54     |
| 11-00-0-054 | LASER ELECTRIC INC             | W. WASHINGTON & FIRE HOUSE | 1,569.28  |
| 11-00-0-055 | CONTECH ENGINEERED SOLUTIONS   | STORM PIPE                 | 118.65    |
|             | UNITED READY MIX INC.          | CONCRETE                   | 207.00    |
| 11-00-0-056 | LASER ELECTRIC INC             | VARIOUS LIGHT REPAIRS      | 1,011.49  |
| 11-00-0-057 | LASER ELECTRIC INC             | VARIOUS LOCATES            | 641.14    |
| 11-00-0-061 | ALTORFER                       | HOSE-FLOOD CONTROL         | 265.25    |
|             |                                | PUMP, HOSE RENTAL          | 2,462.00  |
| 11-00-0-070 | LOWES HOME IMPROVEMENT         | WALL FAUCET                | 40.84     |
|             | TERMINAL SUPPLY CO             | COLLET                     | 93.94     |
| 11-00-0-160 | TAZEWELL COUNTY ASPHALT CO INC | BITUMINOUS SURFACE         | 3,122.25  |
|             |                                | -----                      |           |
|             |                                | DEPARTMENT TOTAL:          | 12,814.95 |
|             |                                |                            | =====     |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

MUNICIPAL AUDIT FUND  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                | DESCRIPTION OF PURCHASE | AMOUNT   |
|-------------|----------------------------|-------------------------|----------|
| 12-00-0-013 | THE HOWARD E NYHART CO INC | GASB 75 OPEB            | 2,265.00 |
|             |                            | DEPARTMENT TOTAL:       | 2,265.00 |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

STREET LIGHTING FUND  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME     | DESCRIPTION OF PURCHASE    | AMOUNT   |
|-------------|-----------------|----------------------------|----------|
| 16-00-0-046 | AMEREN ILLINOIS | 5/20 POWER-STREET LIGHTING | 7,851.85 |
|             |                 | DEPARTMENT TOTAL:          | 7,851.85 |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

WORKERS COMP & LIAB  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                 | DESCRIPTION OF PURCHASE | AMOUNT    |
|-------------|-----------------------------|-------------------------|-----------|
| 18-00-0-040 | IL COUNTIES RISK MANAGEMENT | WORKER'S COMPENSATION   | 22,329.00 |
|             |                             | PORPERTY & LIABILITY    | 58,950.63 |
|             |                             |                         | -----     |
|             |                             | DEPARTMENT TOTAL:       | 81,279.63 |
|             |                             |                         | =====     |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

EASTSIDE CENTRE  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                | DESCRIPTION OF PURCHASE  | AMOUNT   |
|-------------|----------------------------|--------------------------|----------|
| 21-01-0-020 | THYSSENKRUPP ELEVATOR CORP | ELEVATOR MAINTENANCE     | 569.98   |
| 21-01-0-033 | CONSTELLATION NEW ENERGY   | 5/20 GAS-ESC             | 82.16    |
| 21-01-0-036 | AMEREN ILLINOIS            | 5/20 POWER-ESC           | 23.39    |
| 21-01-0-050 | LOWES HOME IMPROVEMENT     | SCREWS, DRILL BIT        | 11.94    |
| 21-02-0-020 | THYSSENKRUPP ELEVATOR CORP | ELEVATOR MAINTENANCE     | 569.97   |
| 21-02-0-033 | CONSTELLATION NEW ENERGY   | 5/20 GAS-ESC             | 82.15    |
| 21-02-0-036 | AMEREN ILLINOIS            | 5/20 POWER-ESC           | 23.39    |
| 21-02-0-050 | GRAINGER INC.              | PUSH-BUTTON ASSEMBLY     | 61.67    |
|             | LOWES HOME IMPROVEMENT     | ELECTRICAL OUTLET        | 8.49     |
| 21-02-0-070 | DANIAL MAHRT               | MEMBERSHIP REIMBURSEMENT | 90.00    |
|             | JERRY VOELKER              | MEMBERSHIP REIMBURSEMENT | 154.00   |
| 21-03-0-030 | AMEREN ILLINOIS            | 5/20 POWER-ESC           | 503.70   |
| 21-03-0-032 | AMEREN ILLINOIS            | 5/20 POWER-ESC           | 58.44    |
| 21-03-0-034 | AMEREN ILLINOIS            | 5/20 POWER-ESC           | 227.98   |
| 21-03-0-035 | AMEREN ILLINOIS            | 5/20 POWER-ESC           | 210.49   |
| 21-03-0-036 | AMEREN ILLINOIS            | 5/20 POWER-ESC           | 23.39    |
| 21-03-0-050 | MENARDS-WASHINGTON         | FILTER                   | 8.38     |
| 21-03-0-201 | MORTON COMMUNITY BANK      | ESC BACKHOE INTEREST     | 63.38    |
| 21-03-0-231 | MORTON COMMUNITY BANK      | ESC BACKHOE PRINCIPAL    | 1,512.02 |
|             |                            |                          | -----    |
|             |                            | DEPARTMENT TOTAL:        | 4,284.92 |
|             |                            |                          | =====    |

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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

HOTEL-MOTEL TAX  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE      | AMOUNT   |
|-------------|--------------------------------|------------------------------|----------|
| 23-00-0-070 | ST JUDE RUN                    | SANTA BREAKFAST              | 282.00   |
| 23-00-0-074 | AMEREN ILLINOIS                | 5/20 POWER-FOL               | 181.10   |
| 23-00-0-150 | AMEREN ILLINOIS                | 5/20 POWER-WW                | 413.04   |
| 23-00-0-151 | AMEREN ILLINOIS                | 5/20 POWER-FESTIVAL BUILDING | 120.47   |
|             | CONSTELLATION NEW ENERGY       | 5/20 GAS-FESTIVAL BUILIDING  | 196.40   |
| 23-00-0-153 | LOWES HOME IMPROVEMENT         | MORTAR MIX                   | 5.42     |
|             |                                | CONCRETE MIX                 | 51.68    |
|             |                                | POST HOLE DIGGER, CONCRETE   | 77.69    |
|             |                                | ACETONE                      | 64.52    |
|             | PEORIA BRICK & TILE COMPANY    | RIVERFRONT WAR MEMORIAL      | 266.80   |
|             | PEORIA CONCRETE CONST CO       | RIVERFRONT WAR MEMORIAL      | 3.31     |
|             | S&G DECORATICE CONCRETE SUPPLY | RIVERFRONT WAR MEMORIAL      | 460.99   |
| 23-00-0-182 | GRAYBAR ELECTRIC COMPANY       | ELECTRICAL UPGRADE           | 2,660.98 |
| 23-00-0-183 | SHI INTERNATIONAL CORP         | CLOUD SUBSCRIPTION           | 948.00   |
|             |                                |                              | -----    |
|             |                                | DEPARTMENT TOTAL:            | 5,732.40 |
|             |                                |                              | =====    |

APPROVED FOR PAYMENT BY:

DATE: 06/11/20  
TIME: 16:41:20  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

CAMP STREET TIF  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME               | DESCRIPTION OF PURCHASE  | AMOUNT     |
|-------------|---------------------------|--------------------------|------------|
| 25-00-0-073 | TAZEWELL COUNTY TREASURER | IST INSTALLMENT-BASS PRO | 219,068.87 |
|             |                           | IST INSTALLMENT-BASS PRO | 169.84     |
|             |                           |                          | -----      |
|             |                           | DEPARTMENT TOTAL:        | 219,238.71 |
|             |                           |                          | =====      |

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER  
 INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE        | AMOUNT   |
|-------------|--------------------------------|--------------------------------|----------|
| 50-50-0-020 | PDC LABORATORIES INC           | WATER TESTING                  | 656.00   |
|             | TAZEWELL COUNTY LANDFILL       | DIRT SPOILS                    | 1,142.37 |
| 50-50-0-025 | IRWA                           | MEMBERSHIP 7/1/2020-6/30/2021  | 493.00   |
| 50-50-0-030 | JOHN COWELL                    | BOOT REIMBURSEMENT             | 65.99    |
| 50-50-0-045 | AZAVAR AUDIT SOLUTIONS         | AUDIT                          | 277.16   |
|             | FRONTIER                       | 5/22/20-6/21/20 PHONE SERVICE  | 76.51    |
|             |                                | 5/22/20-6/21/20 PHONE SERVICE  | 76.51    |
| 50-50-0-047 | AMEREN ILLINOIS                | 6/20 POWER FOR PUMPING-WATER   | 4,201.58 |
|             | CONSTELLATION NEW ENERGY       | 5/20 GAS-WATER                 | 612.79   |
| 50-50-0-050 | CONNOR CO CORPORATE OFFICE     | HVAC UPGRADE                   | 142.49   |
|             | LOWES HOME IMPROVEMENT         | FITTING                        | 6.54     |
|             | SPRINGFIELD ELECTRIC SUPPLY    | LED WALL LIGHTS                | 2,481.96 |
|             |                                | LED WALL LIGHTS                | 2,068.30 |
|             |                                | STRAIN RELIEF GRIPS            | 69.78    |
| 50-50-0-051 | ALTORFER                       | BACKHOE REPAIR                 | 88.20    |
|             |                                | BACKHOE REPAIR                 | 90.30    |
|             | LOWES HOME IMPROVEMENT         | EXTENSION CORD                 | 26.11    |
| 50-50-0-052 | AUTOZONE COMMERCIAL            | TIE ROD END, SWAY BAR LINK     | 90.68    |
|             |                                | BRAKE PADS, ROTORS             | 256.85   |
|             |                                | HOSE CONNECTOR                 | 16.12    |
|             | E P TIRE & VULCANIZING         | FLAT REPAIR                    | 30.00    |
|             | FUTURE ENVIRONMENTAL, INC      | OIL DISPOSAL                   | 65.00    |
|             | VERIZON CONNECT NWF INC        | GPS FOR VEHICLES               | 123.37   |
|             | LOWES HOME IMPROVEMENT         | KEY                            | 2.55     |
|             | O'REILLY AUTO PARTS            | WHEEL BEARINGS                 | 97.66    |
|             | SIDENER ENVIRONMENTAL SVCS     | CONNECTOR, O-RING              | 87.83    |
| 50-50-0-070 | LIBERTY TERMITE & PEST CONTROL | PEST CONTROL                   | 34.00    |
|             | THE HOME DEPOT PRO             | BATH TISSUE                    | 44.13    |
|             |                                | BATH TISSUE, LINERS            | 154.37   |
| 50-50-0-110 | SENTRY SAFETY SUPPLY, INC      | COVERALLS                      | 21.30    |
| 50-50-0-124 | HAWKINS INC                    | AZONE 15                       | 426.00   |
|             |                                | AZONE 15                       | 348.00   |
|             | BRENNTAG MID-SOUTH, INC        | CONTAINER RETURN               | -900.00  |
|             |                                | CONTAINER RETURN               | -250.00  |
|             |                                | CONTAINER RETURN               | -550.00  |
|             |                                | CONTAINER RETURN               | -600.00  |
|             |                                | CONTAINER RETURN               | -700.00  |
|             |                                | CONTAINER RETURN               | -150.00  |
|             |                                | CHLORINE/HYDROFLUOSILICIC ACID | 1,150.00 |
|             |                                | CHLORINE/HYDROFLUOSILICIC ACID | 850.00   |
|             |                                | CHLORINE/HYDROFLUOSILICIC ACID | 1,596.00 |
|             |                                | HYDROFLUOSILICIC ACID          | 750.00   |
|             |                                | CHLORINE/HYDROFLUOSILICIC ACID | 1,200.00 |
| 50-50-0-126 | CORE & MAIN                    | METER YOKE, FITTINGS           | 1,571.03 |
| 50-50-0-127 | GERMAN BLISS                   | BLADES                         | 21.90    |
|             | PEORIA CONCRETE CONST CO       | SAND                           | 35.62    |
|             | FOSTER'S INC                   | HERBICIDE                      | 881.32   |

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER  
 INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME                    | DESCRIPTION OF PURCHASE       | AMOUNT     |
|-------------|--------------------------------|-------------------------------|------------|
| 50-50-0-127 | FOSTER'S INC                   | RETURN                        | -440.66    |
| 50-50-0-180 | W & S BILL OVERPAYMENT REFUND  | 21 BLACKJACK, PARADICE        | 13,962.84  |
|             |                                | 7 BLACKJACK, PARADICE         | 8,981.28   |
| 50-51-0-012 | RAILROAD MANAGEMENT CO IV LLC  | LICENSE FEE                   | 529.98     |
| 50-51-0-047 | AMEREN ILLINOIS                | 6/20 POWER FOR PUMPING--SEWER | 1,720.12   |
|             | CONSTELLATION NEW ENERGY       | 5/20 GAS-SEWER                | 941.75     |
| 50-51-0-052 | AUTOZONE COMMERCIAL            | RETURN                        | -286.43    |
|             | VERIZON CONNECT NWF INC        | GPS FOR VEHICLES              | 123.38     |
| 50-51-0-055 | JORDAN HUNT                    | SEWER BACKUP REPAIRS          | 1,820.04   |
| 50-51-0-080 | ARMATURE MOTOR & PUMP CO       | PUMP REPAIR                   | 4,360.79   |
|             | GRAINGER INC.                  | CAPACITOR, TAPE, TEST LEADS   | 119.03     |
|             | GRAYBAR ELECTRIC COMPANY       | ELECTRICAL SUPPLIES           | 163.68     |
|             |                                | CONNECTORS                    | 28.36      |
|             | UNSHIPPERS                     | SHIPPING-FILTER REPAIR        | 199.96     |
|             | SUNSHINE FILTERS OF PINELLAS   | FILTER ELEMENT                | 431.62     |
| 50-51-0-086 | GRAINGER INC.                  | SUMP PUMP                     | 357.20     |
| 50-51-0-087 | TAZEWELL COUNTY LANDFILL       | SLUDGE PROCESSING             | 2,669.73   |
| 50-51-0-102 | PDC LABORATORIES INC           | WASTEWATER TESTING            | 900.00     |
|             | CERTIFIED BALANCE & SCALE CORP | SCALE MAINTENANCE             | 980.00     |
| 50-51-0-127 | ALTORFER                       | GREASE GUN                    | 47.85      |
|             | HAWKINS INC                    | AZONE 15                      | 792.00     |
|             |                                | SODIUM BISULFITE              | 1,023.79   |
|             |                                | AZONE 15                      | 1,188.00   |
|             |                                | AZONE 15                      | 396.00     |
|             | LOU'S GLOVES                   | GLOVES                        | 230.00     |
| 50-53-0-052 | AUTOZONE COMMERCIAL            | FUEL CAP                      | 14.77      |
|             | O'REILLY AUTO PARTS            | HOSE DISCONNECT, TOOL         | 23.98      |
| 50-53-0-092 | ARMATURE MOTOR & PUMP CO       | PUMP REPAIR                   | 1,700.00   |
| 50-53-0-127 | MILLER-BATTERIES PLUS          | BATTERIES                     | 8.99       |
| 50-53-0-201 | BUSEY BANK                     | VACTOR TRUCK LOAN INTEREST    | 146.18     |
| 50-53-0-240 | BUSEY BANK                     | VACTOR TRUCK LOAN PRINCIPAL   | 6,583.71   |
| 50-56-0-160 | ELECTRIC PUMP                  | CONTROL PANEL REPAIR          | 896.60     |
| 50-56-0-170 | BRAD BOULTON                   | CONSULTING FEES               | 5,788.75   |
|             | FARNSWORTH GROUP               | WWTP UPGRADE                  | 75,817.60  |
| 50-57-0-257 | MORTON COMMUNITY BANK          | ERI LOAN PRINCIPAL            | 19,734.41  |
|             |                                | ERI LOAN INTEREST             | 1,165.00   |
|             |                                | -----                         |            |
|             |                                | DEPARTMENT TOTAL:             | 172,399.62 |
|             |                                |                               | =====      |

APPROVED FOR PAYMENT BY:

DATE: 06/11/20  
TIME: 16:41:20  
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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

RIVERBOAT GAMING TAX FUND  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME           | DESCRIPTION OF PURCHASE | AMOUNT    |
|-------------|-----------------------|-------------------------|-----------|
| 80-00-0-257 | MORTON COMMUNITY BANK | ERI LOAN PRINCIPAL      | 21,829.22 |
|             |                       | ERI LOAN INTEREST       | 1,288.66  |
|             |                       |                         | -----     |
|             |                       | DEPARTMENT TOTAL:       | 23,117.88 |
|             |                       |                         | =====     |

APPROVED FOR PAYMENT BY:

DATE: 06/11/20  
TIME: 16:41:20  
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CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

PAYROLL HOLDING ACCTS  
INVOICES DUE ON/BEFORE 06/15/2020

| ACCOUNT #   | VENDOR NAME | DESCRIPTION OF PURCHASE | AMOUNT     |
|-------------|-------------|-------------------------|------------|
| 99-99-9-998 | WAGES PAID  | 6/15/20 GF PAYROLL      | 534,191.46 |
|             |             | 6/15/20 WS PAYROLL      | 72,241.12  |
|             |             |                         | -----      |
|             |             | DEPARTMENT TOTAL:       | 606,432.58 |
|             |             |                         | =====      |

APPROVED FOR PAYMENT BY:

DATE: 06/11/20  
TIME: 16:41:20  
ID: AP4430EP.WOW

CITY OF EAST PEORIA  
SCHEDULE OF BILLS PAYABLE

PAGE: 18

FINAL TOTALS  
INVOICES DUE ON/BEFORE 06/15/2020

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|                               |              |
|-------------------------------|--------------|
| GENERAL CORPORATE FUND        | 91,969.20    |
| EMERGENCY SERV & DISASTER AST | 1,565.00     |
| POLICE PROTECTION FUND        | 4,051.87     |
| FIRE PROTECTION FUND          | 18,191.42    |
| SOLID WASTE                   | 27,112.67    |
| STREET & BRIDGE FUND          | 12,814.95    |
| MUNICIPAL AUDIT FUND          | 2,265.00     |
| STREET LIGHTING FUND          | 7,851.85     |
| WORKERS COMP & LIAB           | 81,279.63    |
| EASTSIDE CENTRE               | 4,284.92     |
| HOTEL-MOTEL TAX               | 5,732.40     |
| CAMP STREET TIF               | 219,238.71   |
| WATER & SEWER                 | 172,399.62   |
| RIVERBOAT GAMING TAX FUND     | 23,117.88    |
| PAYROLL HOLDING ACCTS         | 606,432.58   |
|                               | -----        |
| GRAND TOTAL                   | 1,278,307.70 |
|                               | =====        |



