

**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
JULY 7, 2020
6:00 P.M.**

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.

**DATE: JULY 7, 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 16, 2020.

Documents:

[2020.06.16 MINUTES.PDF](#)

6. COMMUNICATIONS:

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

8. CONSENT AGENDA ITEMS BY OMNIBUS VOTE:

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

Motion to approve the Consent Agenda.

- 8.I. Item Number 1 – Adoption of Resolution Number 2021 -027 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 4 in the amount of \$5,361,028.01.

Documents:

[RESOLUTION NUMBER 2021-027.PDF](#)

- 8.II. Item Number 2 – Adoption of Ordinance Number 4502 on its Second Reading – (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".

Documents:

[ORDINANCE NUMBER 4502 - SECOND READING.PDF](#)

- 8.III. Item Number 3 – Adoption of Ordinance Number 4507 on its Second Reading – (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.

Documents:

[ORDINANCE NUMBER 4507 - SECOND READING.PDF](#)

- 8.IV. Item Number 4 – Adoption of Resolution Number 2021 -019 on its Second Reading – Resolution approving Settlement Agreement with Gulfview Management LLC regarding property located at 403 Circuit Court in East Peoria.

Documents:

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

- 8.V. Item Number 5 – Adoption of Resolution No. 2021-015 on its Second Reading - Resolution approving Laserfiche Software Licensing Renewal for the City with R&D Computer Systems, LLC in the amount of \$12,814.75.

Documents:

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

- 8.VI. Item Number 6 – Adoption of Resolution Number 2021 -021 on its Second Reading – Resolution approving Microsoft Licensing Subscription Renewal for the City.

Documents:

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

- 8.VII. Item Number 7 – Adoption of Resolution Number 2021-018 on its Second Reading – Resolution Approving Contract with Optimum Health Solutions for Assisting with the Employee Wellness Program.

Documents:

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

- 8.VIII. Item Number 8 – Adoption of Resolution Number 2021 -016 on its Second Reading - Resolution accepting low bid from Otto Baum Company, Inc. for the Altofer Lane Reconstruction Project in the amount of \$468,443.11.

Documents:

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

- 8.IX. Item Number 9 – Adoption of Resolution Number 2021 -005 on its Second Reading – Resolution Accepting Change Order for City's Sanitary Sewer System Upgrade Project (Phases A – C Construction Project) (Change Order #4).

Documents:

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

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

10. **COMMISSIONER HILL:**

- 10.I. Adoption of Ordinance Number 4506 on its Second Reading - (AN ORDINANCE PROVIDING FOR THE SALE OF EXCESS CITY PROPERTY AT 215 S. PLEASANT HILL ROAD).

Documents:

[ORDINANCE NUMBER 4506 - SECOND READING.PDF](#)

- 10.II. Adoption of Ordinance Number 4508 on its Second Reading – (AN ORDINANCE FURTHER AMENDING AND ENHANCING THE SEXUAL HARASSMENT POLICY IN THE CITY OF EAST PEORIA PERSONNEL POLICY MANUAL).

Documents:

[ORDINANCE NUMBER 4508 - SECOND READING.PDF](#)

- 10.III. Approval of Resolution Number 2021-028 - Resolution Amending Energy Aggregation Program for Residential and Small Commercial Retail Customers. To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-028.PDF](#)

- 10.IV. Approval of Resolution Number 2021-029 - Resolution Approving Contract with Homefield Energy for Supply of Electricity for City's Energy Aggregation Program. To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-029.PDF](#)

- 10.V. Approval of Resolution Number 2021-025 - Resolution Authorizing First Amendment to Lease Agreement with Omega 9, LLC for Lease of Additional Storage Space for Omega 9, LLC at Eastport Marina. To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-025.PDF](#)

11. **COMMISSIONER DECKER:**

- 11.I. Approval of Resolution Number 2021-026 - Resolution Approving a Local Public Agency Agreement with IDOT and Approving City Funding for Signalized Intersection Improvements at the Intersection of Camp Street and River Road. To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-026.PDF](#)

12. **COMMISSIONER SUTHERLAND:**

- 12.I. Approval of Resolution Number 2021-022 – Resolution Authorizing and Directing the Payment of an Invoice to Hoerr Construction, Inc. for the Emergency Cleaning and Televising of Sewer Main at Camp and Main Street in the amount of \$17,046. To be laid on the table for no less than one week for public inspection.

Documents:

[RESOLUTION NUMBER 2021-022.PDF](#)

13. **COMMISSIONER MINGUS:**

- 13.I. Approval of Resolution Number 2021-024 - Resolution Approving 2020-2021 Intergovernmental Agreement for Mutual Aid with Northern Tazewell Fire Protection District.

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

Documents:

[RESOLUTION NUMBER 2021-024.PDF](#)

- 13.II. Adoption of Resolution Number 2021-023 – Resolution to approve a Separation Agreement for Retirement between the City of East Peoria and Lisa Kelch, Administrative Assistant in the Police Department, effective at the end of the day on July 16, 2020.

Documents:

[RESOLUTION NUMBER 2021-023.PDF](#)

- 13.III. Approval of Ordinance Number 4509 – (AN ORDINANCE AMENDING TITLE 3, CHAPTER 23 OF THE EAST PEORIA CITY CODE REGARDING THE CITY OF EAST PEORIA'S TOWING SERVICES).

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

Documents:

[ORDINANCE NUMBER 4509.PDF](#)

14. **MAYOR KAHL:**

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

16. **COMMENTS FROM COUNCIL:**

- 16.I. COMMISSIONER DECKER:
16.II. COMMISSIONER HILL:
16.III. COMMISSIONER SUTHERLAND:
16.IV. COMMISSIONER MINGUS:
16.V. MAYOR KAHL:

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

18. **MOTION TO ADJOURN:**

19. **/S/ Morgan R. Cadwalader**
City Clerk, Morgan R. Cadwalader
Dated and Posted: July 2, 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 16, 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 6:01 P.M. with proper notice having been given.