**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

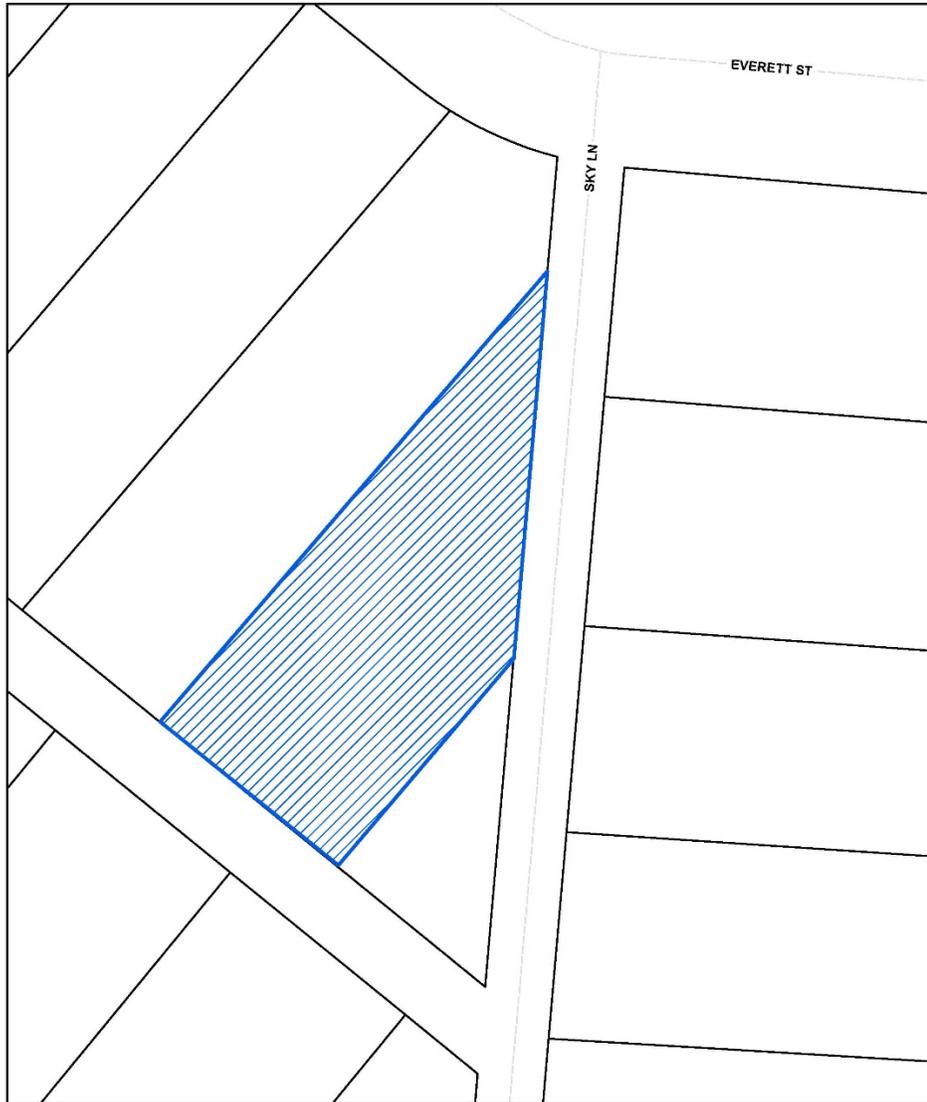


EXHIBIT B

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, 20 20, 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, 20 20 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 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 KMS

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 KMS 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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Page 3 of 6 [Initials] Buyer's Initials Page 3 of 6 Seller's Initials

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

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.

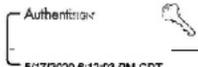
193 CAUTION: THIS WILL BE A LEGALLY BINDING CONTRACT WHEN FULLY SIGNED  
194 AND THE PARTIES SHOULD SEEK LEGAL COUNSEL.

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

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

PEORIA AREA ASSOCIATION OF REALTORS®  
VACANT LAND SALES CONTRACT

|     |  |  |
|-----|--|--|
| 239 | Seiler's Attorney: _____                               | Buyer's Attorney: _____                                |
| 240 | _____  | _____  |
| 241 | (telephone) _____ (facsimile) _____                    | (telephone) _____ (facsimile) _____                    |
| 242 | Listing Company: <u>Crowne Realty, LLC</u>             | Selling Company: <u>Crowne Realty, LLC</u>             |
| 243 | Listing Company Real Estate License #: <u>47713855</u> | Selling Company Real Estate License #: <u>47713855</u> |
| 244 | <u>309-863-5500</u> <u>309-863-5015</u>                | <u>309-863-5500</u> <u>309-863-5015</u>                |
| 245 | (telephone) _____ (facsimile) _____                    | (telephone) _____ (facsimile) _____                    |
| 246 | Listing Agent: <u>Aaron Cody</u>                       | Buyer's Agent: <u>Aaron M Cody</u>                     |
| 247 | Listing Agent Real Estate License #: <u>475164739</u>  | Buyer's Agent Real Estate License #: <u>475164739</u>  |
| 248 | _____  | _____  |
| 249 | <u>309-208-7269</u> <u>309-263-2242</u>                | <u>309-208-7269</u> _____                              |
| 250 | (telephone) _____ (facsimile) _____                    | (telephone) _____ (facsimile) _____                    |
| 251 | Email Address: <u>aaron@codyrealtyteam.com</u>         | Email Address: <u>aaron@codyrealtyteam.com</u>         |
| 252 | Team Lead: _____                                       | Team Lead: _____                                       |
| 253 | _____  | _____  |
| 254 | Team Lead Real Estate License #: _____                 | Team Lead Real Estate License #: _____                 |
| 255 | _____  | _____  |
| 256 | _____  | _____  |
| 257 | (telephone) _____ (facsimile) _____                    | (telephone) _____ (facsimile) _____                    |
| 258 | _____  | _____  |
| 259 | Email Address: _____                                   | Email Address: _____                                   |

260

261 OFFER REJECTED:

262 Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

263 \_\_\_\_\_

264 COUNTEROFFER REJECTED:

265 Signature of Buyer:  \_\_\_\_\_ Date: 05/17/2020

266 \_\_\_\_\_

267 THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED AND APPROVED AS OF OCTOBER, 2017 UNDER THE SUPERVISION OF THE PEORIA  
268 AREA ASSOCIATION OF REALTORS® AND THE PEORIA COUNTY BAR ASSOCIATION. APPROVAL DOES NOT CONSTITUTE AN OPINION THAT THE TERMS  
269 AND CONDITIONS IN THIS CONTRACT SHOULD BE ACCEPTED BY THE PARTIES FOR A PARTICULAR TRANSACTION.



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

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

**DATE:** June 10, 2020

**SUBJECT:** Petition of Ola Afolabi of G-Inspired Auto Mall for a Special Use to allow for the display/storage of vehicles on property located at 270 S. Main St.

**BACKGROUND:**

The petitioner here is seeking a Special Use to allow for the display/storage of vehicles connected with his business location directly across Columbia (Silver). In total, this property is designed to accommodate up to an additional 21 vehicles. The petitioner already has a Special Use for his current location but his success there has pushed him to find additional space. Staff is hopeful this is a short-term solution and have started working with the petitioner to identify a larger and more suitable location for his operation.

At their May meeting, the ZBA voted 7-0 to recommend approval of this Special Use with the condition that it would only be permitted for not longer than 6 months from the final approval by the City Council (by the end of December).

**RECOMMENDATION:** Approval, as presented with the condition that the additional vehicle storage/display area be permitted for a period of not longer than 6 months.

**ORDINANCE NO. 4502**

**AN ORDINANCE AUTHORIZING A SPECIAL USE  
FOR PROPERTY LOCATED AT 270 S. MAIN STREET  
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

**WHEREAS**, Olakunle Afolabi (the “Petitioner”) has petitioned for a special use to allow additional and overflow parking and vehicle display for his used car dealership on property zoned “B-3, Business Service District” and located at 270 S. 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**, pursuant to Ordinance No. 4404, the Petitioner currently conducts his used car dealership business on property situated immediately southwest and adjacent to the Property (across Silver Street) and located at 298 S. Main Street, and the proposed special use on the Property would provide such additional and overflow parking and vehicle display sought for his used car dealership business at 298 S. Main Street; and

**WHEREAS**, after a public 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 additional and overflow parking and vehicle display on the Property from Petitioner’s used car dealership located at 298 S. Main Street is hereby approved through December 31, 2020.

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

1. Petitioner may park and display for sale additional vehicles on the Property within the defined parking areas established on the Property in accordance with a site plan (the “Site Plan”) prepared and submitted by the Petitioner (“Exhibit B”).
2. Not more than twenty-one (21) vehicles may be displayed for sale at any given time on the Property.
3. Petitioner shall immediately cease use of the Property as permitted under this Ordinance at the end of business hours on December 31, 2020.

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:**

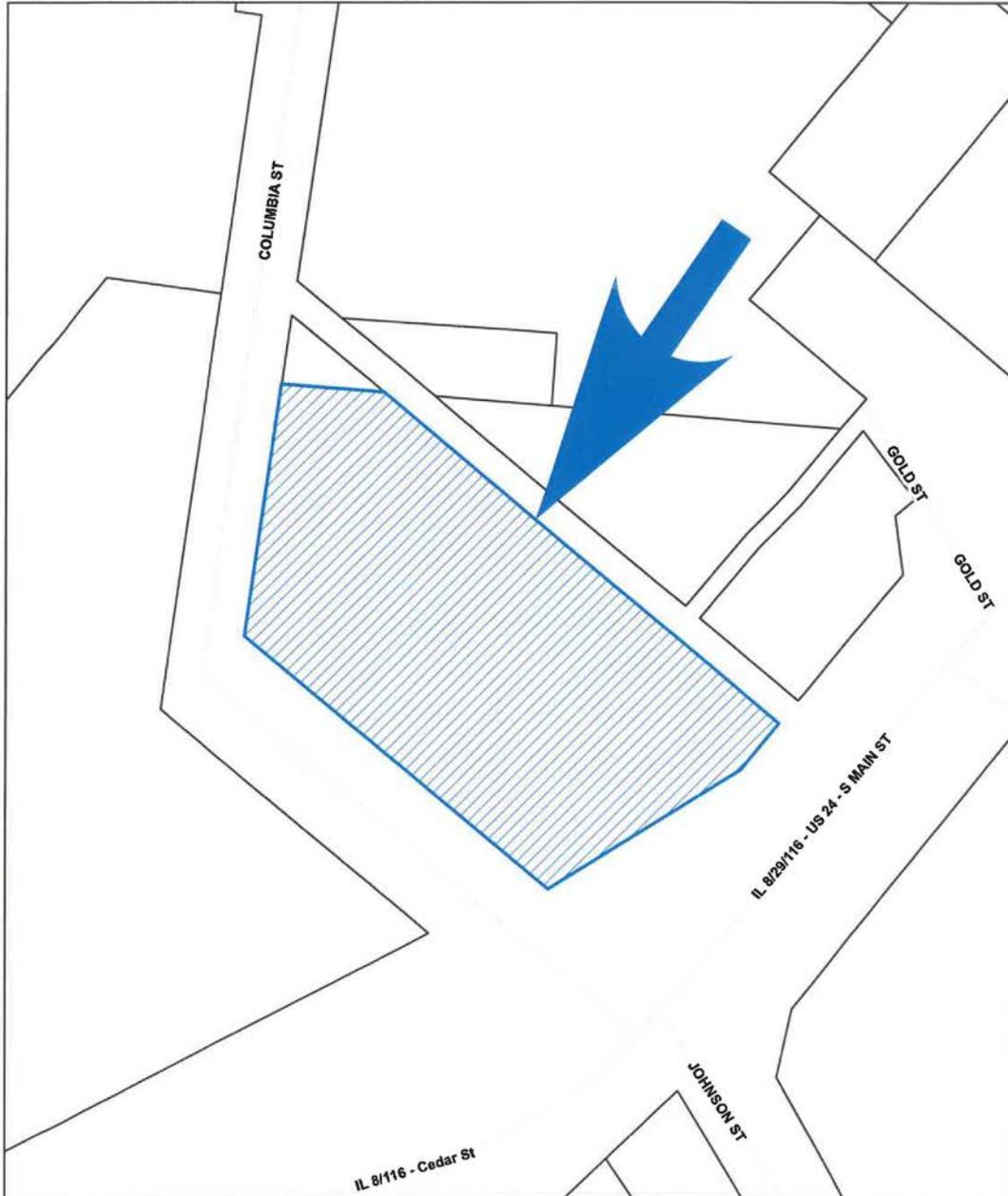
\_\_\_\_\_  
Corporation Counsel

# EXHIBIT A (Site Map)

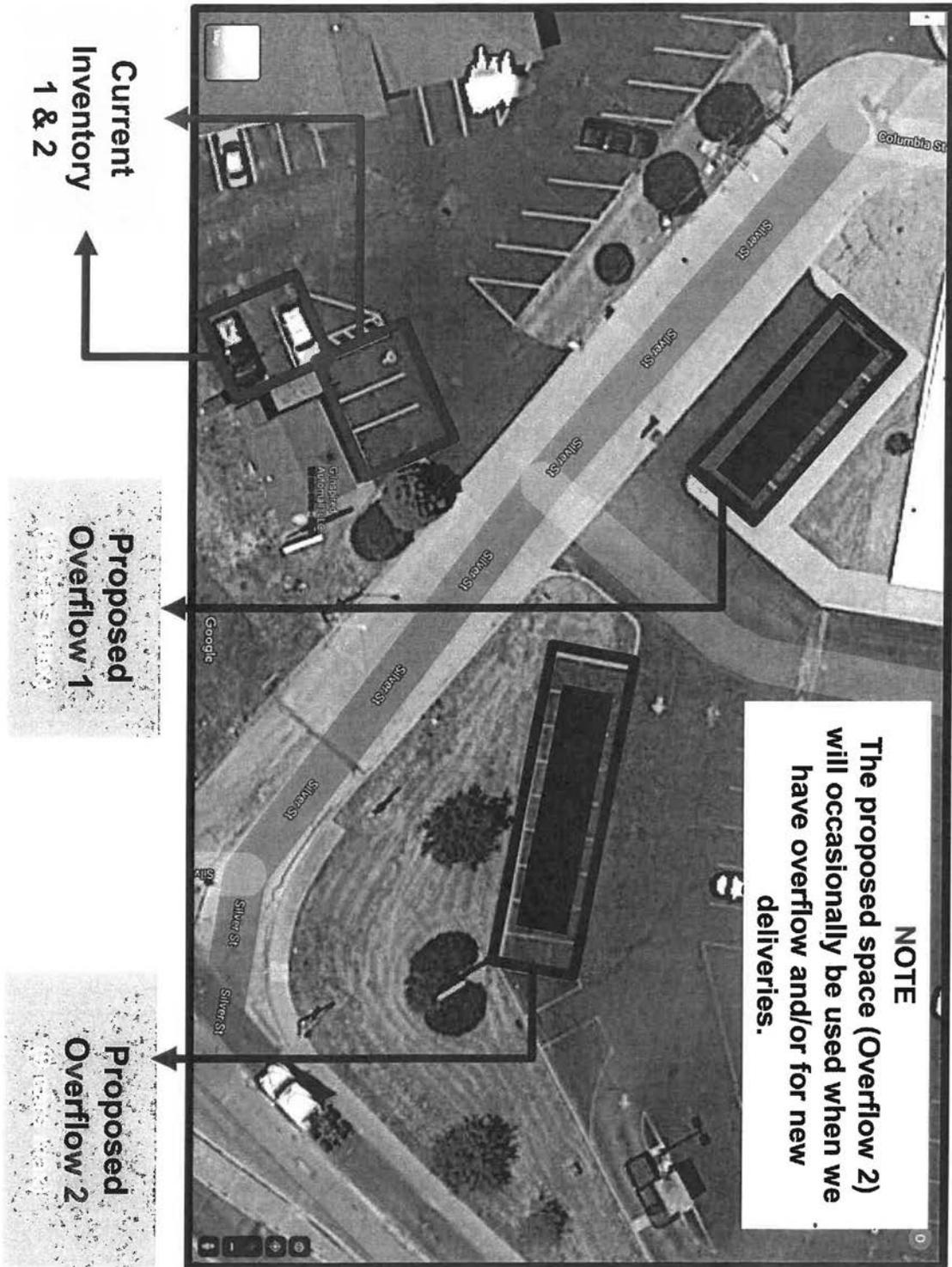
Case 20-SU-10  
270 S. Main St.  
Ola Afolabi of G-Inspired Auto Mall

Exhibit "A"

Legal Description: P.I.N.: 01-01-32-406-021



**EXHIBIT B  
(Site Plan)**





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

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

**DATE:** June 10, 2020

**SUBJECT:** Petition of the Glen “Bob” Thomas to amend a Special Use to allow the outdoor display and storage of vehicles/trailers on property located at 1109 E. Washington St.

**BACKGROUND:**

The petitioner is requesting to amend the Special Use (approved in Ordinance No. 4450) for this property to allow up to 25 vehicles/trailers as the U-Haul business here has far-exceeded any anticipated projections for it. While staff supports increasing the limit, 25 is pushing the lot’s capacity given that it also supports the other business here – a taxi operation. The petitioner has been encouraged to look for other nearby properties to support the business and its expansion. In the interim, staff feels that 20 is the maximum this property can sustain. As a part of this addition, an additional 24 feet of wood privacy fence needs to be extended along the east side of the lot to at least obscure the vehicles/trailers on-site.

At their meeting, the ZBA voted 6-1 to recommend approval of this Special Use with the following conditions.

- Not more than 20 U-Haul trucks/trailers on-site at a time. As a part of that 20, not more than 12 can be trucks in that mix.
- Parking for up to 9 customer/employee parking must be maintained. This includes 1 handicapped spot.
- The privacy fence along the east edge of the lot is to be extended an additional 24 feet in its same form (6 ft tall, wood). It is to be installed by August 31, 2020.

**RECOMMENDATION:** Approval, as presented with conditions.

**ORDINANCE NO. 4507**

**AN ORDINANCE AUTHORIZING ADDITIONAL AMENDMENT TO CONDITIONS  
IMPOSED ON THE SPECIAL USES PREVIOUSLY GRANTED FOR PROPERTY  
AT 1109 E. WASHINGTON STREET IN THE CITY OF EAST PEORIA**

**WHEREAS**, on October 16, 2007, the City Council approved Ordinance No. 3770 which authorized a special use to allow the operation of a used car sales lot on certain property zoned as “B-3, Business Service District”, which property is shown and described at “Exhibit A”, attached hereto and incorporated herein by reference (which property as so described is hereinafter referred to as the “Property”); and

**WHEREAS**, on January 15, 2008, the City Council approved Ordinance No. 3783 regarding the special use on the Property, but has been superseded by subsequent amendments, including this Ordinance, and thus Ordinance No. 3783 is no longer valid or applicable to the Property; and

**WHEREAS**, on February 19, 2008, the City Council approved Ordinance No. 3798, which authorized the mechanical repair of automobiles as an additional special use on the Property; and

**WHEREAS**, on May 3, 2016, the City Council approved Ordinance No. 4277, which authorized the operation of a U-Haul rental facility as an additional special use, while expanding the permitted hours of operation and imposing other conditions on the special use on the Property; and

**WHEREAS**, on August 6, 2019, the City Council approved Ordinance No. 4450, which limited the total number of vehicles to ten (10) parked on the Property that are being displayed for sale or for rental as U-Haul vehicles and trailers, while imposing other conditions and landscaping requirements for the special use on the Property; and

**WHEREAS**, Glen Thomas for Big Daddy Cab Company (the “Petitioner”) has petitioned for further amendment of the conditions imposed on the use of the Property regarding the number of used vehicles offered for sale on the Property and the number of U-Haul vehicles offered for rent on the Property; and

**WHEREAS**, after hearing pursuant to duly published notice, the East Peoria Zoning Board of Appeals has recommended the amendment of conditions imposed on the operation of the special uses on the Property subject to certain conditions hereinafter set forth;

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

**Section 1.** The conditions imposed on the operation of the special uses approved by Ordinance No. 3770 and as amended by Ordinance Nos. 3798, 4277, and 4450 are hereby modified as follows:

1. Not more than a total of twenty (20) vehicles (which includes trailers) shall be parked on the Property at any one time that are being offered for sale or for rental as U-Haul vehicles, with no more than twelve (12) of these twenty vehicles being U-Haul trucks.

2. The Petitioner shall maintain a minimum of nine (9) parking spaces on the Property for employee and customer parking at all times, with one (1) of these nine parking spaces continuing to be maintained as a handicapped space.

3. The Petitioner shall extend the privacy fence an additional twenty-four (24) feet along the east side of the Property in the same form as the current fence (six-feet in height with wood construction). This 24-foot extension to the privacy fence shall be completed by no later than August 31, 2020.

4. All modifications approved by this Ordinance shall be placed on the Property in accordance with the Site Plan submitted by the Petitioner.

Upon the violation of or failure to comply with the forgoing conditions or the previously approved conditions for the Property 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 2.** Except to the extent specifically modified by this Ordinance, the terms and conditions of Ordinance No. 3770, as amended by Ordinance Nos. 3798, 4277, and 4450, shall continue to apply.

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

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

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

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

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXAMINED AND APPROVED:**

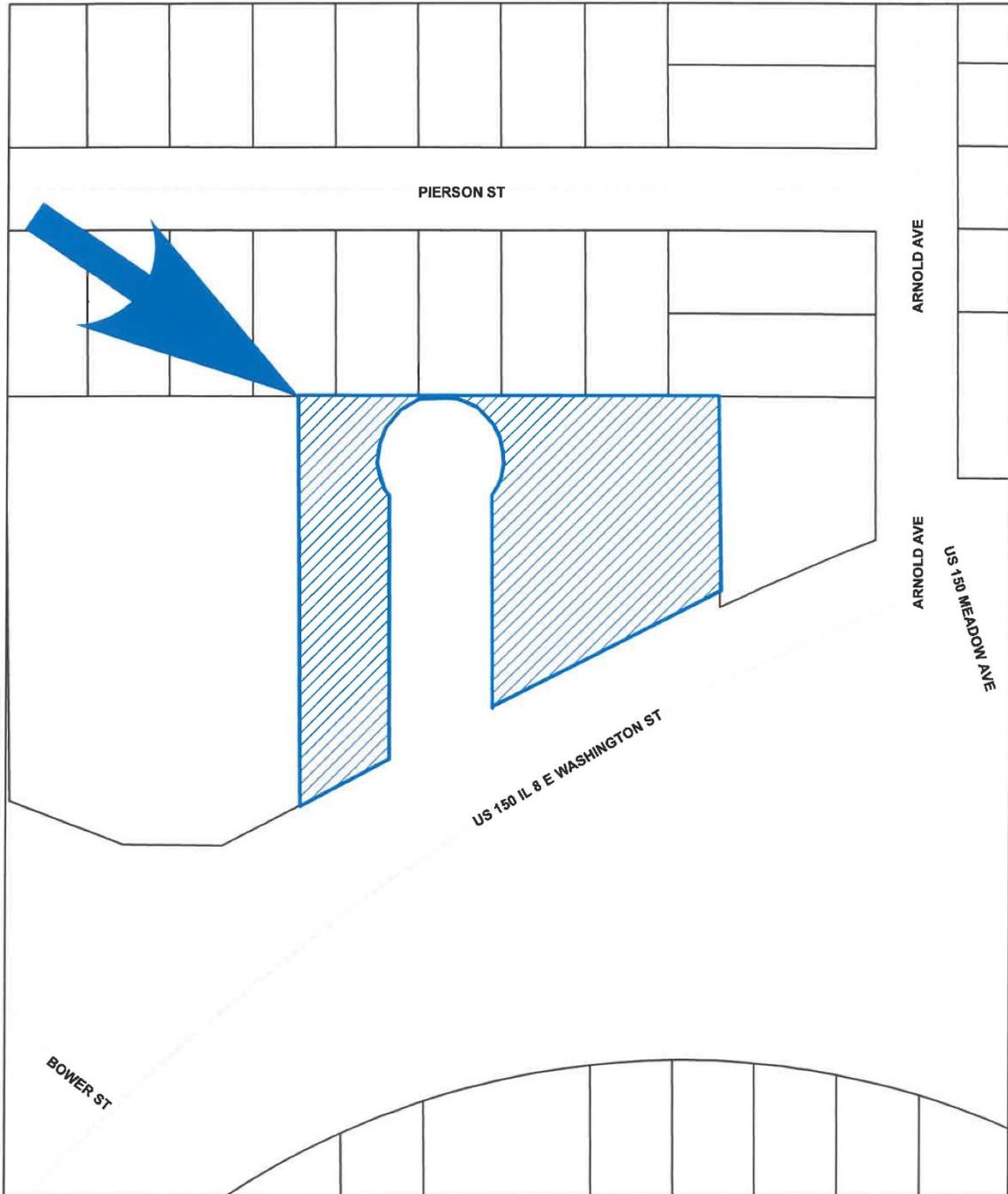
\_\_\_\_\_  
Corporation Counsel

**EXHIBIT A**  
**Map of Location of Special Use (1109 E. Washington Street)**

Case 20-SU-13  
1109 E Washington St  
Glen "Bob" Thomas

Exhibit "A"

Legal Description: P.I.N.: 01-01-33-209-012

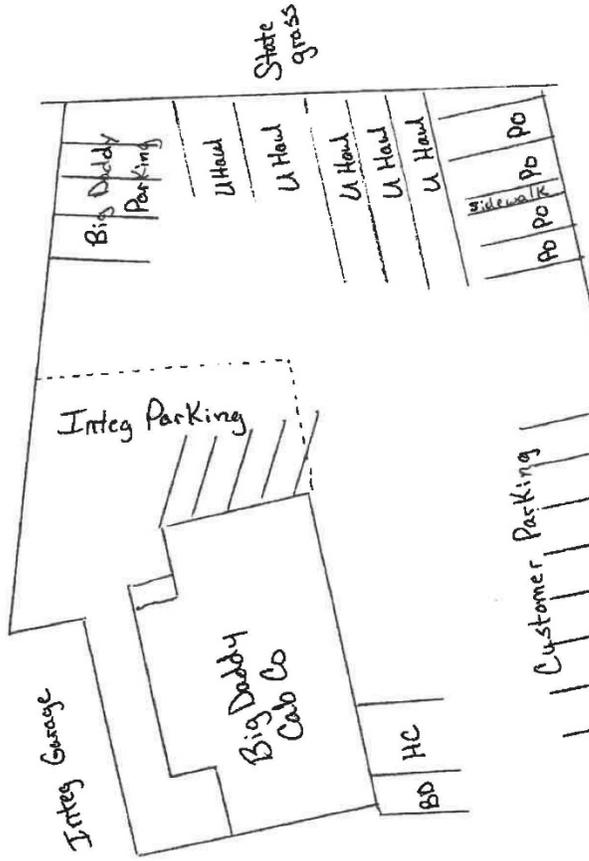


1104 E. Washington St.  
East Peoria, IL 61611

Big Daddy Cab Co

BD - Big Daddy Cab Co  
parking  
HC - Handicapped space  
PO - Pre-owned

AN





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

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

**DATE:** June 10, 2020

**SUBJECT:** Sale of Property at 215 S. Pleasant Hill Rd

**BACKGROUND:** Gregory Purviance of Terre Haute, IN has offered \$6,900 plus \$500 in closing costs for the City Attorney's Office for this vacant property. With an appraisal of \$8,000, this offer meets the City's required threshold of 80% of that value to sell it.

**RECOMMENDATION:** Approval, as presented.

**ORDINANCE NO. 4506**

**AN ORDINANCE PROVIDING FOR THE SALE OF  
EXCESS CITY PROPERTY AT 215 S. PLEASANT HILL ROAD**

**WHEREAS**, the City of East Peoria owns an excess parcel of property located at 215 S. Pleasant Hill Road 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. 1819-129 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 \$8,000.00 in value; and

**WHEREAS**, the City has received an offer to purchase the Parcel for \$6,900.00 from Gregory Purviance 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, Gregory Purviance 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 Gregory Purviance at the price of \$6,900.00, which exceeds 80% of the appraised value of the Parcel;

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

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

**Section 2.** The City hereby further declares that the public interest will be best served if the Parcel is sold to Gregory Purviance pursuant to the Contract at a price of \$6,900.00 plus \$500.00 for associated closing costs.

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

**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 Gregory Purviance 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 Gregory Purviance.

**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**  
(215 S. Pleasant Hill Road, East Peoria)

Legal Description Sublot "B" of Lot 4 in the Northeast Quarter of the Northwest Quarter of Section 12 Township 25 North Range 4 West of the Third Principal Meridian, as shown by Plat recorded in Plat Book "T" page 376 in the Recorder's Office of Tazewell County, Illinois.

**Tax I.D. No. 05-05-12-108-014**

**Sale of City Owned Property**

Exhibit "A"

**215 S. Pleasant Hill Rd**

Legal Description: P.I.N.: 05-05-12-108-014

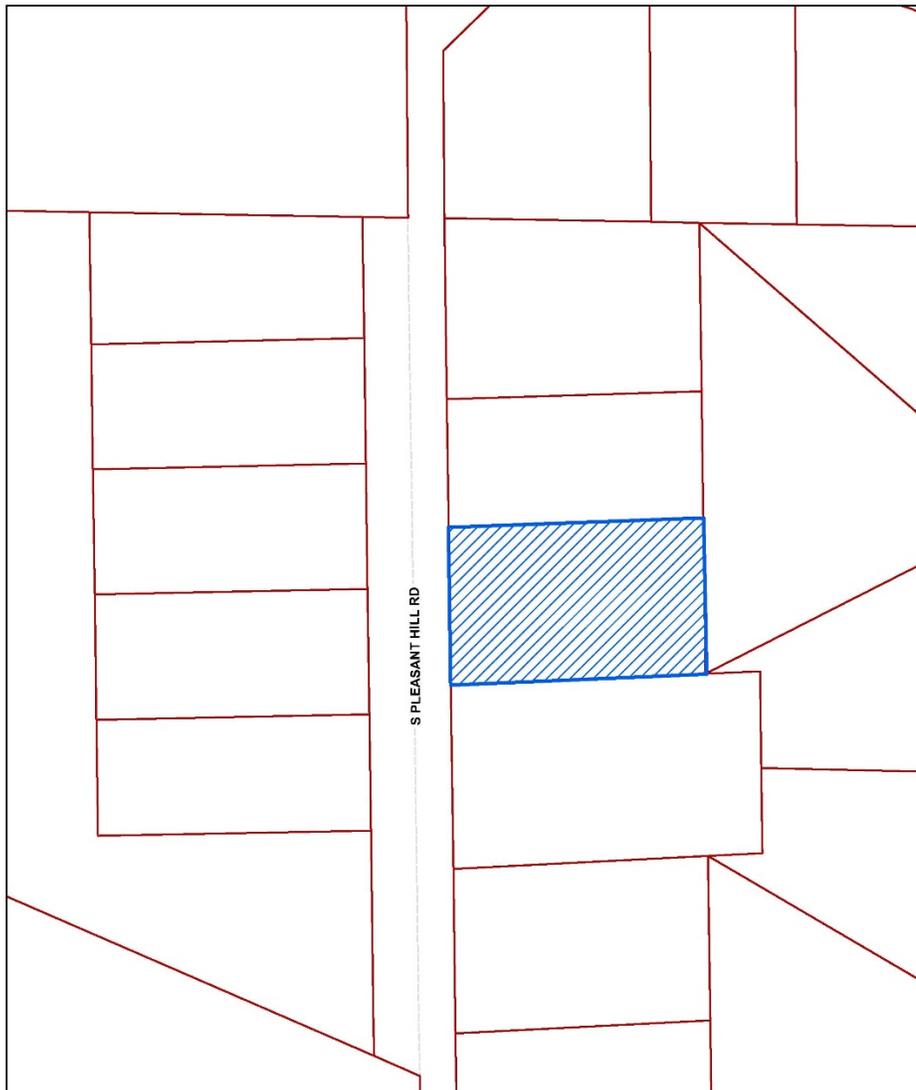


EXHIBIT B

RESIDENTIAL SALES CONTRACT
(215 S. Pleasant Hill Road, East Peoria)

Authentign ID: 93A825F3-5C56-4C2E-8FA0-0C3CBDD58D72



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

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

3 • NOTICE •

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

8 1. MUTUAL COVENANTS. Seller agrees to sell and Buyer agrees to purchase, upon the terms set forth in this Contract, the real estate commonly known as
9 215 S PLEASANT HILL Road East Peoria IL 61611 with a tax identification number(s) 05-05-12-108-014

10 and legally described as follows: EC 12 T25N R4W SUBLT B OF LOT 4 NW 1/4

11 (hereinafter ("Premises"), (this legal description can be supplemented at a later date to provide a more accurate description) situated in Tazewell
12 County, Illinois, with an approximate lot size of 85x140, and with a present zoning
13 classification of residential

14 16 2. OFFER AND ACCEPTANCE. These terms shall constitute an offer which shall expire and earnest money shall be returned, unless this offer is accepted on or
15 before July 31st, 2020, at 5 o'clock P.M., or withdrawn in writing prior to acceptance.

16 3. PURCHASE PRICE. Buyer agrees to pay Seller the total sum of \$ 6,900.00. The balance of the purchase price, adjusted by prorations
17 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
18 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,
19 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
20 closing agent in advance of the closing in accordance with the closing agent's "good funds" policy.

21 4. EARNEST MONEY. Buyer shall deliver earnest money no later than the following business day after date of acceptance of this Contract. If the earnest money is
22 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
23 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
24 manner provided in the contract for giving of notices.

25 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
26 Company, Selling Company, Title Company, Attorney as "Escrowee" for the mutual benefit of the parties.

27 5. METHOD OF PAYMENT.

28 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
29 Financing Amendment.

30 CASH. This Contract is not contingent upon financing, Buyer shall provide proof of funds within 30 days of acceptance of Contract. Satisfactory proof includes,
31 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
32 by Buyer Seller Divided Evenly Between Both Parties (CHECK ONE).

33 6. CLOSING. The closing shall be on TBD, 20 or such other time as may be mutually agreed in writing. The closing
34 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
35 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
36 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
37 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.

38 7. 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.
39 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
40 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
41 Contract are not applicable to this paragraph. Seller shall deliver possession at time of closing.

42 Seller's conveyance shall be by quit-claim deed, unless buyer pays for and acquires a title commitment as provided in Section 10 herein

43 8. CONVEYANCE. 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
44 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
45 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
46 writing, how Buyer will take title to the Premises.

49 Page 1 of 6 Buyer's Initials

Page 1 of 6 Seller's Initials

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 laws,  
63 use and occupancy restrictions, or conditions and covenants of record. Buyer's intended use of the Premises shall be as \_\_\_\_\_  
64 Buyer may, at buyer's expense, order \_\_\_\_\_

64 10. **EVIDENCE OF TITLE.** Seller shall, at Seller's expense, order within five (5) days after acceptance and Seller shall deliver in 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 \$ \_\_\_\_\_  Month /  Quarter /  Year for \_\_\_\_\_
- 89 \$ \_\_\_\_\_  Month /  Quarter /  Year for \_\_\_\_\_
- 90 \$ \_\_\_\_\_  Month /  Quarter /  Year for \_\_\_\_\_
- 91 \$ \_\_\_\_\_  Month /  Quarter /  Year for \_\_\_\_\_

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.

215 S PLEASANT HILL Road East Peoria IL 61611  
Property Address  
Page 2 of 6 \_\_\_\_\_ Buyer's Initials Page 2 of 6 \_\_\_\_\_ Seller's Initials

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VACANT LAND SALES CONTRACT

98 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  
99 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  
100 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  
101 (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  
102 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  
103 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  
104 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  
105 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  
106 and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred.

107 **PLEASE CHECK YES OR NO - PARAGRAPHS 16 THROUGH 21**

108  Yes  No 16. **SURVEY.** At least ten (10) days prior to closing:  
109 •  Seller at Seller's expense or  Buyer at Buyer's expense (CHECK ONE) shall obtain and provide to the other party:  
110  Survey\*  
111  Mortgagee Inspection Plat  
112  Surveyor To Identify Survey Pins\*

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

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

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

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

122  Yes  No 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  
123 studies within \_\_\_\_\_ days of Contract date. If any of said tests or studies show abnormal or unsuitable building or use conditions, Buyer  
124 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  
125 of the specific abnormal or unsuitable building or use conditions and shall thereafter provide Seller with a copy of the applicable test or study,  
126 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  
127 DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY  
128 ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

129  Yes  No 18. **BUILDING AND SEWAGE PERMITS CONDITION.** This Contract is subject to the condition that Buyer obtain within \_\_\_\_\_ days after  
130 the date of this Contract, at Buyer's expense, all required building and use permits and governmental approvals and permissions, including an  
131 acceptable septic soil test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the Premises. If Buyer has  
132 properly, diligently, and promptly applied for said permits and approvals and has been unable to obtain them within the time specified, Buyer may, at  
133 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  
134 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  
135 the Buyer. IN THE EVENT BUYER DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION  
136 SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.

137  Yes  No 19. **ENVIRONMENTAL CONDITION.** This Contract is subject to the condition that Buyer obtains within \_\_\_\_\_ days of the date of this Contract, at  
138 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  
139 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  
140 hazardous or toxic wastes, pollutants, contaminants, substances or materials and that the Premises are in compliance with all applicable environmental  
141 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  
142 in the Contract for giving of notices of an environmental condition objectionable to Buyer within \_\_\_\_\_ days, then this condition is waived.

143  Yes  No 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  
144 the Premises to a classification of \_\_\_\_\_ under the Zoning Ordinances of \_\_\_\_\_.

145  Yes  No 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 \_\_\_\_\_  
146 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,  
147 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  
148 nature and terms of which Seller has fully disclosed to Buyer.

149 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  
150 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  
151 addresses and facsimile numbers set forth herein.

152 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  
153 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  
154 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  
155 reasonably necessary to effectuate compliance with any other provisions of law required in connection with this transaction.