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

The invocation was given by Commissioner Hill.

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

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on June 2, 2020 and the minutes of the Public Hearing held on June 2, 2020 be approved as printed.

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

Nays: None.

Mayor Kahl declared the motion carried.

Mayor Kahl read a proclamation regarding 4th of July Celebration and Observance. Mayor explained that this year would be different but don't let it stop people from celebrating.

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.

Resolution No. 2021-017 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that the claims as listed on Schedule No. 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.

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

Nays: None

Mayor Mingus declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Mingus; 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) having been read once by its title and having been laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that the ordinance is for the sale of excess City property located at 136 John Street. The bid was for \$3800 and the bid was opened at the May 19, 2020 City Council meeting.

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

Nays: None

Mayor Kahl declared the motion carried and Ordinance No. 4504 be adopted as presented.

Motion by Commissioner Hill, seconded by Commissioner Decker; 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) having been read once by its title and having been laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that is for a sale of excess City property located at 232 Everett Street, and the sale amount more than meets the 80% of the appraised value amount.

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

Nays: None

Mayor Kahl declared the motion carried and Ordinance No. 4505 be adopted as presented.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4502 hereto attached, (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 270 S. MAIN STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that ordinance is for a special use to allow additional cars and overflow for parking and vehicle display for property located next to a used car dealership. The Zoning Board of Appeals voted 7-0 to recommend approval of the special use.

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. 4507 hereto attached, (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) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that the ordinance is for allowing a special use for additional vehicles, trailer and trucks for the U-haul business, and Zoning Board of Appeals recommended approval with 6 to 1 vote. The recommendation allows for 20 vehicles and trailers not to exceed 9 trucks.

There was a question about the dissenting vote on the Zoning Board of Appeals.

Commissioner Sutherland does not feel the City should be regulating businesses by telling them how many vehicles they can have on the property. Commissioner Hill explained that there is some congestion on the property and it could be unsightly without a regulation involving a maximum number of vehicles.

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4506 hereto attached, (AN ORDINANCE PROVIDING FOR THE SALE OF EXCESS CITY PROPERTY AT 215 S. PLEASANT HILL ROAD) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill commented on the sale of excess City property at 215 S. Pleasant Hill Road. The buyer offered \$6,900 plus \$500 closing costs, and the sale will put the property back in more productive use.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-019 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-019, hereto attached, a Resolution approving Settlement Agreement with Gulfview Management LLC regarding property located at 403 Circuit Court in East Peoria, be approved. Mr. Mayor, I move you that this Resolution No. 2021-019 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 resolution involves a unique situation where both parties were awarded title to the property. The other party, Mr. Huff, will reimburse the City for mowing costs, staff time, and City Attorney expenses related to the property, and the City will transfer the property and ensure that it is back to a productive use.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-015 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-015, hereto attached, a Resolution approving Laserfiche Software Licensing Renewal for the City with R&D Computer Systems, LLC in the amount of \$12,814.75, be approved. Mr. Mayor, I move you that this Resolution No. 2021-015 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 Laserfiche renewal software (document storage and data management software). The renewal is at the same costs as last year.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-021 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-021, hereto attached, a Resolution approving Microsoft Licensing Subscription Renewal for the City, be approved. Mr. Mayor, I move you that this Resolution No. 2021-021 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.

Annual software licensing for Microsoft licensing. Low bid received from PTC select.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-018 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-018, hereto attached, a Resolution Approving Contract with Optimum Health Solutions for Assisting with the Employee Wellness Program, be approved. Mr. Mayor, I move you that this Resolution No. 2021-018 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 contract is for services for the City's wellness program that includes the employee health risk assessment program. Those employees that participate receive a wellness incentive.

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

Abstain: Decker

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-020 by Commissioner Hill; **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.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 2021-020 be adopted as presented.

Commissioner Hill explained that the state allowed for the curbside and delivery and the mixed drink regulations that have been relaxed. Do everything to assist local businesses – Mayor.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-020 be duly adopted as presented.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance No. 4508 hereto attached, (AN ORDINANCE FURTHER AMENDING AND ENHANCING THE SEXUAL HARASSMENT POLICY IN THE CITY OF EAST PEORIA PERSONNEL POLICY MANUAL) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that this is an update to the City's sexual harassment policy to address sexual harassment allegations between elected officials and to provide independent review. It also imposes an obligation to provide an annual training to prevent sexual harassment.

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

Abstain: Commissioner Decker.

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-016 by Commissioner Decker, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-016, hereto attached, a Resolution accepting low bid from Otto Baum Company, Inc. for the Altorfer Lane Reconstruction Project in the amount of \$468,443.11, be approved. Mr. Mayor, I move you that this Resolution No. 2021-016 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Decker explained that the resolution involves a project to improve Altorfer Lane. The approval is for low bid from Otto Baum Company, Inc. which bid came in lower than the engineer's estimated amount.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-005 by Commissioner Sutherland, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-005, hereto attached, a Resolution Accepting Change Order for City's Sanitary Sewer System Upgrade Project (Phases A – C Construction Project) (Change Order #4), be approved. Mr. Mayor, I move you that this Resolution No. 2021-005 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Sutherland explained that this involves a change order to the upgrades being completed on the Sanitary Sewer System. The cost overruns are mostly happening for underground items. However, this change order is for replacement of Plant Number 1. Pat Sheridan, Engineer with Farnsworth Group, explained that there is no significant change planned for the next 10-15 years as far as needs on Plant Number 1. The tanks at Plant Number 1 are old and the tanks have not been serviced but have been repaired or band aided during the plant's service life. The change order is for the replacement of Plant Number 1 instead of simply repairing the plant. Most of the underground components are being changed. The change order profile before this change order was under 1%. There was a national company that would rebuild the plant to a new standard and do it well within the target budget. It will still be within the 3% of the change order estimated. Overall, the costs with change order is still a 1.33% of the contract budget to this point.