156 218 S PLEASANT HILL Road East Peoria IL 61611  
Property Address

Page 3 of 6 Buyer's Initials

Page 3 of 6 Seller's Initials

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

219 S PLEASANT HILL Road East Peoria IL 61611  
Property Address  
Page 4 of 6 Buyer's Initials Page 4 of 6 Seller's Initials  
PEORIA AREA ASSOCIATION OF REALTORS®/PEORIA COUNTY BAR ASSOCIATION COPYRIGHT 1996 (10/17) FORM NO. 1168

# PEORIA AREA ASSOCIATION OF REALTORS® VACANT LAND SALES CONTRACT

Page 5

202 Signature of Buyer: \_\_\_\_\_ Signature of Buyer: \_\_\_\_\_

203 Name of Buyer: Gregory Purviance Name of Buyer: \_\_\_\_\_  
204 (Print Legal Name) (Print Legal Name)

205 Date: 06/08/2020 Time: 11:49 AM 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: \_\_\_\_\_

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: \_\_\_\_\_ Signature of Buyer: \_\_\_\_\_

237 Date: Gregory Purviance Time: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

238 215 S PLEASANT HILL Road East Peoria IL 61611

Page 5 of 6 \_\_\_\_\_ Buyer's Initials Page 5 of 6 \_\_\_\_\_ Seller's Initials





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

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

**DATE:** June 11, 2020

**SUBJECT:** Settlement Agreement for 403 Circuit Ct.

**BACKGROUND:** In an unusual set of circumstances, the City pursued the judicial deed for this property at the same time Doug Huff was pursuing it for back taxes. During this process, both parties were awarded title to this property. Staff has met with Mr. Huff to discuss this matter, along with Commissioner Hill's guidance, and have come to a resolution to presented in this agreement. The basic elements of the agreement are as follows:

- Mr. Huff will pay the City to cover all of its expenses connected with this property. These expenses include mowing, other property maintenance, staff time and City Attorney's time. \$25,000 is sufficient to cover all incurred expenses.
- In return, the City will transfer title over to Mr. Huff's corporation.
- Mr. Huff agrees to have repairs made to the existing home here and make it habitable again by no later than September 15, 2020. The repairs will be confirmed by our City Inspector.

In the end, the City's goal is to ensure properties are habitable and in the hands of private ownership as being a landlord is not in the City's best interest, in most cases. The agreement allows the City to ensure the property is brought-up to standards and is once again habitable. The neighborhood is conducive to the reinvestment needed to bring the property back-up to a good, livable condition.

**RECOMMENDATION:** Approval, as presented.

**RESOLUTION NO. 2021-019**

**East Peoria, Illinois**

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

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

**RESOLUTION APPROVING SETTLEMENT AGREEMENT WITH  
GULFVIEW MANAGEMENT LLC REGARDING PROPERTY LOCATED AT  
403 CIRCUIT COURT IN EAST PEORIA**

**WHEREAS**, for several years, the City has been attempting to bring the property located at 403 Circuit Court in the City of East Peoria (the "Property") into compliance with the provisions of the City Code, and the City has expended considerable resources in attempting to bring the Property into compliance with the City Code; and

**WHEREAS**, in August 2019, the City initiated court action in Tazewell County Circuit Court seeking to declare the Property abandoned or alternatively petitioning for repair of the Property; and

**WHEREAS**, pursuant to this court action, the City was later granted a judicial deed to the Property by the Tazewell County Circuit Court; and

**WHEREAS**, at approximately this same time, Gulfview Management LLC, Series 20 ("Gulfview Management LLC") had also taken legal action in Tazewell County Circuit Court seeking a tax deed to obtain title to the Property; and

**WHEREAS**, Gulfview Management LLC was subsequently issued a tax deed to the Property by the Tazewell County Circuit Court; and

**WHEREAS**, upon becoming aware that each party had received separate and independent title to the Property, the City and Gulfview Management LLC entered into negotiations to resolve the conflicting title ownership for the Property that resulted in the negotiation of a Release and Settlement Agreement ("Settlement Agreement"), as set forth in "Exhibit A" attached hereto and incorporated by reference; and

**WHEREAS**, under the terms of the Settlement Agreement, the City will transfer all rights in the Property to Gulfview Management LLC in exchange for the payment of \$25,000 by Gulfview Management LLC to the City, while Gulfview Management LLC also commits to repairing the property and bringing the Property into compliance with the City Code by September 15, 2020; and

**WHEREAS**, the City hereby finds that entering into the Settlement Agreement is in the best interests of the City, while providing for the rehabilitation of the Property and allowing for future residential use of the Property;

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

**Section 1.** The City hereby approves the Settlement Agreement (Exhibit A) with Gulfview Management LLC and the transfer of all rights in the title to the Property as so provided therein under the terms and conditions set forth in the Settlement Agreement.

**Section 2.** The Mayor and the City Clerk are hereby authorized to execute the Settlement Agreement with Gulfview Management LLC, attached as “Exhibit A”, together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the Settlement Agreement until such time as an executed Settlement Agreement has been delivered to Gulfview Management LLC.

**Section 3.** The Mayor and the City Clerk are hereby further authorized to execute any documents, including a deed, necessary to effectuate the terms and conditions of the Settlement Agreement and the transfer of the City’s rights in the Property to Gulfview Management LLC as so provided in the Settlement Agreement.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**EXHIBIT A**

**Settlement Agreement with Gulfview Management LLC**

**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between Gulfview Management LLC, Series 20 (“Gulfview”) and the City of East Peoria, an Illinois municipal corporation (“City”), (Gulfview and the City are collectively referred to in this Agreement as the “Parties”).

**RECITALS**

WHEREAS, for several years, the City has been attempting to bring the property located at 403 Circuit Court, East Peoria, Illinois (“Property”) into compliance with the City’s municipal code (“Code”), including obtaining an administrative search warrant for the Property in July 2019; and

WHEREAS, the City has expended considerable resources in attempting to bring the Property into compliance with the Code; and

WHEREAS, Gulfview had previously purchased back taxes on the Property, and in June 2019, Gulfview filed an action in state court (Tazewell County Case No. 2019 TX 49) seeking a tax deed to obtain title to the Property; and

WHEREAS, in August 2019, without knowledge of Gulfview’s petition for a tax deed, the City subsequently filed a petition for an order declaring the Property abandoned and a petition for repair of the Property in state court (Tazewell County Case No. 19 MR 240); and

WHEREAS, in Case No. 2019 TX 49, an order directing the County Clerk to issue a tax deed was granted to Gulfview on October 21, 2019; and

WHEREAS, in Case No. 19 MR 240, the City was granted a judicial deed on January 7, 2020, which was then recorded in the Tazewell County Recorder’s Office on January 8, 2020;

WHEREAS, a question as to who has title to the Property has now arisen; and

WHEREAS, the Property is still in disrepair and in violation of the City's Code, posing a threat to the health and safety of the citizens of East Peoria; and

WHEREAS, the City desires to have the Property brought into compliance with the City Code and to eliminate the endangerment to the health and safety of its citizens; and

WHEREAS, Gulfview already has a considerable investment in obtaining its tax deed and interest in the Property and is able to quickly bring the Property into compliance with the City Code; and

WHEREAS, the Parties desire to settle the dispute over who has title to the Property without lengthy and costly litigation to both Parties; and

Accordingly, in mutual consideration of the promises and covenants contained set forth in this Agreement, the Parties hereby agree as follows:

**ARTICLE I  
PROPERTY**

1.1 **Transfer of Property.** Upon the execution of this Agreement and receipt of payment as provided herein, the City agrees to transfer, assign, convey, forfeit, and deliver to Gulfview all of the City's right, title, and interest in the Property, including all right, title, and interest in all improvements thereon.

1.2 **Legal Description.** The Property is generally described as 403 Circuit Court, East Peoria, Illinois, and legally described follows:

Lot 16 in BRENNY WOODS, a subdivision of a part of the Southwest Quarter of Section 24, Township 26 North, Range 4 West of the Third Principal Meridian, as shown on plat recorded in Plat Book "OO", pages 103 and 104, situated in TAZEWELL COUNTY, ILLINOIS.

TAX I.D. NO. 01-01-24-309-016

**ARTICLE II  
CONSIDERATION**

2.1 **Consideration.** In exchange for the City's execution of a quit-claim deed transferring the City's interest in the Property to Gulfview, Gulfview shall pay, at the time of the execution of said quit-claim deed, the sum of Twenty-Five Thousand Dollars (\$25,000.00). This amount is due and payable in cash or in immediately available funds to the City at the time the quit-claim deed is executed.

**ARTICLE III  
GULFVIEW'S OBLIGATIONS**

3.1 **Obligations.** By September 15, 2020, Gulfview will have the Property brought up to and in compliance with the City's Code, as well as all State of Illinois building and health and safety codes. Such repairs include, but are not limited to: repair of the roof; mold remediation; and pumping the water out of the basement. All repairs are to be in compliance with the 2015 International Residential Code (IRC) and shall be inspected by the City throughout the course of the repair process. The completion date can only be extended by the written agreement of the Parties. Upon completion of the repair of the Property, Gulfview will contact the City for a final inspection and issuance of an occupancy permit in accordance with the Code.

**ARTICLE IV  
RELEASE**

4.1 **Release of Claims.** Except for the obligations of the Parties under this Agreement, and in exchange for good and valuable consideration, including the promises and commitments set forth in this Agreement, Gulfview being competent to execute this Agreement and on behalf of its officers, agents, employees, and any successor company or corporation and its officer, agents and employees, agrees that it does acquit and forever discharge the City, and its officers, agents, employees, and attorneys, (hereinafter collectively referred to as the

“Releasees”), from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses and compensation whether direct or indirect, liquidated, contingent or determined, known or unknown, including all effects and consequences thereof in law or equity from the beginning of time until the date of the execution of this Agreement related to Property or title to the Property.

Gulfview further acknowledges that this Agreement covers any and all of Gulfview’s claims and causes of action for any form of damages, whether compensatory, punitive, statutory, or otherwise, and includes claims and causes of action for all for Gulfview of costs, fees (including attorney’s fees), or expenses, which have accrued prior to the date of the execution of this Agreement related to Property or title to the Property.

Gulfview also acknowledge that this Agreement covers and bars any and all potential state or federal claims, causes of action, or legal theories, whether brought pursuant to statute or common law, which have been brought or which could have been brought, regardless of whether Gulfview discovers additional facts or legal theories after the execution of this Agreement related to Property or title to the Property.

4.2 **Attorneys’ Fees and Costs.** The obligations of the Parties herein made pursuant to this Agreement are in full and final settlement and satisfaction of all claims, expressly including any and all of the Parties’ attorneys’ fees and costs associated with the settlement of issues related to the title of the Property, including costs related to the negotiation and execution of this Agreement, but excluding reasonable attorney’s fees and costs arising out of a breach of this Agreement or to enforce the Agreement.

4.3 **Indemnity and Hold Harmless.** Gulfview agrees to indemnify and hold harmless the City and the Releasees, from any and all costs, fees, liens, bills, expenses, liabilities,

and losses, which might be incurred as a result of any outstanding real estate tax bills, mortgage debt or expenses or rights of reimbursements related to the Property, including but not limited to liens on the Property.

## **ARTICLE V MISCELLANEOUS**

5.1 **Electronic Signatures.** Facsimile transmission or e-mail transmission of any signed original document, and retransmission of any signed facsimile or e-mail transmission, shall be the same as the delivery of an original. At the request of either Party, the Parties shall confirm facsimile-transmitted signature by signing an original document. Electronic signatures shall be valid and binding provided that the Party providing such signature shall provide an original upon request of the other Party.

5.2 **Choice of Law.** The Parties agree that this Settlement Agreement shall be governed by and construed and interpreted according to the laws of the state of Illinois.

5.3 **Entire Agreement.** The Parties agree that all of the terms, conditions, covenants, promises, and warranties by and between the Parties are contained herein this Agreement. Any prior agreements, negotiations, representations, covenants, promises and warranties concerning the Parties' claims are merged into this Agreement. If any provision or part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute or ordinance, then the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.

5.4 **Modification.** This Agreement may not be modified in any manner, except by duly executed written consent or agreement of all of the Parties.

5.5 **Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same

document. All of such counterparts shall be construed together with and shall constitute Agreement, but in making proof, it shall only be necessary to produce one such counterpart. A facsimile transmission or pdf signature shall be as valid and enforceable as an original.

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

CITY:  
CITY OF EAST PEORIA

GULFVIEW MANAGEMENT LLC, SERIES  
20:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: JOHN P. KAHL

NAME: DOUG HUFF

ITS: MAYOR

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST

BY: \_\_\_\_\_

NAME: MORGAN R. CADWALADER

ITS: CITY CLERK

DATE: \_\_\_\_\_



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

**John P. Kahl**  
Mayor

Resolution No. 2021-015

**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

Jeffrey 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

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

**FROM:** Jeff Becker, Director of Finance/Treasurer

**DATE:** 6-10-2020

**SUBJECT:** Laserfiche licensing renewal

**DISCUSSION:** The city uses Laserfiche for its electronic document storage/handling solution as well as online form processes. This software has an annual maintenance cost associated with it. The software manufacturer only allows one vendor to resell their software business model for this software is to sell through a specific reseller and not allow other resellers. The cost of the licensing has remained the same as last year.

**RECOMMENDATION:** Renew the city's Laserfiche licensing through R&D Computer Systems for \$12,814.75.

**RESOLUTION NO. 2021-015**

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

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

**RESOLUTION APPROVING LASERFICHE SOFTWARE LICENSING RENEWAL FOR  
THE CITY**

**WHEREAS**, the City's uses Laserfiche Software for its electronic document storage and handling solution for use by all departments of the City; and

**WHEREAS**, the Laserfiche Software has an annual maintenance cost associated with it; and

**WHEREAS**, after an initial purchase, the software manufacturer only allows that vendor to resell their software; and

**WHEREAS**, R&D Computer Systems, LLC, the Laserfiche reseller, has offered to sell the license maintenance for the Laserfiche Software at a cost of \$12,814.75; and

**WHEREAS**, it is in the best interests of the City to procure the Renewal of the Laserfiche Software Licensing;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT** the Mayor or his designee is hereby authorized and directed to execute all documents and make all payments necessary for the Renewal of the Laserfiche Software Licenses in a total amount not to exceed \$12,814.75; provided, however, that the City shall have no obligation under the terms of this Resolution until all necessary documents have been delivered to the R&D Computer Systems, LLC.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

# R&D Computer Systems, LLC

# Invoice

P.O. Box 860106  
 Shawnee, KS 66286-0106  
 (913) 631-7600

|          |           |
|----------|-----------|
| Date     | Invoice # |
| 4/9/2020 | 3148      |

|   |
|---|
| Bill To   |
| Accts. Payable<br>City of East Peoria<br>401 W. Washington St.<br>East Peoria, IL 61611 |

|         |
|---------|
| Ship To |
|         |

|              |        |     |          |     |        |         |
|--------------|--------|-----|----------|-----|--------|---------|
| P.O. Number  | Terms  | Rep | Ship     | Via | F.O.B. | Project |
| yrly renewal | Net 30 | JS  | 4/9/2020 |     |        |         |

| Quantity  | Item Code | Description   | Price Each | Amount   |
|---|-----------|---|------------|----------|
| 5   | EAFRMB    | Rio Forms Auth. Participant LSAP                    | 40.00      | 200.00   |
| 55  | ECNCB     | Rio Laserfiche Connector Maintenance                | 8.35       | 459.25   |
| 55  | EFRMB     | LF Form for RIO LSAP                                | 16.70      | 918.50   |
| 55  | ENFB      | RIO NAMED USER LSAP                                 | 167.00     | 9,185.00 |
| 1   | EPFRMB    | Laserfiche Rio Forms Portal Basic LSAP              | 1,599.00   | 1,599.00 |
| 1   | IAB       | Laserfiche Import Agent Annual Software Maintenance | 300.00     | 300.00   |
| 1   | QC5B      | LF Quick Field LSAP                                 | 120.00     | 120.00   |
| 1   | SC01B     | RIO- ScanConnect LSAP                               | 33.00      | 33.00    |
| <p>Annual Laserfiche Software Maintenance renewal:<br/>                     07/08/20-07/07/21<br/>                     IN ORDER TO KEEP YOUR LASERFICHE SOFTWARE MAINTENANCE COVERAGE CURRENT, PLEASE REMIT PAYMENT AT LEAST 2 WEEKS BEFORE YOUR EXPIRATION DATE IN ORDER FOR YOUR RENEWAL TO BE PROCESSED BY LASERFICHE. LASERFICHE CHARGES A REINSTATEMENT FEE IF EXPIRED</p> |           |   |            |          |

|                              |              |             |
|------------------------------|--------------|-------------|
| Thank you for your business. | <b>Total</b> | \$12,814.75 |
|------------------------------|--------------|-------------|

6



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

Resolution No. 2021-021

**John P. Kahl**  
Mayor

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

**COMMISSIONERS**

Seth Mingus  
Public Health & Safety

**FROM:** Jeffery Becker, Director of Finance

**DATE:** 6-12-2020

Mark E. Hill  
Dept. of Accounts & Finance

**SUBJECT:** Microsoft License Subscription

Daniel S. Decker  
Dept. Streets &  
Public improvements

**DISCUSSION:** The city maintains a subscription for the Microsoft products that it operates. The 1-year license term runs from 4-1-2020 through 3-31-2021, paid annually. The cost for 4-1-2020 through 3-31-2021 is \$38,715.00.

Michael Sutherland  
Dept. Public Property

**RECOMMENDATION:** Approve the quote form PTC Select for \$38,715.00 for 1-year licensing term.

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

**RESOLUTION NO. 2021-021**

**East Peoria, Illinois**  
**2020**

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

**RESOLUTION APPROVING MICROSOFT SOFTWARE LICENSING RENEWAL  
FOR THE CITY**

**WHEREAS**, the City's Annual Budget for Fiscal Year 2020-21 provides for the continued procurement of the Microsoft Software Licensing Renewal for use by all departments of the City; and

**WHEREAS**, the City received bids for the Microsoft Licensing Renewal for the Fiscal Year 2020-21 receiving the low bid from PTC Select in the amount of \$38,715.00; and

**WHEREAS**, it is in the best interests of the City to accept the low bid for the Renewal of the Microsoft Software Licensing from PTC Select;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT** the Mayor or his designee is hereby authorized and directed to execute all documents and make all payments necessary for the Renewal of the Microsoft Software Licenses in a total amount not to exceed \$38,715.00; provided, however, that the City shall have no obligation under the terms of this Resolution until all necessary documents have been delivered to the PTC Select.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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



**SALES QUOTE**

Sales Quote No: 26102  
 Date: 6/12/20  
 Account No:

2450 N. Knoxville Avenue Peoria, IL 61604  
 P: 309-685-8400 F: 309-685-9522

**Bill To:** East Peoria, City of  
 401 W. Washington Street  
 East Peoria, IL 61611  
 USA

**Ship To:** East Peoria, City of  
 401 W. Washington Street  
 East Peoria, IL 61611  
 USA

| Sales Person  | P.O. Number | Ship Method | Payment Terms | Quote Expires On |
|---------------|-------------|-------------|---------------|------------------|
| Cory G. Knoll |             | email       | Net 30        | 7/12/20          |

**Notes**  
 Microsoft Open Value 12-month Subscription License Renewal per Jeff Becker JeffBecker@cityofeastpeoria.com  
 Agreement Number:  
 Start New SA only agreement

| Item No   | Description  | Quantity | UM | Price      | Disc | Amount     |
|-----------|--|----------|----|------------|------|------------|
| 9EM-00445 | Microsoft Windows Server Standard Core 2016 (2-Core) Lic/SA, OVL Level D AddProd Lic w/SA 1-year   | 96.00    | EA | \$37.00    | 0.00 | \$3,552.00 |
| 9EA-00544 | Microsoft Windows Server DataCenter Core 2016 (2-Core) Lic/SA, OVL Level D AddProd Lic w/SA 1-year | 8.00     | EA | \$256.00   | 0.00 | \$2,048.00 |
| 312-03719 | Microsoft Windows Exchange Server Standard Edition ,OLV Level D,Lic w/ SA, Addtl Prod, 1-year      | 1.00     | EA | \$228.00   | 0.00 | \$228.00   |
| 5HU-00046 | Microsoft Skype for Bus Server OLV Level D AddProd Lic w/SA 1-year                                 | 1.00     | EA | \$1,177.00 | 0.00 | \$1,177.00 |
| 76P-00739 | Microsoft Office SharePoint Server OVS Lic/SA LevelD 1yr AP  | 1.00     | EA | \$2,195.00 | 0.00 | \$2,195.00 |
| 228-07279 | Microsoft Windows SQL Server Std Ed, English,Lic/SA, OLV D, 1YR addtl Product                      | 1.00     | EA | \$289.00   | 0.00 | \$289.00   |
| 7NQ-00146 | Microsoft SQL Server Std Ed 2-Core OLV Level D AddProd Lic w/SA 1-year                             | 2.00     | EA | \$1,157.00 | 0.00 | \$2,314.00 |
| W06-01123 | Microsoft Core CAL Suite, OV License w/SA, 1YR Enterprise - device CAL                             | 7.00     | EA | \$54.00    | 0.00 | \$378.00   |
| 76A-00360 | Microsoft Enterprise CAL Suite, LicSAPk, OLV Level D, 1-year, Ent Device-CAL w/ Services           | 30.00    | EA | \$119.00   | 0.00 | \$3,570.00 |
| YEG-00140 | Microsoft Skype for Bus Plus CAL - device, LicSAPk, OLV Level D, Additional Product, 1-year        | 30.00    | EA | \$35.00    | 0.00 | \$1,050.00 |
| W06-01141 | Microsoft Core CAL Suite, Enterprise - user OVS AddProd Lic w/SA 1-year                            | 111.00   | EA | \$69.00    | 0.00 | \$7,659.00 |
| 76A-00361 | Microsoft Enterprise CAL Suite, LicSAPk, OLV Level D, 1-year, Ent User-CAL w/ Services             | 51.00    | EA | \$153.00   | 0.00 | \$7,803.00 |
| YEG-00151 | Microsoft Skype for Bus Plus CAL - user, LicSAPk, OLV Level D, Additional Product, 1-year          | 51.00    | EA | \$45.00    | 0.00 | \$2,295.00 |
| 021-09108 | Microsoft Office Standard Edition License with SA OLV 1 year                                       | 24.00    | EA | \$143.00   | 0.00 | \$3,432.00 |
| 021-09108 | Microsoft Office Standard Edition License with SA OLV 1 year                                       | 3.00     | EA | \$143.00   | 0.00 | \$429.00   |
| 9EM-00445 | Microsoft Windows Server Standard Core 2016 (2-Core) Lic/SA, OVL Level D AddProd Lic w/SA 1-year   | 8.00     | EA | \$37.00    | 0.00 | \$296.00   |

TERMS: Full payment due upon receipt of this invoice, Balances past due 30 days are subject to 1.5% service charge per month. Use of a credit card to pay terms account will be subject to a 3% handling fee. Thank you for your business.

|                       |                    |
|-----------------------|--------------------|
| Invoice Subtotal:     | \$38,715.00        |
| Discount:             | \$0.00             |
| Freight:              | \$0.00             |
| NT -AU1:              | \$0.00             |
| Total Tax:            | \$0.00             |
| <b>Invoice Total:</b> | <b>\$38,715.00</b> |

2450 N. Knoxville Avenue Peoria, IL 61604 309-685-8400

GST: 37-0841284



We have prepared a quote for:

City of East Peoria

MS Licensing

Quote # BB004595EP Version 1

Prepared by:

Blake Barnard

Engineered by:

Aaron Sherman

**Products**

| Description  | Qty |
|--|-----|
| 9EM-00445 Microsoft Windows Server Standard Edition - License & Software Assurance - 2 Core - 1 Year - Price Level D - Additional Product, Government, Annual Fee - Microsoft Open Value Subscription - All Languages - PC | 96  |
| 9EA-00544 Microsoft Windows Server Datacenter Edition - License & Software Assurance - 2 Core - 1 Year - Price Level D - Additional Product, Annual Fee - Microsoft Open Value Subscription - All Languages - PC           | 8   |
| 312-03719 Microsoft Exchange Server Standard Edition - License & Software Assurance - 1 Server - Price Level D - Additional Product, Annual Fee - Microsoft Open Value Subscription - All Languages - PC                   | 1   |
| 5HU-00046 Microsoft Lync Server - License & Software Assurance - 1 Server - Price Level D - Additional Product, Annual Fee - MOLP: Open Value Subscription - All Languages - PC  | 1   |
| 76P-00739 Microsoft Office SharePoint Server - License & Software Assurance - 1 Server - Price Level D - Additional Product, Annual Fee - Microsoft Open Value Subscription - All Languages - PC                           | 1   |
| 228-07279 Microsoft SQL Server Standard Edition - License & Software Assurance - 1 Server - Price Level D - Additional Product, Annual Fee - Microsoft Open Value Subscription - All Languages - PC                        | 1   |
| 7NQ-00146 Microsoft SQL Server Standard Core Edition - License & Software Assurance - 2 Core - Price Level D - Additional Product, Annual Fee - Microsoft Open Value Subscription - All Languages - PC                     | 2   |
| W06-01123 Microsoft Core CAL - License & Software Assurance - 1 Device CAL - Price Level D - Annual Fee - Microsoft Enterprise Agreement - All Languages - PC  | 7   |
| 76A-00360 Microsoft Enterprise CAL Suite - License & Software Assurance - 1 Device CAL - Price Level D - Annual Fee - Microsoft Open Value Subscription - All Languages - PC   | 30  |
| YEG-00140 Microsoft Lync Server Plus CAL - License & Software Assurance - 1 Device CAL - Price Level D - Annual Fee - Microsoft Open Value Subscription - All Languages - PC   | 30  |
| W06-01141 Microsoft Core CAL - License & Software Assurance - 1 User CAL - Price Level D - Annual Fee - Microsoft Enterprise Agreement - All Languages - PC  | 111 |
| 76A-00361 Microsoft Enterprise CAL Suite - License & Software Assurance - 1 User CAL - Price Level D - Annual Fee - Microsoft Open Value Subscription - All Languages - PC   | 51  |

Products

| Description  |   | Qty |
|--------------|---|-----|
| YEG-00151    | Microsoft Lync Server Plus CAL - License & Software Assurance - 1 User<br>CAL - Price Level D - Annual Fee - Microsoft Open Value Subscription -<br>All Languages - PC  | 51  |
| 021-09108    | Microsoft Office Standard Edition - License & Software Assurance - 1 PC<br>- Price Level D - Annual Fee, Additional Product, Volume - Microsoft<br>Open Value Subscription - All Languages - PC                           | 24  |
| 021-09108(2) | Microsoft Office Standard Edition - License & Software Assurance - 1 PC<br>- Price Level D - Annual Fee, Additional Product, Volume - Microsoft<br>Open Value Subscription - All Languages - PC                           | 3   |
| 9EM-00445(2) | Microsoft Windows Server Standard Edition - License & Software<br>Assurance - 2 Core - 1 Year - Price Level D - Additional Product,<br>Government, Annual Fee - Microsoft Open Value Subscription - All<br>Languages - PC | 8   |



## MS Licensing

### Prepared by:

Heart East Peoria  
Blake Barnard  
(309) 427-7264  
bbarnard@heart.net  
3105 N Main St.  
East Peoria, IL 61611

### Prepared for:

City of East Peoria  
Jeff Becker  
(  
JeffBecker@cityofeastpeoria.com  
401 W. Washington  
East Peoria, IL 61611

### Quote Information:

Quote #  
Version: 1  
Delivery Date: 06/10/2020  
Expiration Date: 06/25/2020

## Quote Summary

| Description  |
|--------------|
| MS Licensing |

Total: \$39,834.65

## Payment Schedule

| Description                     | Payments | Interval | Amount      |
|---------------------------------|----------|----------|-------------|
| Purchase Price: 100% on Signing |          |          |             |
| 100% on Signing                 | 1        | One-Time | \$39,834.65 |

## Payment Due at Signing

| Description                                      | Amount      |
|--|-------------|
| Purchase Price: 100% on Signing: 100% on Signing |             |
| Total of 100% on Signing Payment                 | \$39,834.65 |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

## Heart East Peoria

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## City of East Peoria

Signature: \_\_\_\_\_  
Name: Jeff Becker  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Statement of Work

### **Customer Responsibility**

This job will not be taxable. Customer shall provide tax-exempt certificate.

### **Heart Technologies, Inc., Responsibility**

This proposal is for material only.

Customer has reviewed and acknowledged statement of work. \_\_\_\_\_

## Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, and if written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of materials, and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to 90% of the first 50% of the job covered by this contract and 100% of the last 50% of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any billing. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. In the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, and the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid by the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied, with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claims for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for all labor, material and job costs plus his regular mark-up for overhead and profit.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.



## Standard Terms and Conditions

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.

## MEMORANDUM

June 12, 2020

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

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

SUBJECT: Resolution Regarding Services for City's Employee Wellness Program

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### DISCUSSION:

The City's Wellness Committee annually conducts an employee health and wellness program that includes a health risk assessment program, and participation in the health risk assessment program also allows City employees and retirees to receive the Wellness Incentive available under the City's Group Health Care Plan. The health risk assessment program is usually conducted as a part of the employee Health Fair during the annual employee enrollment meetings in the month of April. However, due to the COVID-19 pandemic, the annual employee enrollment meetings and Health Fair were cancelled in April this year. The City's Wellness Committee has determined that this portion of the City's Wellness Program should continue in 2020 despite the cancellation of this year's Health Fair. Accordingly, the Wellness Committee has again negotiated a contract with Optimum Health Solutions, Inc., to conduct individual health screenings and the health risk assessment program for City employees and to assist the Wellness Committee with the City's Wellness Program throughout the year.

The contract with Optimum Health Solutions, Inc. provides health risk assessment services for \$70 per individual health screening, while coaching services are provided at \$25 per coaching meeting or telephone call. These rates are unchanged from the 2019 contract. The contract further provides for ongoing meetings with the City's Wellness Committee to review wellness initiatives and to educational wellness presentations for the City.

### RECOMMENDATION:

Our office and the Wellness Committee recommend that the Council pass this Resolution.

c: Teresa Durm  
Dennis Triggs

**RESOLUTION NO. 2021-018**

**East Peoria, Illinois**

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

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

**RESOLUTION APPROVING CONTRACT WITH OPTIMUM HEALTH SOLUTIONS  
FOR ASSISTING WITH THE EMPLOYEE WELLNESS PROGRAM**

**WHEREAS**, due to the COVID-10 pandemic, the annual employee health and wellness fair was not held in conjunction with the annual health plan enrollment in April of this year; and

**WHEREAS**, the Wellness Committee has determined that it is in the best interests of City employees and the City that City employees should still be given the opportunity to participate in the annual health risk assessment program as part of the City's Wellness Programs and related activities available for participating City employees; and

**WHEREAS**, the Wellness Committee recommends that the City again enter into a contract with Optimum Health Solutions, Inc., for the purpose of conducting health screening and health risk assessment programs for City employees participating in the City's Wellness Program and for employees and retirees participating in the Wellness Incentive under the City's Group Health Care Plan; and

**WHEREAS**, Optimum Health Solutions has been assisting the City with the City's Wellness Program and related wellness initiatives for the past several years; and

**WHEREAS**, the City has scheduled the blood draw portion of the annual health risk assessment program to be conducted by Optimum Health Solutions for all participating City employees and retirees on June 25 and 26, 2020; and

**WHEREAS**, based upon the recommendation of the Wellness Committee, the City Council hereby finds that it is in the best interests of the City to approve and enter into a new contract with Optimum Health Solutions (attached as "Exhibit A"), for conducting a health risk assessment program and related blood draw for City employees and retirees participating in the Wellness Incentive under the City's Group Health Care Plan;

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

**Section 1.** The City adopts the recommendations made by the Wellness Committee, as set forth above, and approves the contract (Exhibit A) with Optimum Health Solutions, Inc. and further ratifies any previous action taken by the City and City Officials to approve the contract prior to conducting the blood draw portion of the health risk assessment program under the City's Wellness Program.

**Section 2.** The Mayor, or his designee, and the City Clerk are hereby authorized to execute the contract with Optimum Health Solutions, Inc., attached as "Exhibit A", together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the contract with Optimum Health Solutions, Inc. until such time as an executed contract has been delivered to Optimum Health Solutions, Inc.

**APPROVED:**

---

Mayor

**ATTEST:**

---

City Clerk

**EXHIBIT A**

**Contract with Optimum Health Solutions, Inc.**

## **AGREEMENT TO PROVIDE HEALTH PROMOTION SERVICES**

This Services Agreement is made and entered into as of the 1<sup>st</sup> day of April, 2020 (the “Effective Date”), by and between Optimum Health Solutions, Inc. (“OHS”) and City of East Peoria (“Client”).

WHEREAS, the Client desires to obtain health promotion service from OHS.

WHEREAS, OHS shall provide these health promotion services to Client.

### **1. Definitions**

- (a) “Effective Date” shall mean the 1st day of April, 2020.
- (b) “Eligible Person” means an employee of the Client or, as applicable, the spouse or dependent over the age of 18 of such employee, who is permitted by the Client to participate in the designated wellness program.
- (c) “Health Coaching” means, for Eligible Participants who participate in the Wellness Program, the assessment of their current health risk status, identifying areas of concern, establishment of goals for personal improvement, providing skills and motivation for health improvement, and measuring individual progress and establishing benchmarks for improvement in the areas of concern.
- (d) “Health Screening” means an event organized for the Eligible Persons of the employer for the purpose of obtaining biometric data (for example, cholesterol, blood glucose, blood pressure, etc.) from Participants.
- (e) “Participant” means an Eligible Person who has chosen to participate in the wellness program, and who submits a completed Health Risk Assessment.
- (f) “Software Platform and Applications” means the tool utilized for the identification, communication and methods for the reduction of individual health risks which, in the aggregate, provide a process for enhancing the health of an employer’s workforce.

### **2. Software Platform and Applications**

OHS shall provide an on-line Health Risk Assessment, Personal Health Report for each Participant, Aggregate Reports for the Client, Participant Portal Access and Engagement Applications through its Software Platform.

### **3. Health Screening**

OHS shall provide an on-site health screening during the employer’s regular business hours on a mutually agreeable time and date and annually thereafter. Standard services shall include the following items:

- (a) Lipid Profile
- (b) Comprehensive Metabolic Panel
- (c) Complete Blood Count

- (d) Blood Pressure
- (e) Height and Weight
- (f) Waist Circumference
- (g) Pulse

4. **Health Coaching**

Following each annual health screening, OHS will determine Health Coaching Eligibility based on risk factors present. Each Participant will be confidentially contacted via telephone to address their health issues. OHS will contact the Participants at a mutually agreed upon time via telephone for a set number of consultations based upon their risk factors. Those with 0-1 risk factors will receive 2 calls. Those with 2-3 risk factors will receive 4 calls. Those with 4 or more risk factors will receive 10 calls.

5. **Predictive Modeling Services**

OHS will enhance the Health Coaching Services with its predictive modeling tool if claim data is available. The predictive modeling tool is utilized by the health coaches to identify preventive screening compliance, gaps in care and disease state compliance.

6. **Cooperation**

The Client shall designate an employee to serve as coordinator with OHS in connection with its duties under this Agreement. The Employer shall promote and support the programs offered by OHS and encourage its Eligible Employees to participate therein.

7. **Confidentiality**

OHS shall handle confidential protected health information in accordance with the provisions of the attached Business Associate Addendum, Exhibit B. OHS will not disclose individually identifiable health information to the Client.

8. **Fee**

The Employer shall pay to OHS a fee for standard services as described on Exhibit A.

9. **Effective Date, Term and Termination**

- a) This Agreement shall begin on the Effective Date and continue for a period of 1 year from that date (the “initial term”), unless otherwise terminated pursuant to the terms hereof.
- b) Termination for Material Breach. Either OHS or the Client may terminate this Agreement by providing the other party with a minimum of ninety (90) days’ prior written notice in the event the other party commits a Material Breach (as defined below). Said notice must specify the nature of such Material Breach. The breaching party shall have thirty (30) days from the date of receipt of the foregoing notice to cure said Material Breach. In the event the breaching party fails to cure the Material Breach within said thirty (30) day period, this Agreement shall automatically terminate upon expiration of the ninety (90) day notice period. For purposes of this Agreement, the term “Material Breach” shall mean a breach of an essential term of this Agreement, not caused by or contributed to by the aggrieved party.

10. **Indemnity**

OHS shall indemnify the Client and hold it harmless from any and all loss, cost, claim, liability, damage or expense, including reasonable attorney fees, which it may incur with respect to any third party claims resulting solely from the negligent acts or omissions of OHS in connection with conduct of services.

11. **Relationship of Parties**

The relationship created by this Agreement is that of independent contractors. Nothing herein shall be construed to create a relationship between the parties of employer and employee, principal and agent, partners or joint venturers.

12. **Entire Agreement**

This is the entire agreement between the parties and supersedes all other agreements, either oral or in writing. No promises, warranties, inducements or representations have been made except as set forth in this Agreement. This Agreement may not be modified except by written agreements signed by authorized officers of the parties.

13. **Governing Law**

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws.

14. **Waiver of Breach**

The failure of either party to require strict adherence of the other to the requirements of this Agreement shall in no way affect the respective rights of either party to enforce same nor shall any waiver of any breach of this contract be construed as a waiver of any subsequent breach or a waiver or modification of the provisions of this Agreement.

15. **Force Majeure**

Neither party shall be liable for failure or delay of performance hereunder arising from Acts of God or other acts or occurrences beyond control of the parties, including but not limited to acts of courts and regulatory bodies, fires, explosions, weather-related obstacles to performance, labor stoppages, war or rebellion.