Commissioner Decker expressed his opinion that this rebuild will let the City know what it is going to cost while the patch and repair of the plant is more unknown.

Commissioner Hill discussed the deterioration of the equipment and building. He was hesitant at first; however, he now believes that the rebuild is needed. It is the net differential of \$160,000, while the patch and repair may involve pulling the unit up and drain it each time it needs to be repaired.

Commissioner Mingus thanked Brad Boulton and Commissioner Sutherland for their work. The money is being put into the plant anyway, and he will support it because it is right thing to do at the right time.

Commissioner Sutherland explained the repair and thanked everyone for their work. He explained that he does not like to kick the can down the road, there is a price to pay for not repairing and being on top of repairs on this equipment and building, and he is glad that the City is doing this repair.

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Mingus, seconded by Commissioner Hill; Mr. Mayor, I move you that Ordinance No. 4503 hereto attached, (AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY IN THE POSSESSION OF THE EAST PEORIA FIRE DEPARTMENT) be read at length by the Clerk, and that said Ordinance No. 4503 be accepted on its first reading, and be hereby adopted as presented.

The City Clerk read the ordinance at length. Commissioner Mingus explained that there will be still be a reserve amount on the vehicles. He went through the vehicles to be sold. He noted that there are other vehicles that will be kept in order to keep reserves on vehicles and that was why the ordinance was pulled at the last meeting.

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

Nays: None.

Mayor Kahl declared the motion carried and Ordinance No. 4503 to be duly adopted as presented.

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

Mayor Kahl then asked for comments from Council.

Commissioner Decker commented on current events and the injustice that happened in Minneapolis with George Floyd. He expressed the good officers that the City of East Peoria has and expressed his concern about good officers being judged by the bad officers. It is an important job that Police Officers have, and it is important that they do their job correctly. He commented on the IHSA State Boys Basketball finals being moved away from Peoria. He commented on recycling and some negotiations that have to go on with Waste Management.

Commissioner Hill commented on seeing increased activity around the City. He asked people to patronize the local restaurants and bars that are trying to get opened. He explained that he has been watching the numbers related to COVID-19 and the indicators are positive toward phase 4 with those numbers looking strong to allow for the region to move into Phase 4. He reminded everyone that the Farmers' Market is every Friday in the Levee District from 4:00p m-7:00 pm.

Commissioner Sutherland explained that he would like to get back to maintenance of City infrastructure.

Commissioner Mingus explained how nice it has been to see kids playing softball and baseball and how much the kids need to get out and spend time with other kids interacting. He thanked Doug McCarty and Corey at EastSide Centre for their great job and keeping the kids safe at EastSide Centre. He recognized the Fire Department that did a rescue on the second floor of the condos at the Eastport Marina. A woman went out onto her balcony, and if it was not for the quick response of the firefighters, she may not have gotten out. It was impressive that they were able to put the fire out without any damage to the adjoining structures as it was a condo building.

Mayor Kahl echoed the great job that the Fire Department did on the fire call on June 3. He commented on the 2020 Census and explained that East Peoria is ahead of the curve on census responses compared to the State. It is critical to be counted, and it is all the more critical to be counted this year. If you have not completed your Census, please do so. He commented on going back to the regular format for the meeting and moving forward.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, July 7, 2020 at 6:00 P.M.

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

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 7:05 P.M.

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

RESOLUTION NO. 2021-027

July 7, 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. 4 BE ALLOWED. MR. MAYOR,
I MOVE THAT THE CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE ORDERS ON
THE TREASURER FOR THE VARIOUS AMOUNTS, TOTALING \$5,361,028.01
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

GENERAL CORPORATE FUND
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-01-1-070	MORTON COMMUNITY BANK	ZOOM-MONTHLY CONFERENCING	124.99
01-01-1-100	OFFICE DEPOT	TONER	173.38
01-01-1-182	BECKS FLORIST INC	SYMPATHY PLANT	70.00
		SYMPATHY PLANT	69.00
		SYMPATHY PLANT	70.00
01-01-2-014	MILLER HALL & TRIGGS	5/20 RETAINER FEE	1,000.00
		5/20 LEGAL FEES	34,208.80
		5/20 DEMOLITION FEES	803.70
01-01-2-069	MILLER HALL & TRIGGS	5/20 RECORDING/FILING FEES	47.40
01-01-2-070	MILLER HALL & TRIGGS	5/20 POSTAGE	38.55
01-01-3-023	MORTON COMMUNITY BANK	USPS-ZBA MEETING PACKETS	14.00
01-01-4-070	RON REASON	TOOL ALLOWANCE	400.00
01-01-5-182	MORTON COMMUNITY BANK	CVS-RETIREMENT GIFT CARDS	377.85
01-02-0-040	CITY OF E P INS ESCROW RESERVE	GROUP INSURANCE PREMIUM	203,530.00
	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	4,333.10
		GROUP LIFE INSURANCE	4,324.10
	CONSOCIATE GROUP	GROUP INS	43,928.55
		ADMIN FEES	8,803.67
01-02-0-181	E P ELEMENTARY SCHOOL	EPGS #86 CAPITAL BLDG PROJECT	251,886.71
	E P COMMUNITY HIGH SCHOOL	EPHS #309 CAPITAL BLDG PROJECT	216,266.36
01-03-0-045	VERIZON WIRELESS	5/10/20-6/9/20 CELL SERVICE	224.48
		5/11/20-6/10/20 CELL SERVICE	42.99
01-03-0-069	JACK LAMBERT	ENTERTAINMENT 6/19/20	100.00
	MORTON COMMUNITY BANK	FACEBOOK-FARMERS MARKET AD	48.83
		OFFICEMAX-HANGING STRIPS	41.97
	DENNIS SIMMONS	ENTERTAINMENT	100.00
	LEE HALL	ENTERTAINMENT	100.00
01-03-0-070	FONDULAC LIBRARY	CENSUS EXPENSES	150.99
	MORTON COMMUNITY BANK	FACEBOOK-CENSUS AD	323.09
01-03-0-100	OFFICE DEPOT	ZBA/PLANNING COMM. SUPPLIES	16.61
01-04-0-052	AUTOZONE COMMERCIAL	RETURN	-23.48
	MORTON COMMUNITY BANK	ADVANCED AUTO-FUEL FILTER	48.45
01-04-0-070	AUTOZONE COMMERCIAL	OIL ABSORBENT	220.00
	TJ LOVESTRAND	TOOL ALLOWANCE	400.00
	BOB NEWELL	TOOL ALLOWANCE	400.00
	VERIZON WIRELESS	5/10/20-6/9/20 CELL SERVICE	53.62
01-04-0-110	CINTAS CORPORATION	VM UNIFORMS, TOWELS	156.45
		MATS	72.07
		VM UNIFORMS, TOWELS	156.45
01-04-0-115	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE-VM	20.46
01-05-0-020	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-CH	42.00
		PEST CONTROL-RIVERFRONT PARK	40.00
		PEST CONTROL-CP	28.00
	JIMAX LANDSCAPE	MOWING-116 MASSACHUSETTS	160.00
		MOWING-322-324 CASS	110.00
		MOWING-408 EDMUND	70.00
		MOWING-400 EDMUND	70.00