16. **Notices**

All notices given under this Agreement shall be in writing and sent by first class United States mail, postage prepaid, to the other party as set forth below, or to such other person or address as either party may designate from time to time in writing to the other party.

***To OHS:***

Christine McMillin  
Optimum Health Solutions, Inc.  
221 Northeast Glen Oak Avenue  
Peoria, Illinois 61614

***To Client:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

**OPTIMUM HEALTH SOLUTIONS, INC.**

**CITY OF EAST PEORIA**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Fee Schedule

- One Time Set Up Fee: Waived
- Screening Fee: Client shall pay \$70.00 per participant that completes any portion of the screening process (including the Health Risk Assessment or Screening).
- Software Platform and Applications: Included in Screening Fee
- Health Coaching: Client shall pay \$25.00 per call. This fee includes the predictive modeling tool for incentive based coaching programs.
- Data Integration Fees: OHS will work with the Client to import data feeds at no cost to the Client. Data integration fees will not apply to any data download or upload following the accepted format of OHS.
- Programming Options:
  - Wellness Pro (\$10,000 annually)
  - Wellness Premium (\$600 per challenge)
  - Wellness Basic (\$400 per presentation)

#### Additional Fees:

- Health Risk Assessments are available on-line only and included in the above fees. Paper copies of the Health Risk Assessment will be charged at a fee of \$2.00 per assessment.
- Personal Health Reports are provided on-line only and included in the above fees. Paper copies of the Personal Health Reports will be charged at a fee of \$10.00 each.
- Shipping Costs for paper copies of Health Risk Assessments or Personal Health Reports will be billed at cost.

Payment of Fees: The Client shall pay all fees within thirty (30) days of receipt of the invoice.

## MEMORANDUM

June 11, 2020

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

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

SUBJECT: Resolution Authorizing Delivery and Carry Out of Mixed Drinks by Liquor License Holders (for Off-Premise Consumption)

---

### DISCUSSION:

The State recently enacted Public Act 101-631 that amends the Illinois Liquor Control Act to allow for the sale of carry out mixed drinks and cocktails by liquor license holders. This Public Act 101-631 created new Section 6-28.8 of the Illinois Liquor Control Act with an effective period of one year, at which time this new provision will be repealed. This Public Act applies to liquor license holders with a pour license for retail sales of alcoholic beverages for on-site consumption. This Public Act is meant to assist businesses holding liquor licenses during these unusual times related to the COVID-19 pandemic and the related limitations that may be imposed on such liquor license holders in conducting their business operations during the COVID-19 pandemic.

The City seeks to assist local businesses that hold a liquor license to the greatest extent possible during the COVID-19 pandemic period. This Resolution allows for the sale of carry out mixed drinks and cocktails by liquor license holders with licenses for on-site consumption, while also allowing for curbside or home delivery of both carry out mixed drinks and packaged liquor. Liquor license holders will be permitted to sell carry out mixed drinks and to deliver carry out mixed drinks and packaged liquor by curbside and home delivery at no additional cost or application to the City. This Resolution will be valid for the one-year effective period of the new Section 6-28.8 of the Illinois Liquor Control Act.

RECOMMENDATION: Approval of this Resolution.

**RESOLUTION NO. 2021-020**

**East Peoria, Illinois**

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

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

**RESOLUTION ESTABLISHING PARAMETERS FOR DELIVERY  
AND CARRY OUT OF MIXED DRINKS BY LIQUOR LICENSE HOLDERS  
DURING THE COVID-19 PANDEMIC PERIOD**

**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 or limited the sale of alcoholic beverages for on-site consumption by holder of liquor licenses issued by the State and local municipalities; and

**WHEREAS**, Public Act 101-631 (effective June 2, 2020) was recently enacted to allow curbside and home delivery of carry-out mixed drinks by liquor license holders during this COVID-19 pandemic period; and

**WHEREAS**, as a means to allow curbside and home delivery of carry-out mixed drinks, Public Act 101-631 created new Section 28.8 in the Illinois Liquor Control Act with an effective period of one year from the effective date of this Public Act; and

**WHEREAS**, the City seeks to ensure that businesses holding liquor licenses within the City are able to maximize business operations throughout the COVID-19 pandemic period while business operations may be limited by State or Federal action; and

**WHEREAS**, the City Council thus 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 be revised as provided herein; and

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

**Section 1.** For businesses with a liquor license that allow on-site consumption of alcoholic beverages under Class A, C, D, E, V, Z, or AS liquor licenses, such businesses may sell carry out cocktails and mixed drinks (“carry-out mixed drinks”) for consumption off premises as provided herein:

- A “carry-out mixed drink” is any beverage obtained by combining ingredients alcoholic in nature, whether brewed, fermented, or distilled, with ingredients non-alcoholic in nature, such as fruit juice, lemonade, cream, or a carbonated beverage.
- The carry-out mixed drink shall be placed in a sealed container by the liquor license holder at the licensed premises of the liquor license holder.
- "Sealed container" means a rigid container that contains a carry-out mixed drink, and (1) is new, has never been used, (2) has a secured lid or cap designed to prevent consumption without removal of the lid or cap, and (3) is tamper-evident. "Sealed container" does not include a container with a lid with sipping holes or openings for straws or a container made of plastic, paper, or polystyrene foam.
- “Tamper-evident” means a lid or cap that has been sealed with tamper-evident covers, including, but not limited to, wax dip or heat shrink wrap.
- "Original container" means a container that is filled, sealed, and secured by an employee of the liquor license holder at the liquor license holder's location with a tamper-evident lid or cap.
- The sealed container containing the carry-out mixed drink shall be affixed with a label or tag that contains the following information: (1) ingredients, including type and name of the alcohol; (2) the name, license number, and address of the liquor license holder that filled the original container and sold the carry-out mixed drink; (3) the volume of the carry-out mixed drink in the sealed container; and (4) the date the carry-out mixed drink was placed in the sealed container that is less than 7 days before the date of sale.
- No fee or additional license shall be required to prepare or sell carry-out mixed drink as set forth in the Resolution.

**Section 2.** For businesses with a liquor license that allow on-site consumption of alcoholic beverages under Class A, C, D, E, V, Z, or AS liquor licenses, the business may provide for the home delivery or curbside delivery of carry-out mixed drinks as provided herein:

- The carry-out mixed drink shall be transferred to the purchaser by an employee of the liquor license holder, and the employee shall (1) be at least 21 years of age, (2) be properly trained regarding the delivery of liquor to a purchaser, and (3) verify the age of the purchaser upon delivery of the carry-out mixed drink to the purchaser.
- The liquor license holder shall not permit delivery of the carry-out mixed drink by any third-party or entity who is not an employee of the liquor license holder.

- If the age or intoxication level of the purchaser cannot be verified at the delivery point by the employee of the liquor license holder, the sale of the carry-out mixed drink shall be canceled by the employee.
- If by curbside delivery, the employee of the liquor license holder shall place the carry-out mixed drink in the trunk or rear compartment of the purchaser's vehicle and shall not place the carry-out mixed drink in the passenger area of the vehicle.
- If by home delivery, the employee of the liquor license holder transporting the carry-out mixed drink shall place the carry-out mixed drink in the trunk or rear compartment of the transporting vehicle and shall not place the carry-out mixed drink in the passenger area of the transporting vehicle.
- No fee or additional license shall be required to provide carry-out mixed drinks by curbside delivery or home delivery as set forth in the Resolution

**Section 3.** For businesses with a liquor license that permit sale of alcoholic liquor in original packages for off-premises consumption (not for on-site consumption), the business may provide for the home delivery or curbside delivery of packaged liquors as provided herein:

- The liquor license holder shall have a valid liquor license issued by the City that allows sales of packaged liquors for off-site consumption.
- The packaged liquor shall be transferred to the purchaser by an employee of the liquor license holder, and the employee shall (1) be at least 21 years of age, (2) be properly trained regarding the delivery of liquor to a purchaser, and (3) verify the age of the purchaser upon delivery of the packaged liquor to the purchaser.
- The liquor license holder shall not permit delivery of the packaged liquor by any third party who is not an employee of the liquor license holder.
- If the age or intoxication level of the purchaser cannot be verified at the delivery point by the employee of the liquor license holder, the sale of the packaged liquor shall be canceled by the employee.
- If by curbside delivery, the employee of the liquor license holder shall place the packaged liquor in the trunk or rear compartment of the purchaser's vehicle and shall not place the packaged liquor in the passenger area of the vehicle.
- If by home delivery, the employee of the liquor license holder transporting the packaged liquor shall place the package liquor in the trunk or rear compartment of the transporting vehicle and shall not place the packaged liquor in the passenger area of the transporting vehicle.
- No fee or additional license shall be required to provide packaged liquor by

curbside delivery or home delivery as set forth in the Resolution.

**Section 4.** Any provisions of Section 3-3-4.14 of the City Code that are in conflict with this Resolution shall be suspended during the duration of the one-year effective period of this Resolution as set forth herein. Further, except as expressly set forth in this Resolution, this Resolution shall not otherwise affect any other provisions of the City's Liquor Control Regulations.

**Section 5.** This Resolution shall be in full force and effect immediately upon its passage and shall remain in effect until the expiration of the one-year period for Section 28.8 of the Illinois Liquor Control Act as provided in Public Act 101-631, except to the extent that its provisions are revised or revoked by future action by the City Council.

**Section 6.** All ordinances, resolutions, and other, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded during the effective period of this Resolution.

**Section 7.** 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 8.** Upon passage of this Resolution, the City Clerk is hereby directed to provide a copy of this Resolution or its contents to liquor license holders within the City.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

## MEMORANDUM

June 12, 2020

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

FROM: Scott A. Brunton (City Attorney's Office)

SUBJECT: Ordinance Updating the City's Sexual Harassment Policy in the Personnel Policy Manual (Public Act 101-221)

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### DISCUSSION:

In August 2019, the Governor signed Public Act 100-221, which established the Workplace Transparency Act. Furthermore, this Public Act revised the State Officials and Employees Ethics Acts to require the amendment of local governmental unit's sexual harassment policies to address sexual harassment allegations between elected officials. Back in January 2018, the City updated the harassment policy in the City's Personnel Policy Manual in compliance with State legislation adopted at the time that required all units of local government to implement a policy against sexual harassment with certain specific parameters and provisions. This Ordinance now further amends the harassment policy in the City's Personnel Policy Manual to include a provision addressing allegations of sexual harassment between elected City officials and providing for an independent review of such allegations.

Additionally, the Workplace Transparency Act imposes an obligation on all employers (including the City) to provide annual training designed to prevent sexual harassment. This Ordinance also adds this training requirement to the harassment policy in the City's Personnel Policy Manual

### RECOMMENDATION:

Our office recommends approval of this Ordinance.

c: DRT  
Teresa Durm, Human Resources Director

**ORDINANCE NO. 4508**

**AN ORDINANCE FURTHER AMENDING AND ENHANCING THE  
SEXUAL HARASSMENT POLICY IN THE  
CITY OF EAST PEORIA PERSONNEL POLICY MANUAL**

**WHEREAS**, the City of East Peoria established its Personnel Policy Manual by Ordinance No. 2474 in November 1990, which has been subsequently amended and updated by various ordinances including a significant revision and re-issuance in July 2014 by Ordinance No. 4173; and

**WHEREAS**, the City's Personnel Policy Manual sets forth a policy addressing harassment and discrimination in the workplace; and

**WHEREAS**, the State of Illinois previously enacted Public Act 100-554 (effective November 16, 2017), which required that all units of local government enact a policy prohibiting sexual harassment; and

**WHEREAS**, pursuant to Public Act 100-554, the City amended the policy prohibiting harassment and discrimination in the City's Personnel Policy Manual to comply with the provisions of Public Act 100-554; and

**WHEREAS**, the State of Illinois has more recently enacted Public Act 101-221 (effective August 9, 2019), creating the Workplace Transparency Act and amending the State Officials and Employees Ethics Act; and

**WHEREAS**, under the provisions of Public Act 101-221, the City is required to amend its policy prohibiting sexual harassment to specifically address allegations of sexual harassment between elected City officials, while also imposing an obligation on the City to provide prevention training to all City employees regarding the City's policy prohibiting sexual harassment; and

**WHEREAS**, the City of East Peoria hereby finds that it is in the best interests of the City to update the City's policy prohibiting harassment and discrimination as set forth in the City's Personnel Policy Manual as provided herein; and

**WHEREAS**, the City Council hereby finds that the adoption of these additional revisions to the policy prohibiting harassment and discrimination in the City's Personnel Policy Manual as set forth herein are in the best interests of the City and its employees;

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

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

**Section 2.** Section 2.10 of the City's Personnel Policy Manual is hereby revised as follows (additions are indicated by underline; deletions by ~~strikeout~~):

**Section 2.10 – Harassment (Including Sexual Harassment) Policy.**

**(a) Statement of Policy.** It is the policy of the City to promote a productive work environment free from unlawful harassment and discrimination that disrupts or interferes with work performance or creates an intimidating, offensive, or hostile environment. Therefore, it is the City's policy that it will not tolerate or condone harassment or discrimination on the basis of race, color, religion, creed, sex, gender-identity, gender-expression, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, marital status, genetic information, national origin, age, physical or mental disability or handicap, ancestry, military status, unfavorable discharge from military service, arrest record, order of protection status, citizenship status, registered qualifying patient status under the Compassionate Use of Medical Cannabis Pilot Program Act, or any other classification protected under federal or state law. Sexual misconduct is also prohibited. The City will neither tolerate nor condone discrimination, harassment, or sexual misconduct by employees, managers, supervisors, elected officials, co-workers, or non-employees with whom City has a business, service, or professional relationship. Further, retaliation and the filing of false reports as provided in this policy is a violation of this policy and is prohibited. This Section 2.10 shall apply to all City employees, all elected or appointed City officials, and all members of any City Boards, Committees, or Commissions.

**(b) Definitions.**

**Harassment:** Unlawful harassment is defined as sexual harassment or any harassment of a City employee based on an individual's of race, color, religion, creed, sex, gender-identity, gender-expression, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, marital status, genetic information, national origin, age, physical or mental disability or handicap, ancestry, military status, unfavorable discharge from military service, arrest record, order of protection status, status as a victim of domestic or sexual violence, citizenship status, registered qualifying patient status under the Compassionate Use of Medical Cannabis Pilot Program Act, or any other classification protected under federal or state law.

**Sexual Harassment:** Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment".

Conduct which may constitute sexual harassment includes:

- Verbal: Sexual innuendos, suggestive comments, insults, humor, and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, even outside of their presence, of a sexual nature;
- Non-verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, “catcalls,” “smacking” or “kissing” noises;
- Visual: Posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites;
- Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault; and
- Text/Electronic: “Sexting” (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. However, on the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a “reasonable person.” Further, sexual harassment can occur in a variety of circumstances, including but not limited to the following:

- The employee as well as the harasser may be a woman or a man; the employee does not have to be of the opposite sex.
- The harasser can be the employee’s supervisor, an agent of the employer, a supervisor in another area, a co-worker, or a non-employee.
- The employee does not have to be the person harassed, but could be anyone affected by the offensive conduct.
- Unlawful sexual harassment may occur without economic injury to or discharge of the employee.
- The harasser’s conduct must be unwelcome.

**Employee:** For purposes of this policy only, “Employee” includes any individual performing work for City, an apprentice, an applicant for apprenticeship, or an unpaid intern.

**Ethics Officer:** Under this policy, the Ethics Officer shall receive and oversee investigations of complaints made pursuant to this policy. The City's Human Resources Director is hereby appointed as the City's Ethics Officer.

Ethics Officer:

Teresa Durm  
Human Resources Director  
401 W. Washington Street (City Hall)  
East Peoria, IL 61611  
(309) 427-7606  
[teresadurm@cityofeastpeoria.com](mailto:teresadurm@cityofeastpeoria.com)

If the Ethics Officer is absent or otherwise unavailable, the Mayor shall be the Acting Ethics Officer.

Acting Ethics Officer:

John Kahl  
Mayor  
401 W. Washington Street (City Hall)  
East Peoria, IL 61611  
(309) 427-7630  
[JohnKahl@cityofeastpeoria.com](mailto:JohnKahl@cityofeastpeoria.com)

The City reserves the right to change the Ethics Officer and Acting Ethics Officer from time to time.

**(c) Prohibition on Harassment, Sexual Harassment, and Sexual Misconduct.** Unlawful harassment as defined herein is prohibited and shall not be tolerated. Further, it is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the City to prohibit harassment of any person by any City official, City agent, City employee, or City agency or office, including the harassment on the basis of sex or gender. All City officials, City agents, City employees, and City agencies or offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

Further, sexual misconduct is strictly prohibited by the City and can include any inappropriate or illegal conduct of a sexual nature including, but not limited to, sexual abuse, sexual exploitation, sexual intimidation, rape, sexual assault, or ANY sexual contact or sexual communications with a minor (including, but not limited to, conduct or communications which are written, electronic, verbal, visual, virtual or physical).

**(d) Responsibilities – Supervisors.** Each supervisor shall be responsible for ensuring compliance with this policy, including the following:

- (1) Monitoring the workplace environment for signs of discrimination, harassment, or sexual misconduct;

(2) Immediately notifying law enforcement where there is reasonable belief that the observed or complained of conduct violates the criminal laws of the State of Illinois;

(3) Immediately notifying the Department of Children and Family Services (DCFS) Hotline (1-800-25-ABUSE or 1-800-252-2873) if the observed or complained of conduct involves the abuse of a minor;

(4) Immediately stopping any observed acts of discrimination, harassment, or sexual misconduct and taking appropriate steps to intervene, whether or not the involved employees are within his/her line of supervision;

(5) Immediately reporting any complaint of harassment, discrimination, or sexual misconduct to the Ethics Officer or to the Mayor (as the Acting Ethics Officer), and:

(6) Taking immediate action to limit the work contact between the individuals when there has been a complaint of discrimination, harassment, or sexual misconduct, pending investigation.

**(e) Responsibilities – Employees and City Officials.** Each employee and City official must exercise good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment or harassment based on any status protected by law. Further, each employee and City official is responsible for assisting in the prevention of discrimination, harassment, and sexual misconduct through the following acts:

(1) Refraining from participation in, or encouragement of, actions that could be perceived as discrimination, harassment, or sexual misconduct;

(2) Immediately reporting any violations of this policy to a supervisor, Department Head, the Ethics Officer or the Mayor (as the Acting Ethics Officer), or if appropriate under the circumstances, law enforcement or DCFS. See subsection (f)(2) below regarding the bringing or filing of a complaint. Employees are obligated to report violations of this policy as soon as they occur. An employee should not wait until the conduct becomes unbearable before reporting the prohibited conduct. All employees are obligated to report instances of prohibited conduct even if the conduct is merely observed and directed toward another individual and even if the other person does not appear to be bothered or offended by the conduct. All employees are obligated to report instances of prohibited conduct regardless of the identity of the alleged offender (e.g. man, woman, supervisor, elected official, co-worker, volunteer, vendor, member of public);

(3) Cooperating with any investigation of discrimination, harassment, and sexual misconduct; and

(4) Encouraging any employee who confides that he/she is the victim of conduct in violation of this policy to report these acts to a supervisor or the Ethics Officer.