GENERAL CORPORATE FUND
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT		
01-05-0-020	JIMAX LANDSCAPE	MOWING-108 ARROWHEAD	110.00		
		MOWING-325 SHADOWAY	110.00		
		MOWING-134 CHERRY LN	170.00		
		MOWING-123 STATE			
		MOWING-202 CHICAGO	110.00		
		MOWING-210 VICIC	70.00		
		MOWING-1910 SPRINGFIELD RD	110.00		
		MOWING-523 MONSON	70.00		
		MOWING-112 BLUFF ST	70.00		
		MWOING-108 WOODROW	70.00		
		MOWING-112 LINDEN ST	70.00		
		MOWING-455 CHICAGO			
		MOWING-300 E SHEEN	70.00		
		MOWING-1256 MEADOW	70.00		
		PROPERTY CLEAN UP-108 WOODROW	440.00		
01-05-0-021	L&S LABEL PRINTING	GF PAGE 2	226.62		
01-05-0-044	VERIZON WIRELESS	5/10/20-6/9/20 CELL SERVICE	573.77		
01-05-0-045	FONDULAC LIBRARY	04/25/20-05/27/20-CP ELECTRIC	190.24		
		04/25/20-05/27/20-CH ELECTRIC	765.82		
		04/25/20-05/27/20-DELIVERY	875.33		
		04/25/20-05/27/20-CP GAS	68.71		
		04/25/20-05/27/20-CH GAS	171.77		
		04/25/20-05/27/20-DELIVERY	538.28		
		5/20 POWER-CITY BUILDINGS	741.05		
		01-05-0-051	CALPINE	NITROGEN TANK	33.34
		01-05-0-051	CONNOR CO CORPORATE OFFICE	BELT	20.98
			JOHNSTONE SUPPLY	SWITCH-BASS PRO	17.77
01-05-0-051	LENNOX INDUSTRIES INC	SWITCH-BASS PRO, UNIT 6	27.68		
		SWITCH-BASS PRO, #23	27.68		
		BLOWER SWITCH-BASS PRO, UNIT 6	160.91		
		MENARDS-WASHINGTON	SOCKET	7.58	
		01-05-0-051	O'REILLY AUTO PARTS	OIL	4.99
				FILTERS, SPARK PLUGS, OIL	50.16
				RADIATOR HOSE	11.49
		01-05-0-052	PEORIA BRICK & TILE COMPANY	PAVERS-VETERANS MEMORIAL	11.80
		01-05-0-052	AUTOZONE COMMERCIAL	AIR FILTER	12.99
		01-06-0-020	CHRISTENBERRY SYSTEMS & ALARM	PW ACCESS CARD SERVICE CALL	95.00
01-06-0-025	MORTON COMMUNITY BANK	MICROSOFT-LICENSING	105.00		
		MICROSOFT-LICENSING	672.00		
		5/5/20-6/4/20 PHONE SERVICE	1,791.17		
01-06-0-045	AT&T	CALL ONE	393.44		
		I3 BROADBAND	MONTHLY CABLE/INTERNET	205.00	
		MONTHLY CABLE/INTERNET	903.76		
		VERIZON WIRELESS	5/10/20-6/9/20 CELL SERVICE	163.25	
		5/11/20-6/10/20 CELL SERVICE	86.04		
01-06-0-047	OPEN TEXT INC	FAX2MAIL BILLING	100.00		
		ESRI INC.	SOFTWARE LICENSE RENEWAL	25,000.00	

GENERAL CORPORATE FUND
INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-06-0-048	CDS OFFICE TECHNOLOGIES	PW COPY CHARGES	96.38
		CH COPY CHARGES	264.35
01-06-0-070	MORTON COMMUNITY BANK	AMAZON-HDMI TO VGA ADAPTER	26.96

		DEPARTMENT TOTAL:	809,624.45
			=====

APPROVED FOR PAYMENT BY:

POLICE PROTECTION FUND
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-023	MORTON COMMUNITY BANK	STAMPS.COM-MONTHLY FEE	17.99
		USPS-CERTIFIED MAIL	14.65
		USPS-POSTAGE/SHIPPING	12.90
		STAMPS.COM-MONTHL FEE	17.99
03-00-0-025	MORTON COMMUNITY BANK	CREIDT-HILTON	-446.84
		HOTEL CREDIT APPLIED TWICE	70.44
03-00-0-026	RAY O'HERRON CO., INC.	AMMUNITION	115.00
03-00-0-035	MORTON COMMUNITY BANK	NASRO-MEMBERSHIP FEE	40.00
	ROTARY CLUB OF EAST PEORIA	4/20-9/20 DUES	260.00
03-00-0-045	VERIZON WIRELESS	5/10/20-6/9/20 CELL SERVICE	543.37
		5/11/20-6/10/20 CELL SERVICE	1,719.68
	CALPINE	5/20 POWER-POLICE BUILDINGS	294.53
03-00-0-050	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	60.53
03-00-0-052	RAY DENNISON CHEVROLET INC.	AUTO PARTS	11.87
03-00-0-070	MORTON COMMUNITY BANK	AMAZON-PAINTBALL MARKER CASE	69.90
03-00-0-100	OFFICE DEPOT	CHAIR	319.99
		NOTEBOOKS	14.96
03-00-0-115	AG-LAND FS, INC.	5/20 FUEL	5,634.16
03-00-0-183	MORTON COMMUNITY BANK	SOTCO-COFFEE, SPOONS	117.57
03-00-0-184	MORTON COMMUNITY BANK	PETSMART-K9 DOG FOOD	140.97
DEPARTMENT TOTAL:			9,029.66

APPROVED FOR PAYMENT BY:

FIRE PROTECTION FUND
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-025	IL DEPT OF PUBLIC HEALTH	PARAMEDIC LICENSE FEES	60.00
	MORTON COMMUNITY BANK	BP-DIESEL, FRAME RAIL REPAIR	97.45
		BP-FUEL, FRAME RAIL REPAIR	16.81
		MCDONALDS-FOOD, FRAME REPAIR	7.83
		DEPT OF PUBLIC HEALTH-LICENSE	41.00
	PHILLIP BROWN	EDUCATION REIMBURSEMENT	1,204.92
04-00-0-026	MORTON COMMUNITY BANK	COMFROT SUITES-FIRE ACADEMY	480.25
		COMFORT SUITES-FIRE ACADEMY	384.20
	ALEX SOLLBERGER	PER DIEM-IFSI FIRE ACADEMY	283.80
04-00-0-035	MORTON COMMUNITY BANK	REGISTRY OF EMT-REGISTRATION	125.00
04-00-0-045	VERIZON WIRELESS	5/10/20-6/9/20 CELL SERVICE	792.91
		5/11/20-6/10/20 CELL SERVICE	300.93
	CALPINE	5/20 POWER-FIRE BUILDINGS	687.40
04-00-0-050	MORTON COMMUNITY BANK	LOWE'S-SINK SPRAYER	21.11
	WASTE MANAGEMENT	DUPMSTER TIPPING FEE	60.52
04-00-0-052	MACQUEEN EMERGENCY GROUP	E3 LATCH, E5 HEAT CORE	934.80
	MORTON COMMUNITY BANK	ADVANCED AUTO PARTS-COOLANT	18.43
		ADVANCED AUTO PARTS-COOLANT E3	42.72
		ADVANCED AUTO-WASHER FLUID	11.02
	MUTUAL WHEEL COMPANY	FRONT HUB PLUGS-E5	7.98
	O'REILLY AUTO PARTS	OIL CHANGE, REAR HUB BEARING	232.16
04-00-0-053	RAGAN COMMUNICATIONS, INC.	KNOX BOX REPAIR-E4	100.00
04-00-0-070	MORTON COMMUNITY BANK	TARGET-SCRUB PADS, WAND REFILL	24.80
		COSTCO-DISH RAACK	38.14
		GEORGE PASQUEL-COFFEE FILTERS	16.76
04-00-0-115	AG-LAND FS, INC.	5/20 FUEL	2,735.11
	MORTON COMMUNITY BANK	GERMAN BLISS-CHAINSAW OIL	35.80
04-00-0-127	MILLER-BATTERIES PLUS	AA BATTERIES	39.09
	THE HOME DEPOT PRO	SOAP, DISINFECTANT	41.73
04-00-0-128	GRP & ASSOCIATES	MEDICAL WASTE DISPOSAL	59.00
	MORTON COMMUNITY BANK	BATTERIES PLUS-AED BATTERIES	89.19
		MCKESSON-GLOVES	74.10
		LIVE ACTION SAFETY-BATTERIES	642.85
		MCKESSON-GLOVES	74.10
		MCKESSON-IV SOLUTION, MASKS	348.00
		MCKESSON-GLOVES	74.33
		AED SUPERSTORE-AED BATTERY FOL	115.01
		MCKESSON-NALOXONE, IV SOLUTION	263.88
		MCKESSON-FACE MASKS	104.25
		MCKESSON-GLOVES	111.45
	ORTHOPEDIC SURGERY GROUP	OXYGEN	836.70
04-00-0-160	SECRETARY OF STATE	TITLE & PLATES-AMBULANCE	160.00
04-00-0-180	AMBULANCE BILL OVERPAYMNT	REFUND OVERPAYMENT	729.31
		REFUND OVERPAYMENT	980.54
04-00-0-181	ANDRES MEDICAL BILLING (AMB)	MAY COLLECTIONS	3,225.58
DEPARTMENT TOTAL:			16,730.96

FIRE PROTECTION FUND
INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
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APPROVED FOR PAYMENT BY:

SOLID WASTE
INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
05-00-0-017	WASTE MANAGEMENT	SOLID WASTE TIPPING FEES	25,765.14
05-00-0-052	EJ EQUIPMENT	CYLINDER PIN, ROD EYE	238.07
	GRAINGER INC.	CLAMPS	22.24
05-00-0-115	AG-LAND FS, INC.	5/20 FUEL	3,366.79

		DEPARTMENT TOTAL:	29,392.24
			=====

APPROVED FOR PAYMENT BY:

STREET & BRIDGE FUND
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT		
11-00-0-052	AUTOZONE COMMERCIAL	BRAKE CABLE	30.70		
		BACKING PLATE	197.92		
		AIR FILTER	7.99		
		ALUMINUM DISCS	19.69		
		OIL FILTER	23.94		
		BRAKE PADS, ROTORS	222.27		
		CENTRE STATE INTN'L TRUCKING	FILTERS	404.04	
		RAY DENNISON CHEVROLET INC.	HOSE	179.14	
		EJ EQUIPMENT	ELEMENT FILTER	379.30	
		GRAINGER INC.	FILTER REGULATOR, SPRINGS	162.18	
		VERIZON CONNECT NWF INC	GPS FOR VEHICLES	246.75	
		INTERSTATE BATTERY SYSTEM OF BROWN EQUIPMENT	BATTERY	101.95	
			CHAIN ELEVATORS	2,677.51	
			BRAKE SHOES, WHEEL CYLINDER	1,577.09	
			GUTTER BROOM, BROOM STRIPS	1,737.18	
		O'REILLY AUTO PARTS	SEAL, ORING	41.98	
			RETURN CREDIT	-24.89	
			IGNITION	24.89	
			MOUNT	28.00	
		11-00-0-070	RAGAN COMMUNICATIONS, INC.	CHAIN SHARPENING	70.00
			MATHIS-KELLEY	5/10/20-6/9/20 CELL SERVICE	519.60
VERIZON WIRELESS	5/11/20-6/10/20 CELL SERVICE		85.98		
11-00-0-115	AG-LAND FS, INC.	5/20 FUEL	2,945.95		
	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE-STREETS	1,398.23		
11-00-0-163	LENZ OIL WASTE SERVICES, INC.	HFE	656.10		

DEPARTMENT TOTAL:			13,713.49		
			=====		

APPROVED FOR PAYMENT BY:

STREET LIGHTING FUND
INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
16-00-0-046	CALPINE	5/20 POWER-STREET LIGHTING	223.37

		DEPARTMENT TOTAL:	223.37
			=====

APPROVED FOR PAYMENT BY:

EASTSIDE CENTRE
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
21-01-0-025	MORTON COMMUNITY BANK	NRPA-MEMBERSHIP DUES, K. BROWN	110.00
21-01-0-033	CALPINE	5/20 POWER-ESC	591.51
21-01-0-036	CALPINE	5/20 POWER-ESC	16.36
21-01-0-050	THE HOME DEPOT PRO	SOAP	83.46
		HAND SOAP	125.19
21-01-0-070	ALLIED 100 LLC	AED SUPPLIES	462.00
21-01-0-118	GORDON FOOD SERVICE, INC.	CONCESSION ITEMS	350.84
		CONCESSION ITEMS	103.83
		CONCESSION ITEMS	239.92
		CONCESSION ITEMS	146.96
		CONCESSION ITEMS	337.43
	PEPSI-COLA	COCONSESSIONS ITEMS	1,893.27
	SUPER CITY DOTS LLC	CONCESSION ITEMS	1,956.24
	THE HOME DEPOT PRO	BATH TISSUE, SOAP	256.56
		HAND SOAP	250.38
21-02-0-020	MORTON COMMUNITY BANK	UATTEND-TIME CLOCK FEES	20.00
21-02-0-033	CALPINE	5/20 POWER-ESC	591.50
21-02-0-036	CALPINE	5/20 POWER-ESC	16.35
21-02-0-050	RNS ELECTRIC, INC	BREAKER REPLACEMENT	1,048.00
	THE HOME DEPOT PRO	BATH TISSUE, HAND SOAP	584.18
21-02-0-054	MORTON COMMUNITY BANK	WHOLESALE YOGA MATS-YOGA MATS	96.89
21-02-0-071	MORTON COMMUNITY BANK	B3 FIT-FITNESS LICENSING	19.99
		LES MILLS-FITNESS LICENSING	34.95
21-03-0-030	CALPINE	5/20 POWER-ESC	70.52
21-03-0-032	CALPINE	5/20 POWER-ESC	32.64
21-03-0-034	CALPINE	5/20 POWER-ESC	67.89
21-03-0-035	CALPINE	5/20 POWER-ESC	48.46
21-03-0-036	CALPINE	5/20 POWER-ESC	16.35
21-03-0-050	GREG'S GARAGE DOOR SERVICE	BELT INSTALLATION	218.00
	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-ESC	155.00
		PEST CONTROL-ESC	155.00
	AMERICAN SPEEDY PRINTING CENTE	SIGNS, MEMBERSHIP FORMS	465.39
	THE HOME DEPOT PRO	HAND SOAP	166.92
		HAND SOAP	333.84
21-03-0-060	MARTIN SULLIVAN INC	RENTAL AGREEMENT-2ND QUARTER	350.00
21-03-0-152	AG-LAND FS, INC.	5/20 FUEL	218.85

		DEPARTMENT TOTAL:	11,634.67
		=====	

APPROVED FOR PAYMENT BY:

HOTEL-MOTEL TAX
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
23-00-0-044	VERIZON WIRELESS	5/10/20-6/9/20 CELL SERVICE	108.03
23-00-0-070	MORTON COMMUNITY BANK	NEST LABS-FOL CAMERAS	10.00
23-00-0-073	GRAYBAR ELECTRIC COMPANY	MODULAR PLUGS, JACK MODULES	60.59
	WINDY CITY LIGHTS, INC	PLUGS	783.26
23-00-0-150	KELLOGG PLASTICS LTD	ROD	509.68
	NILES INDUSTRIAL COATINGS	SAND BLASTING, PAINTING	1,942.50
	SPRINGFIELD ELECTRIC SUPPLY	CABLE TIE	546.90
	WINDY CITY LIGHTS, INC	PLUGS	783.27
23-00-0-151	GRAYBAR ELECTRIC COMPANY	ELECTRICAL SUPPLIES	15.76
	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-FESTIVAL BUILDING	60.00
		PEST CONTROL-FESTIVAL BUILDING	60.00
	WHITE DISTRIBUTION & SUPPLY	DISPOSABLE MASKS	79.00
		CUTTING WHEEL	23.60
	THE HOME DEPOT PRO	BATH TISSUE, PAPER PRODUCTS	120.80
	CALPINE	5/20 POWER-FOL	192.10
23-00-0-152	SITEONE LANDSCAPE SUPPLY	POP UP SPRINKLERS	636.59
23-00-0-153	AG-LAND FS, INC.	5/20 FUEL	218.86
	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE-ESC	371.11
	SITEONE LANDSCAPE SUPPLY	COUPLINGS, PRIMER	46.86
		DEPARTMENT TOTAL:	6,568.91

APPROVED FOR PAYMENT BY:

CAMP STREET TIF
INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
25-00-0-160	MARTIN & BAYLEY, INC	1015 W CAMP ST	20,550.00
		1015 W CAMP	20,550.00
	TERRA DE LINCOLN, LLC	1040 W CAMP ST	10,800.00

		DEPARTMENT TOTAL:	51,900.00
			=====

APPROVED FOR PAYMENT BY:

WATER & SEWER
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-020	CONCENTRIC INTEGRATION LLC	WIN911, SCADA SUPPORT SERVICES	4,117.20
50-50-0-021	L&S LABEL PRINTING	ENVELOPES	685.35
		RETURN ENVELEOPES	592.35
50-50-0-023	QUADIENT FINANCE USA INC	POSTAGE	4,000.00
50-50-0-040	CITY OF E P INS ESCROW RESERVE	GROUP INSURANCE PREMIUM	26,220.00
50-50-0-045	FRONTIER	6/22/20-7/21/20 PHONE SERVICE	47.85
		6/22/20-7/21/20 PHONE SERVICE	47.61
	VERIZON WIRELESS	5/10/20-6/9/20 CELL SERVICE	611.70
		5/11/20-6/10/20 CELL SERVICE	171.96
50-50-0-047	CALPINE	5/20 POWER FOR PUMPING	9,158.59
50-50-0-050	SUNBELT RENTALS INC	SCISSOR LIFT RENTAL	1,234.73
		SCISSOR LIFT RENTAL	62.80
50-50-0-051	MILLER-BATTERIES PLUS	LAMP BOX	3.90
		LED LIGHT	47.70
	ALTORFER	GROMMETS	90.04
50-50-0-052	ALTORFER	HOSE, COUPLING, ORING	43.29
	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	123.38
50-50-0-115	AG-LAND FS, INC.	5/20 FUEL	1,683.40
	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE	1,229.71
50-50-0-123	CORE & MAIN	TUBING, COVERS, CURB STOPS	591.43
		METER TILE	221.76
	C & G CONCRETE CONSTRUCTION CO	STREET REPAIR	5,354.00
		DRIVEWAY APPROACH REPAIR	3,750.00
50-50-0-126	CORE & MAIN	FITTINGS	420.00
50-50-0-127	CORE & MAIN	PIN LOCK	516.45
	CEFCU	BRIDGEWATER TSC REIMBURSEMENT	117.95
	R.A. CULLINAN & SON INC.	FILL SAND, CONCRETE CAM-6	1,326.55
	MORTON COMMUNITY BANK	HACH-FLOW METER REPAIR	1,740.65
	PEORIA CONCRETE CONST CO	FILTER SAND	75.11
50-50-0-180	WATER DEPOSIT REFUNDS	602 ARNOLD RD-	76.72
		3207 MEADOW-	53.44
		347 B ARNOLD-	53.44
		613 SIMON-	53.44
		120 MEDINA-	34.46
		600 HARBOR POINT-	29.41
50-51-0-040	W & S BILL OVERPAYMENT REFUND	GROUP INSURANCE PREMIUM	18,575.00
50-51-0-045	CITY OF E P INS ESCROW RESERVE	5/10/20-6/9/20 CELL SERVICE	273.59
	VERIZON WIRELESS	5/11/20-6/10/20 CELL SERVICE	85.98
50-51-0-047	CALPINE	5/20 POWER FOR PUMPING	16,713.31
50-51-0-052	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	123.37
50-51-0-070	TCI COMPANIES INC	SEWER LINE REPAIR	3,433.19
50-51-0-080	MORTON COMMUNITY BANK	UNSHIPPERS-SHIPPING, FILTER	199.96
50-51-0-087	TAZEWELL COUNTY LANDFILL	SLUDGE PROCESSING	1,641.46
50-51-0-102	HAWKINS INC	AZONE 15	792.00
	MORTON COMMUNITY BANK	NSI LAB SOLUTION-TEST SUPPLIES	477.00
	PDC LABORATORIES INC	WATER TESTING	257.00
50-51-0-115	US BANK/ VOYAGER FLEET SYSTEMS	5/20 GASOLINE	727.73

WATER & SEWER
 INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-51-0-127	GERMAN BLISS	TRIMMER LINE	14.95
	MORTON COMMUNITY BANK	UPS-SHIPPING	76.68
		USPS-IEPA PAPER WORK	34.55
50-53-0-030	BRETT BENEFIELD	BOOT REIMBURSEMENT	87.99
50-53-0-040	CITY OF E P INS ESCROW RESERVE	GROUP INSURANCE PREMIUM	1,675.00
50-53-0-092	MORTON COMMUNITY BANK	AMAZON-ADAPTER	52.17
50-53-0-115	AG-LAND FS, INC.	5/20 FUEL	420.85
50-53-0-127	ALTORFER	PAINT, SURVEY FLAGS	137.04
	WAL-MART COMMUNITY	WATER, TOWELS, CHLORINE	67.70
50-53-0-201	BUSEY BANK	VACTOR TRUCK LOAN INTEREST	132.23
50-53-0-240	BUSEY BANK	VACTOR TRUCK LOAN PRINCIPAL	6,597.66
50-56-0-053	C & G CONCRETE CONSTRUCTION CO	EMERGENCY SEWER REPAIR	3,600.00
50-56-0-170	E P CHAMBER OF COMMERCE	WWTP CONSTRUCTION	3,502,073.68
50-57-0-256	MORTON COMMUNITY BANK	AUTO-READ LOAN PRINCIPAL	14,239.18
		AUTO-READ LOAN INTEREST	1,353.79