An employee's failure to take action to stop known discrimination, harassment, or sexual misconduct may be grounds for discipline.

There is a clear line in most cases between a mutual attraction and a consensual exchange and unwelcome behavior or pressure for an intimate relationship. A friendly interaction between two persons who are receptive to one another is not considered unwelcome or harassment. Employees are free to form social relationships of their own choosing. However, when one employee is pursuing or forcing a relationship upon another who does not like or want it, regardless of friendly intentions, the behavior is unwelcome sexual behavior. An employee confronted with these actions is encouraged to inform the harasser that such behavior is offensive and must stop. You should assume that sexual comments are unwelcome unless you have clear unequivocal indications to the contrary. In other words, another person does not have to tell you to stop for your conduct to be harassment and unwelcome. Moreover, sexual communications and sexual contact with a minor are ALWAYS prohibited.

If you are advised by another person that your behavior is offensive, you must immediately stop the behavior, regardless of whether you agree with the person's perceptions of your intentions. The following are illustrations of actions that the City deems inappropriate and in violation of this policy:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Retaliating or threatening retaliation after a negative response to a sexual advance or after an employee has made or threatened to make a harassment complaint;
- Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars, or posters;
- Verbal conduct such as making derogatory comments, using epithets or slurs, making sexually explicit jokes or suggestive comments about a person's body or dress;
- Written or electronic communications of a sexual nature or containing statements or images which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes or stereotypes about disabled individuals; and
- Physical conduct such as unwanted touching, assaulting, impeding, or blocking movements.

The City does not consider conduct in violation of this policy to be within the course and scope of employment and does not sanction such conduct on the part of any employee, including supervisory and management employees.

**(f) Procedures for Reporting an Allegation of Harassment.** The City takes allegations of discrimination, harassment, and sexual misconduct very seriously and will actively, promptly, and fairly investigate all complaints of unlawful discrimination, harassment, and sexual misconduct.

(1) **Direct Communication.** An employee who believes that he or she has been subjected to unlawful harassment, whether from a supervisor, co-worker, or other City employee or official, should first communicate to the alleged harasser that such conduct is unwelcome and request it cease, unless it is clear in the circumstances such requests will serve no purpose, or are likely to result in further harassment. When communicating with the alleged harasser, the harassed employee should directly and clearly express her or his objection to the other employee that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo

(2) **Bringing a Complaint.** If confronting the alleged harasser is impracticable or if the result is unsatisfactory, or if any City employee who believes that there has been a violation of this policy, the employee should bring the matter to the attention of City, as provided below by advising his or her supervisor, Department Head, or the Ethics Officer. In the event that the alleged harasser is a supervisor or Department Head, the employee should promptly contact the Ethics Officer or the Mayor (as the Acting Ethics Officer). If a supervisor or a Department Head is contacted about a complaint regarding a violation of this policy, the supervisor or Department Head shall promptly contact the Ethics Officer or Acting Ethics Officer as appropriate regarding the complaint. In the event that the alleged harasser is either the Ethics Officer or the Acting Ethics Officer, the Ethics Officer who is not the subject of the complaint should be contacted by the employee, supervisor, or Department Head.

Whenever practicable, the employee should make the complaint of discrimination, harassment, or sexual misconduct by use of the City's harassment/discrimination form and then providing this form to the supervisor, Department Head, Ethics Officer or, when appropriate, the Acting Ethics Officer.

If the complaint involves someone in the employee's direct line of command, then the employee should go directly to the Ethics Officer or the Mayor (as the Acting Ethics Officer). The complaint should be presented as promptly as possible after the alleged violation of this policy occurs.

The City will take steps to ensure that complaints made are kept confidential to the extent permissible under the law. Individuals who are involved in an investigation under this policy are required to keep the matter confidential to the fullest extent permitted under the law.

(3) **Resolution Outside of the City.** The purpose of this policy is to establish prompt, thorough, and effective procedures for responding to every report and incident so that problems can be identified and remedied by the City. However, in the event the City's internal procedures prove unsatisfactory, all City employees have the right to contact the Inspector General, the Illinois Department of Human Rights (IDHR) at 312-814-6200, or the Equal Employment Opportunity Commission (EEOC) at 800-669-4000, for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s)

unless it is a continuing offense. A complaint with the EEOC must also be filed within 300 days. The Illinois Department of Human Rights and/or the Illinois Human Rights Commission can be contacted at the offices of such agencies, located in Chicago and Springfield. The Springfield addresses are:

Illinois Department of Human Rights  
222 S. College, Room 101A  
Springfield, IL 62704  
(217) 785-5100

Illinois Human Rights Commission  
Room 404A, Stratton Building  
Springfield, IL 62706  
(217) 785-4350

**(g) Reporting and Independent Review of an Allegation of Sexual Harassment Made Against an Elected City Official by Another Elected City Official.**

(1) In addition to the methods of reporting included above, an elected official who either observes another elected official engage in sexual harassment or believes himself or herself to be the object of sexual harassment by another elected official may report such conduct for independent review to the City Attorney. If the City Attorney believes a conflict exists which prevents the City Attorney from conducting an independent review, the City Attorney must notify the Mayor or City Council of such conflict. Upon receiving notification of the conflict, the Mayor or City Council shall authorize the engagement of outside legal counsel to conduct the review.

(2) The City Attorney or outside legal counsel shall conduct an independent review of the allegations and provide any findings to the City Council. Any documents, communications or other records created pursuant to the review shall remain confidential, subject to attorney-client privilege, and will not be disclosed unless such disclosure is authorized by resolution with the concurrence of a majority of all members then holding office on the City Council or as otherwise required by applicable State or federal law.

(3) Such records shall also be presumed as exempt from disclosure under the Freedom of Information Act, to the extent it is applicable.

**(h) Resolution of a Complaint.** Promptly after a complaint is submitted, the City will undertake such investigative, corrective, and preventive actions as are appropriate. In general, the procedure used in resolving any complaint can (but will not necessarily) include any of the following items:

(1) A meeting between the employee making the complaint and an individual designated by the City to investigate such complaints. Important data to be provided by the complaining employee includes the following:

- A description of the specific offensive conduct;
- Identification of all person(s) who engaged in the conduct;
- The location where the conduct occurred;

- The time when the conduct occurred;
- Whether there were any witnesses to the conduct;
- Whether conduct of a similar nature has occurred on prior occasions;
- Whether there are any documents which would support the complaining employee's allegations; and
- What impact the conduct had on the complaining employee.

(2) While not required, the City encourages anyone who makes a complaint under this policy to provide a written statement setting forth the above details and attaching any pertinent records.

(3) After a complaint is submitted by the employee, the alleged offending individual should be contacted by a designated representative of the City. The alleged offending individual should be advised of the charges brought against him or her, and may be provided with a copy of the written statement of complaint made by the complaining employee (if applicable). The alleged offending individual should have an opportunity to fully explain his or her side of the circumstances, and may also submit a written statement, if desired.

(4) After the alleged offending individual is interviewed, any witnesses identified by either the complaining employee or the alleged offending individual may be interviewed separately.

(5) All City employees are required to cooperate during any investigation of discrimination, harassment, and sexual misconduct.

(6) Once this investigation is completed, the City will take such action as is appropriate based upon the information obtained in the investigation.

(7) Upon completion of the investigation, the City will advise the complaining employee of the results of the investigation, including action taken, if any, against the offending individual.

When investigating alleged violations of this policy, the City looks at the whole record including, but not limited to, the nature of the allegations, the context in which the alleged incidents occurred, and the statements of the parties and witnesses. A determination on the allegations is made from the facts on a case-by-case basis.

**(i)(h) Consequences for a Violation of This Policy.** In the event that the City finds merit in the charges made by the complaining employee, disciplinary action will be taken against the offending employee. This disciplinary action imposed on the offending employee may include one or more of the following:

- (1) Verbal warning/reprimand (documented)
- (2) Written warning/reprimand;

- (3) Placement on a corrective action plan for a period of time to be identified in the plan;
- (4) Delay in pay increase or promotion;
- (5) Suspension from work without pay and warning of termination;
- (6) Demotion; or
- (7) Immediate termination.

Discipline imposed under this policy shall be consistent with the City's general discipline policy (see Section 6.3). While the City follows a progressive, corrective disciplinary process, the City maintains its right to impose more severe discipline when deemed necessary by City administration or City Officials based upon the offending employee's conduct and related circumstances.

Further, each violation may constitute a separate offense. Any discipline imposed by the City shall be separate and distinct from any penalty imposed by a State ethics commission or from any fines or penalties imposed by a court of law or a State or Federal agency.

**(j)(i) Prohibition on Retaliation for Reporting Sexual Harassment Allegations.** No City official or employee shall take any retaliatory action against any City employee due to a City employee's:

- Disclosing or threatening to disclose any violation of this policy;
- Providing information related to or testifying before any public body conducting an investigation, hearing, or inquiry into any violation of this policy; or
- Assisting or participating in a proceeding to enforce the provisions of this policy.

For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any City employee that is taken in retaliation for a City employee's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against even if a report made in good faith is not substantiated. Further, any witness will be protected from retaliation.

Additionally, in relation to sexual harassment, Illinois law provides protections to persons making a report under this policy or to any person who assists or participates in the investigation of an alleged violation of this policy. As set forth in the Whistleblower Act (740 ILCS 174/15) and the Illinois Human Rights Act (775 ILCS 5/6-101), such persons are provided protections as whistleblowers from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

- (1) Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any municipal officer or other employee that the employee reasonably believes is in violation of this policy or other law, rule, or regulation;
- (2) Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of this

policy or other law, rule, or regulation by any municipal officer or other employee; or

**(3)** Assists or participates in any proceeding to enforce the provisions of this policy or the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee, who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR (312-814-6200) or EEOC (800-669-4000), may file a retaliation charge with IDHR or EEOC – due within 300 days of the alleged retaliation.

**(k) Education / Training.** Education and training for employees at each level of the City are critical to the success of the City's policy against harassment and discrimination. The policy set forth in this Section 2.10 will be distributed to current employees, recently hired employee, and all elected and appointed officials of the City. All employees and all elected and appointed City officials are required to read and sign a receipt of the City's policy set forth in this Section 2.10. In addition, employees will receive annual training regarding this policy.

The training shall include, at a minimum, the following: (i) the definition and a description of sexual harassment, unlawful discrimination, and harassment, including examples of each; (ii) details on how an individual can report an allegation of sexual harassment, unlawful discrimination, or harassment, including options for making a confidential report to a supervisor or the Department of Human Rights; (iii) the definition and description of retaliation for reporting sexual harassment, unlawful discrimination, or harassment allegations utilizing examples, including availability of whistleblower protections under the Workplace Transparency Act, the Whistleblower Act, and the Illinois Human Rights Act; and (iv) the consequences of a violation of the prohibition on sexual harassment, unlawful discrimination, and harassment and the consequences for knowingly making a false report. All newly hired employees and all elected and appointed City officials will complete an initial harassment and discrimination prevention training program within 30 days after commencement of employment with the City or becoming an elected or appointed City.

Additionally, all supervisors and Department Heads will participate in training sessions so that they understand their responsibilities under this policy and

complaint procedure. Such training will explain the types of conduct that violate the City's policy, the seriousness of the policy, the responsibilities of supervisors and Department Heads when they learn of alleged harassment or discrimination, and the prohibition against retaliation.

**(l)(f) Consequences for Knowingly Making a False Report.** A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith. Given the seriousness of the consequences for the accused, a false or frivolous report of sexual harassment is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge as provided in this policy. Further, this provision covers any false report of harassment, not just sexual harassment.

**(m)(k) Exclusion.** This policy shall not apply to consensual relationships; but see Section 4.20a (Policy Governing Relationships in the Workplace). Additionally, employees are admonished that relationships with other City employees cannot be allowed to interfere with the City's operations, and any such interference may require appropriate corrective action, which may include termination.

**Section 3.** The Harassment Policy, as set forth in new Section 2.10 of the City's Personnel Policy Manual (as set forth above, and amended thereafter from time to time) shall apply to all City Officials (both elected and appointed), including all members of any City Boards, Committees, or Commissions, and all City employees.

**Section 4.** The City's Human Resources Director, as the City Ethics Officer, shall ensure distribution of this updated Harassment Policy to all City employees and City Officials covered by the Harassment Policy within one month after the adoption of this Ordinance. Also, all new City employees and City Officials shall receive a copy of the Harassment Policy within one month of the date of hire or installation as a City Official. These persons shall also provide the Ethics Officer with an acknowledgement form acknowledging receipt of the City's Harassment Policy.

**Section 5.** The City's Human Resources Director, as the City Ethics Officer, shall further ensure that training is provided to all City employees as provided by the Harassment Policy.

**Section 6.** This Ordinance is hereby ordered to be published in pamphlet form by the 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 7.** This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith except as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

**Section 8.** 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.

**Section 9.** The City Human Resources Coordinator is directed to furnish a copy of these changes to the Personnel Policy Manual to all City employees when future updates are provided to City employees.

**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



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

Commissioners  
Dan Decker Michael Sutherland

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

**FROM: Ric Semonski, Supervisor of Streets**

**DATE: June 9, 2020**

**SUBJECT: RECOMMENDATION TO APPROVE AND ACCEPT THE BID OF \$468,443.11 FROM OTTO BAUM COMPANY, INC FOR THE PURPOSE OF RECONSTRUCTING A PORTION OF ALTORFER LANE IN EAST PEORIA TO INCLUDE REPLACING PORTIONS OF THE STORM SEWER AND ROADWAY.**

**DISCUSSION:**

We propose that \$468,443.11 be allocated for the above- mentioned improvements. Bids were received on June 4, 2020 for improvements totaling \$468,443.11.

These improvements are necessary to facilitate continued development of the Main-on-Main development project.

Please find the attached Altorfer Lane reconstruction bid tabulation dated June 5, 2020. Two bids were received with the winning bid from Otto Baum Co. Inc for 468,443.11. The next eligible bid was for \$655,214.47.

**RECOMMENDATION: Approve spending and accept the proposed bid in the amount of \$468,443.11 as outlined in the attached bid tabulation for the purpose of improving Altorfer Lane in the 2020 construction season.**

**RESOLUTION NO. 2021-016**

**East Peoria, Illinois**

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

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

**RESOLUTION ACCEPTING LOW BID FROM OTTO BAUM COMPANY, INC. FOR  
ALTORFER LANE RECONSTRUCTION PROJECT**

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

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

**WHEREAS**, with the assistance of the project engineer (Midwest Engineering Associates) for the Altorfer Lane Project, the City has sought bids through the public bidding process for the Altorfer Lane Project and received the low bid from Otto Baum Company, Inc. in the amount of \$468,443.11; and

**WHEREAS**, the City desires to accept the lowest responsible bid and award the contract for the Altorfer Lane Project to Otto Baum Company, Inc. (the "Contractor"); and

**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.** Otto Baum Company, Inc. is awarded the contract for the Altorfer Lane Project for the continued development of the Main-on-Main development project.

**Section 3.** The Mayor and City Clerk are authorized and directed to execute the contract for the Altorfer Lane Project with the Contractor on behalf of the City, together with such changes therein as the Mayor in his discretion deems appropriate, at a total cost not to exceed \$468,443.11 for the contract; provided, however, that the City shall

have no obligation under the contract with the Contractor until such time as an executed original of such documentation has been delivered to the Contractor.

**APPROVED:**

---

Mayor

**ATTEST:**

---

City Clerk

June 5<sup>th</sup>, 2020

Mr. Ty Livingston  
Director of Planning & Community Development  
City of East Peoria  
401 West Washington Street  
East Peoria, Illinois 61611

RE: Altorfer Lane Reconstruction  
MWEA Inc. Project No. 20190127

Dear Mr. Livingston:

Two (2) contractors submitted bids for the Altorfer Lane Reconstruction project. The following is a tabulation of the bids received on June 4<sup>th</sup>, 2020:

| Bidder            | United Contractors Midwest | Otto Baum Company, Inc. |
|-------------------|----------------------------|-------------------------|
| Bid Bond (5%)     | Yes                        | Yes                     |
| Signed Bid        | Yes                        | Yes                     |
| Addendum (1 to 1) | Yes                        | No                      |
| Base Bid          | \$655,214.47               | \$468,443.11            |

Otto Baum's bid did not include acknowledgement of the only addendum issued (Addendum No. 1). They claimed they did not receive the Addendum. It is important to note the same format was used to distribute the Addendum to all plan holders and United Contractors Midwest's bid (the only other bidder) did acknowledge receipt of the Addendum.

In response to a request from Midwest Engineering Associates, per the City's direction, Otto Baum submitted a letter stating they will be able to complete the project, including Addendum No.1, for the base bid amount read aloud during the bid opening of \$468,443.11. Therefore, Midwest Engineering Associates recommends the contract for the Altorfer Lane Reconstruction project be awarded to the lowest responsive qualified bidder, Otto Baum Company, Inc. with a Base Bid totaling \$468,443.11. A copy of Otto Baum's letter is attached.

Please call me if you have any questions or comments.

Sincerely,

Robert D. Culp, P.E., C.F.M.  
Sr. Project Manager

RDC



**OTTO BAUM  
COMPANY, INC.**

**C O N T R A C T O R S**

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

[www.ottobaum.com](http://www.ottobaum.com)

309-266-7114 ■ Fax 309-263-1050  
866 N. Main St. ■ Morton, IL 61550

June 5, 2020

Mr. Robert Culp  
Midwest Engineering Associates Inc.

RE: Altorfer Lane Reconstruction  
Addendum 1

Mr. Culp,

I would like to reach out and apologize for not acknowledging Addendum 1 on the Altorfer Lane Reconstruction bidding documents. Having reviewed Addendum 1, Otto Baum will be able to complete the project for our base bid amount read aloud at the bid opening on June 4<sup>th</sup> at 10:00 am of \$468,443.11 including Addendum 1.

Please contact me at (309) 261-4805 should you have any further questions or comments.

Sincerely,

Justin Thomas  
Project Manager  
Otto Baum Company, Inc.



## Department of PUBLIC WORKS

2232 E. Washington Street, East Peoria, IL 61611

Telephone: (309) 698-4715

Fax: (309) 698-4730

Commissioners  
Dan Decker   Mike Sutherland

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

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

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

**DATE:**        **June 12, 2020**

**SUBJECT:**    **Phase C Clarification Equipment**

### **DISCUSSION:**

This resolution is regarding a revision to replace the original clarification equipment with new instead of refurbishing the original equipment. The original equipment is showing signs of heavy deterioration and repairs could prove to be fiscally challenging in the future. This full replacement will reduce future operational maintenance cost, equipment breakdowns and help ensure IEPA compliance.

### **RECOMMENDATION:**

**Approve invoice for Williams Brothers proposal in the amount of \$167,662.00**

**RESOLUTION NO. 2021-005**

**East Peoria, Illinois**

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

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

**RESOLUTION ACCEPTING FOURTH CHANGE ORDER  
FOR CITY'S SANITARY SEWER SYSTEM UPGRADE PROJECT  
(PHASES A – C CONSTRUCTION PROJECT**

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

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

**WHEREAS**, a fourth change order has been requested for the Project for the revision to replace the original clarification equipment with new instead of refurbishing the original equipment due to heavy deterioration and repairs for this portion of the Project (the "Change Order") in the amount of \$167,662.00, as described in "Exhibit A", attached hereto and incorporated herein by reference; and

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

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

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

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

**Section 2.** The Change Order for the Sanitary Sewer System Upgrade Project as set forth in Exhibit A in the amount of \$167,662.00 is hereby approved.

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

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

**APPROVED:**

---

Mayor

**ATTEST:**

---

City Clerk



**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC

Engineer's  
Format

# Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 05/19/20

RFP No. 000

GENERAL CONTRACTOR P.O. Box 1366 / Peoria, IL 61654 / Phone (309) 688-0416 / Fax (309) 688-0891

**Engineer**

Farnsworth Group  
2709 McGraw Drive  
Bloomington, IL 61704

**OWNER:** City of East Peoria

**PROJECT:** Phase A, B, C  
East Peoria, IL

**WBCI Project #** 518

**I DESCRIPTION OF CHANGE:**  
Clarifier Work Credit

**II SUMMARY OF DETAILED BREAKDOWN**

|                                       | Additions | Deletions      | Net Total    |
|---------------------------------------|-----------|----------------|--------------|
| A. Material/Equipment                 | \$0.00    | \$710.00       | (\$710.00)   |
| B. LABOR                              | \$0.00    | \$4,137.12     | (\$4,137.12) |
| C.                                    | \$0.00    | \$0.00         | \$0.00       |
| D. NET TOTAL                          |           | (A+B+C)        | (\$4,847.12) |
| E. OVERHEAD AND PROFIT                |           | (Line D x 15%) | \$0.00       |
| F. TOTAL WORK PERFORMED BY CONTRACTOR |           | (Lines D + E)  | (\$4,847.12) |

**III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS**

Detailed Breakdowns and summaries from each contractor must be attached.

| SUBCONTRACTOR: Firm Name   | CONTRACT WORK: Description                | PROPOSAL      |
|--|---|---------------|
| 1. GP Maintenancee   | Eliminate Blasting/Painting of Clarifiers | (\$48,000.00) |
| 2.   |   | \$0.00        |
| 3.   |   | \$0.00        |
| 4.   |   | \$0.00        |
| 5.   |   | \$0.00        |
| 6.   |   | \$0.00        |
| G. SUBTOTAL of all work performed by contractor's subcontractors |   | (\$48,000.00) |
| H. CONTRACTOR'S MARK-UP on work of subcontractors                | (Line G x 5%)                             | \$0.00        |
| I. TOTAL WORK PERFORMED BY SUBCONTRACTOR                         | (Lines G + H)                             | (\$48,000.00) |

|                             |                     |               |
|-----------------------------|---------------------|---------------|
| J. PROPOSAL                 | (Lines F+I)         | (\$52,847.12) |
| K. SUPPLEMENTAL COSTS       |                     |               |
| 1. SAFETY                   | (1% of LABOR)       | (\$41.37)     |
| 2. EXPENDABLE TOOLS         | (2.5% of LABOR)     | (\$103.43)    |
| L. BONDS                    | (0.5% of PROPOSAL)  | (\$264.24)    |
| M. OTHER REQUIRED INSURANCE | (0.25% of PROPOSAL) | (\$132.12)    |

**IV TOTAL PROPOSAL**

- N. TOTAL PROPOSAL for subject RFP ~~increase~~ (decrease) in contract amount (\$53,388)
- O. The work for this RFP will require an extension of time of 0 Calendar Days.
- P. All costs are valid for 30 days.

**CONTRACTOR**

(SIGNATURE).....

**Nick Verardo**

Title: Project Manager

Date: 05/19/20



**WILLIAMS BROTHERS**  
CONSTRUCTION, INC.

BUILDING \_\_\_\_\_

ESTIMATOR \_\_\_\_\_

LOCATION \_\_\_\_\_

GENERAL CONTRACTOR

CHECKER \_\_\_\_\_

SHEET NO 1

PEORIA, ILLINOIS

DATE 19-May-20

| DESCRIPTION OF WORK                       | NO<br>PIECES | DIMENSIONS       |  | EXTENSIONS | EXTENSIONS | UNIT PRICE<br>M'T'L | TOTAL ESTIMATED<br>MATERIAL COST | UNIT<br>PRICE<br>LABOR | TOTAL ESTIMATED<br>LABOR COST |
|---|--------------|------------------|--|------------|------------|---------------------|----------------------------------|------------------------|-------------------------------|
|   |              |                  |  |            |            |                     |                                  |                        |                               |
| <u>4.A (15) 1/2"x18" x 24"</u>            |              |                  |  |            |            |                     |                                  |                        |                               |
| Cut/Furnish/Install Plate                 |              | 2 - Carpenters   |  |            | 40 Hrs     |                     | <del>XXXXXX</del>                | 79.56                  | <del>\$3,182.40</del>         |
|   |              | 1/2" Plate       |  | 1 LS       |            | 550.00              | \$550.00                         |                        | <del>XXXXXX</del>             |
| <u>4.B (20) 1/2" x 5" Anchors</u>         |              |                  |  |            |            |                     |                                  |                        |                               |
| Furnish/Install Anchors                   |              | 1 - Carpenter    |  |            | 6 Hrs      |                     | <del>XXXXXX</del>                | 79.56                  | <del>\$477.36</del>           |
|   |              | Epoxy/Achors     |  | 1 LS       |            | 80.00               | \$80.00                          |                        | <del>XXXXXX</del>             |
| <u>4.C (20) 1/2" x Connectors/Removal</u> |              |                  |  |            |            |                     |                                  |                        |                               |
| Remove/Furnish/Install Connectors         |              | 1 - Carpenter    |  |            | 6 Hrs      |                     | <del>XXXXXX</del>                | 79.56                  | <del>\$477.36</del>           |
|   |              | Epoxy/Connectors |  | 1 LS       |            | 80.00               | \$80.00                          |                        | <del>XXXXXX</del>             |
|   |              |                  |  |            |            |                     | \$710.00                         |                        | \$4,137.12                    |

# O'BRIEN

## STEEL

1700 NE Adams Street  
PO Box 5699  
Peoria, IL 61601-5699

Phone (309) 671-5800  
Fax (309) 671-5213  
www.obriensteel.com

## Quotation

### Reference

Our Quote Of 5/18/2020 (USD)  
Cust ID/Ship-To

**Issued from**  
O'Brien Steel Service Co  
1700 NE Adams Street  
PO Box 5699  
Peoria, IL 61601-5699

**Ship-To**  
Williams Bros Construction Inc  
PO Box 1366  
Peoria, IL 61654

Williams Bros Construction Inc  
PO Box 1366  
Peoria, IL 61654

(All prices exclude taxes.)

**Terms** Net 30, Check  
**Delivery** Included  
Our Truck

|                      |               |                |                |
|----------------------|---------------|----------------|----------------|
| <b>Inside</b>        | Dede Catton   | (309) 282-7202 |                |
| <b>Outside</b>       | Bob Friedrich | (309) 696-6054 |                |
| <b>Taken-by Slip</b> | Kay Scott     | (309) 282-7212 |                |
| <b>Purchased By</b>  | NICK VERARDO  | (309) 688-0416 | (309) 688-0891 |

### General Remarks

Single beam lifts; Crane / Backhoe  
Single beam lifts; Crane / Backhoe

### Your PO

| Item                     | Product                       | Price    | Pcs | Qty            |
|--------------------------|-------------------------------|----------|-----|----------------|
| 1                        | Plate A36<br>1/2" x 18" x 24" | 37.02/EA | 15  |                |
| <b>Item Total</b>        |                               |          |     | <b>555.30</b>  |
| <b>Order Totals</b>      |                               |          |     | <b>1 Items</b> |
| <b>Tax Detail</b>        |                               |          |     | <b>919 LBS</b> |
| Illinois                 |                               |          |     | <b>555.30</b>  |
| <b>Net Value</b>         |                               |          |     | <b>49.98</b>   |
| <b>Total Value (USD)</b> |                               |          |     | <b>605.28</b>  |

"Material is subject to prior sale. All quoted prices are valid for 24 hours."

"All orders are subject to acceptance by O'Brien Steel Service Co. and to our Terms & Conditions effective as of the date of the order, which Terms & Conditions are available on our website at www.obriensteel.com and are made a part hereof through this reference."



# G.P. MAINTENANCE SERVICES, INC.

May 18, 2020

Nick Verardo  
Williams Brothers Construction, Inc.  
P.O. Box 1366  
Peoria, IL 61654

Re: East Peoria WTP  
Painting Work

Dear Mr. Verardo:

We propose the following credit to our contract for the omission of the sand blasting and painting of the two (2) clarifiers at plant number three.

Credit for each clarifier-TWENTY-FOUR THOUSAND and no/100 (\$24,000.00)

TOTAL CREDIT TO CONTRACT-FORTY-EIGHT THOUSAND and no/100 (\$48,000.00)

Thank you for the opportunity to work on this project.

Respectfully submitted

George Poulos  
President

10512 South Michael Drive  
Palos Hills, IL 60465  
gpmaintsvcs@att.net  
708 430 0469  
708 430 5546-fax



# Sales Quote

## FAB TECH WASTEWATER SOLUTIONS LLC

24211 NW Service Road  
Warrenton, MO 63383  
314-333-1789  
[roger.roderick@fabtechwws.com](mailto:roger.roderick@fabtechwws.com)

**Quotation NO.**  
**DATE** 4/28/2020  
**CUSTOMER ID** Williams Brothers Construction INC

**TO: Bill Knapp**  
Williams Brothers Construction INC  
P.O. Box 1366  
Peoria IL 61654

| JOB East Peoria IL  |          | PAYMENT TERMS    |                     |
|---|----------|------------------|---------------------|
|   |          | Net 30           |                     |
| DESCRIPTION   | QUANTITY | AMOUNT           | TOTAL               |
| labor and material for 1 35' clarifier  | 2.00     | \$72,000.00      | \$144,000.00        |
| Torque tube flanged   | 1.00     |                  | \$0.00              |
| Center lower bearing  | 1.00     |                  | \$0.00              |
| Lower truss scrapers  | 2.00     |                  | \$0.00              |
| Lower neoprene squeegee sets  | 2.00     |                  | \$0.00              |
| Tie bar and turnbuckle lt and rt truss  | 2.00     |                  | \$0.00              |
| Influent well   | 1.00     |                  | \$0.00              |
| Influent well support brackets wall mount   | 3.00     |                  | \$0.00              |
| Scum pipe full radius double ended  | 1.00     |                  | \$0.00              |
| Scum pipe flow tubes weld to existing wall pipe at outer wall                                   | 1.00     |                  | \$0.00              |
| Scum pipe support bracket   | 1.00     |                  | \$0.00              |
| Skimmer full radius with 12" rubber   | 1.00     |                  | \$0.00              |
|   |          |                  | \$0.00              |
| Bridge removal and repair supplied by williams bros.(in original scope)                         |          |                  | \$0.00              |
| Crane supplied by williams bros. (1 day demo 1 day install)                                     |          |                  | \$0.00              |
| Demo and Installation included.   | 2.00     | \$12,000.00      | \$24,000.00         |
| Galvanized complete included.   |          |                  | \$0.00              |
|   |          |                  | \$0.00              |
| ADD \$16,500.00 EACH FOR NEW DRIVE UNIT's   |          |                  | \$0.00              |
| Total with new drive units and 2 complete clarifiers demo and installation. <b>\$201,000.00</b> |          |                  | \$0.00              |
|   |          |                  | \$0.00              |
| LEAD TIME 2-3 WKS   |          |                  | \$0.00              |
|   |          | <b>TOTAL DUE</b> | <b>\$168,000.00</b> |

Make all checks payable to FAB TECH WASTEWATER SOLUTIONS LLC. THANK YOU FOR YOUR BUSINESS!

QUOTE VALID FOR 30 DAYS

CITY OF EAST PEORIA  
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER  
 INVOICES DUE ON/BEFORE 05/31/2017

| ACCOUNT #         | VENDOR NAME                    | DESCRIPTION OF PURCHASE       | AMOUNT     |
|-------------------|--------------------------------|-------------------------------|------------|
| 50-51-0-052       | ALTORFER                       | OIL FILLER CAP/SPARK PLUGS    | 310.35     |
|                   | CENTRE STATE INTN'L TRUCKING   | WATER PUMP                    | 219.27     |
|                   | GERMAN BLISS                   | MOWER MAINTENANCE             | 101.01     |
|                   |                                | MOWER REPAIRS                 | 327.85     |
|                   | E P TIRE & VULCANIZING         | TRUCK #55 FLAT TIRE REPAIR    | 65.00      |
|                   | INTERSTATE BATTERY SYSTEM OF   | BATTERY                       | 223.90     |
| 50-51-0-055       | SPRINGFIELD ELECTRIC SUPPLY    | HEAT SHRINK                   | 56.88      |
| 50-51-0-070       | MORTON COMMUNITY BANK          | WALMART- 5 GAL WATER BOTTLE   | 35.96      |
| 50-51-0-080       | ARMATURE MOTOR & PUMP CO       | WWTP #1 GEARBOX               | 29,018.06  |
|                   |                                | REBUILT MOTOR                 | 1,100.00   |
|                   | G & K SERVICES                 | MISC SHOP SUPPLIES            | 50.37      |
|                   | HACH COMPANY                   | PUMP TUBING/SILICONE          | 128.79     |
|                   | LASER ELECTRIC INC             | REPLACED CLARIFIER LIGHT      | 255.00     |
|                   | MORTON COMMUNITY BANK          | EBAY- AIR PUMP                | 99.99      |
|                   | QUALITY WATER SOLUTIONS INC    | FILTERS/TANK                  | 361.00     |
|                   | SMITH & LOVELESS INC           | GASKET/IMPELLER KITS          | 217.33     |
|                   | WAL-MART COMMUNITY             | WATER/PAPER TOWELS/CLEANER    | 60.60      |
|                   | ZEP MANUFACTURING CO           | DISINFECTANT TOWELS           | 386.58     |
| 50-51-0-086       | MORTON COMMUNITY BANK          | MENARD'S- CL2 PIPE/FITTINGS   | 94.96      |
| 50-51-0-087       | ROBBINS EXCAVATING INC         | EXCAVATE DETENTION POND       | 380.00     |
|                   | WASTE MANAGEMENT               | SLUDGE PROCESSING FEE         | 2,258.20   |
| 50-51-0-102       | WAL-MART COMMUNITY             | LAB WATER                     | 3.58       |
|                   |                                | WATER/PAPER TOWELS/CLEANER    | 28.99      |
|                   | CERTIFIED BALANCE & SCALE CORP | SCALE CALIBRATION             | 1,115.00   |
| 50-51-0-115       | US BANK/ VOYAGER FLEET SYSTEMS | 4/17 GASOLINE SEWER           | 861.43     |
| 50-53-0-115       | AG-LAND FS, INC.               | 4/17 DIESEL                   | 1,365.60   |
| 50-53-0-127       | BESSLER WELDING INC            | MANHOLE LIFTER TOOL           | 133.35     |
|                   | SUTHERLAND ACE HARDWARE        | TIRE PUMP/CLIP BOARD/GAUGE    | 28.75      |
|                   |                                | MISC HARDWARE                 | 22.96      |
|                   |                                | SPRING SNAP/CHAIN/SCREWS      | 43.06      |
| 50-53-0-201       | SOUTHSIDE TRUST & SAVINGS      | VACTOR TRUCK PRINCIPAL        | 6,222.27   |
| 50-53-0-240       | SOUTHSIDE TRUST & SAVINGS      | VACTOR TRUCK INTEREST         | 507.62     |
| 50-56-0-170       | FARNSWORTH GROUP               | WWTP #1/#3 UPGRADE DESIGN PH  | 140,078.00 |
| 50-57-0-253       | ILLINOIS EPA                   | CILCO LN/KEAYES #27 PRINCIPAL | 28,000.74  |
|                   |                                | CILCO LN/KEAYES #27 INTEREST  | 5,055.71   |
| 50-57-0-256       | MORTON COMMUNITY BANK          | AUTO-READ METER PRINCIPAL     | 12,870.42  |
|                   |                                | AUTO-READ METER INTEREST      | 2,722.55   |
| DEPARTMENT TOTAL: |                                |                               | 252,717.89 |

APPROVED FOR PAYMENT BY:

City of East Peoria - WWTP Improvements Phase A,B,C  
 IEPA Loan  
 May 26, 2020

**CONSTRUCTION COSTS**

**Williams Brothers Construction, Inc.**

| <u>Pay Request</u> | <u>Date</u>        | <u>Amount</u>   |
|--------------------|--------------------|-----------------|
| 1                  | September 30, 2019 | \$ 2,655,580.59 |
| 2                  | October 31, 2019   | \$ 1,256,788.96 |
| 3                  | November 30, 2019  | \$ 2,392,750.83 |
| 4                  | December 31, 2019  | \$ 1,507,293.67 |
| 5                  | January 31, 2020   | \$ 2,078,088.62 |
| 6                  | February 29, 2020  | \$ 1,471,406.25 |
| 7                  | March 31, 2020     | \$ 1,926,331.66 |
| 8                  | April 30, 2020     | \$ 2,339,117.96 |
| 9                  | May 31, 2020       | \$ 3,502,073.68 |
| 10                 |                    | \$ -            |
| 11                 |                    | \$ -            |
| 12                 |                    | \$ -            |
| 13                 |                    | \$ -            |
| 14                 |                    | \$ -            |
| 15                 |                    | \$ -            |
| 16                 |                    | \$ -            |
| 17                 |                    | \$ -            |
| 18                 |                    | \$ -            |

Subtotal: \$ 19,129,432.22

|   |                         |  |
|---|-------------------------|--|
| Original Contract Amount:                 | \$ 36,580,000.00        | <i>-3% = \$1,097,400</i>                         |
| Approved Change Orders:                   | \$ 259,905.14           | <i>← Amount used - 23.7%</i>                     |
| Contract Amount To Date:                  | \$ 36,839,905.14        |  |
| Completed and Stored to Date:             | \$ 21,254,924.69        |  |
| Less IEPA Unapproved Change Order Amount: |                         |  |
| Subtotal:                                 | \$ 21,254,924.69        | <i>← Work Completed <del>23.7%</del> = 57.6%</i> |
| Less Retainage:                           | \$ (2,125,492.47)       |  |
| <b>Total IEPA Eligible Amount:</b>        | <b>\$ 19,129,432.22</b> |  |

*Amount of Contingency used after this change order: 41%*







**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: June 11, 2020

SUBJECT: Vehicle Sale

**DISCUSSION:** Attached is an inventory of 4 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
- [FD16] 2016 Ford F250 Diesel/Crew (C-1) – VIN: 1FT7W2BTXGED40804