		DEPARTMENT TOTAL:	3,638,449.43
			=====

APPROVED FOR PAYMENT BY:

MOTOR FUEL TAX
INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
75-00-0-012	PATRICK N. MEYER & ASSOC, INC	STREET IMPROVEMENTS	31,580.83
75-00-0-163	MIDSTATE ASPHALT REPAIR, INC	CRS-2, CA-16	85,215.00

		DEPARTMENT TOTAL:	116,795.83
			=====

APPROVED FOR PAYMENT BY:

PAYROLL HOLDING ACCTS
INVOICES DUE ON/BEFORE 06/30/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
99-99-9-998	WAGES PAID	6/30/20 GF PAYROLL	564,850.52
		6/30/20 WS PAYROLL	92,114.48

		DEPARTMENT TOTAL:	656,965.00
			=====

APPROVED FOR PAYMENT BY:

FINAL TOTALS
INVOICES DUE ON/BEFORE 06/30/2020

GENERAL CORPORATE FUND	809,624.45
POLICE PROTECTION FUND	9,029.66
FIRE PROTECTION FUND	16,730.96
SOLID WASTE	29,392.24
STREET & BRIDGE FUND	13,713.49
STREET LIGHTING FUND	223.37
EASTSIDE CENTRE	11,634.67
HOTEL-MOTEL TAX	6,568.91
CAMP STREET TIF	51,900.00
WATER & SEWER	3,638,449.43
MOTOR FUEL TAX	116,795.83
PAYROLL HOLDING ACCTS	656,965.00

GRAND TOTAL	5,361,028.01
	=====



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:

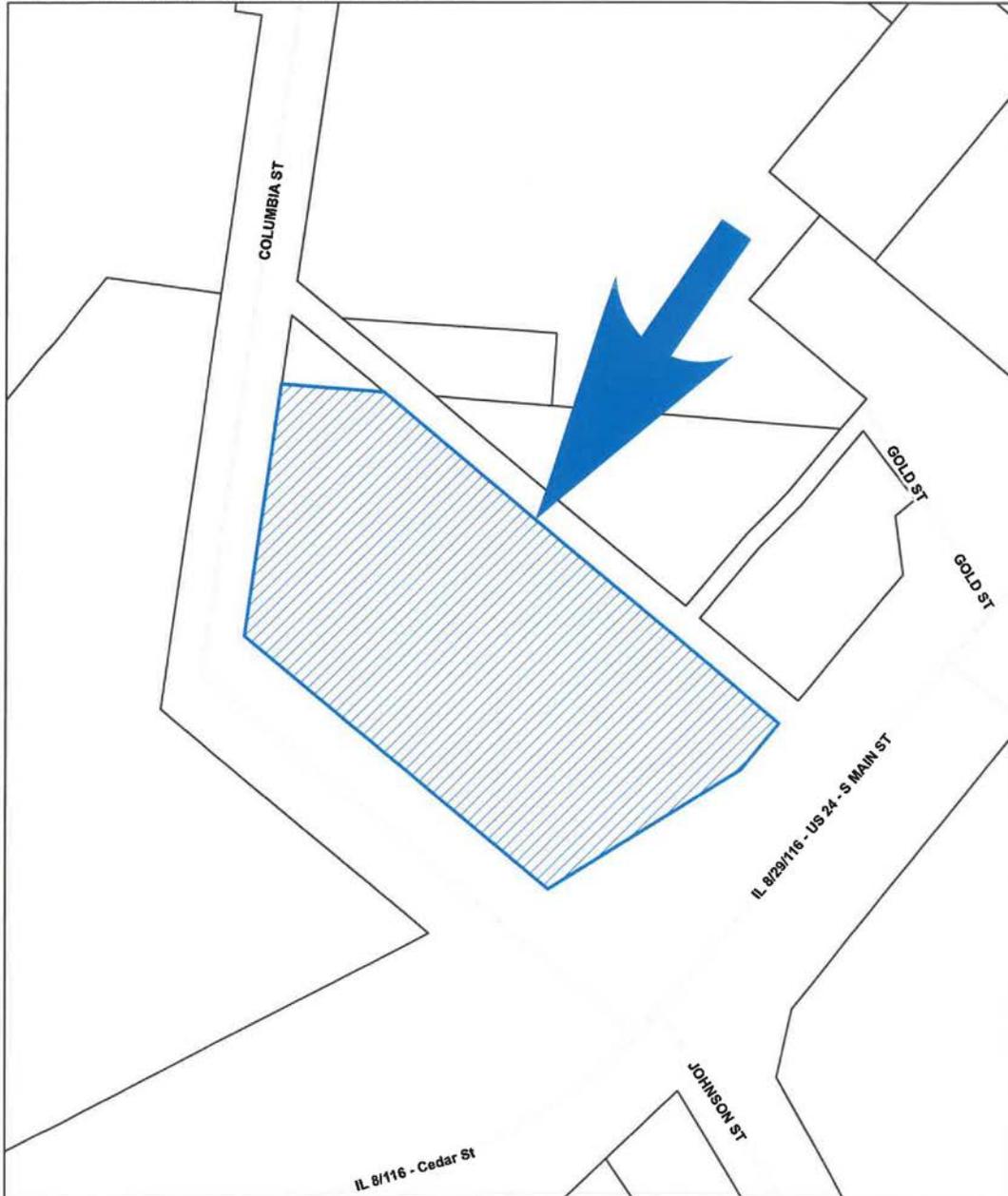
Corporation Counsel

EXHIBIT A (Site Map)

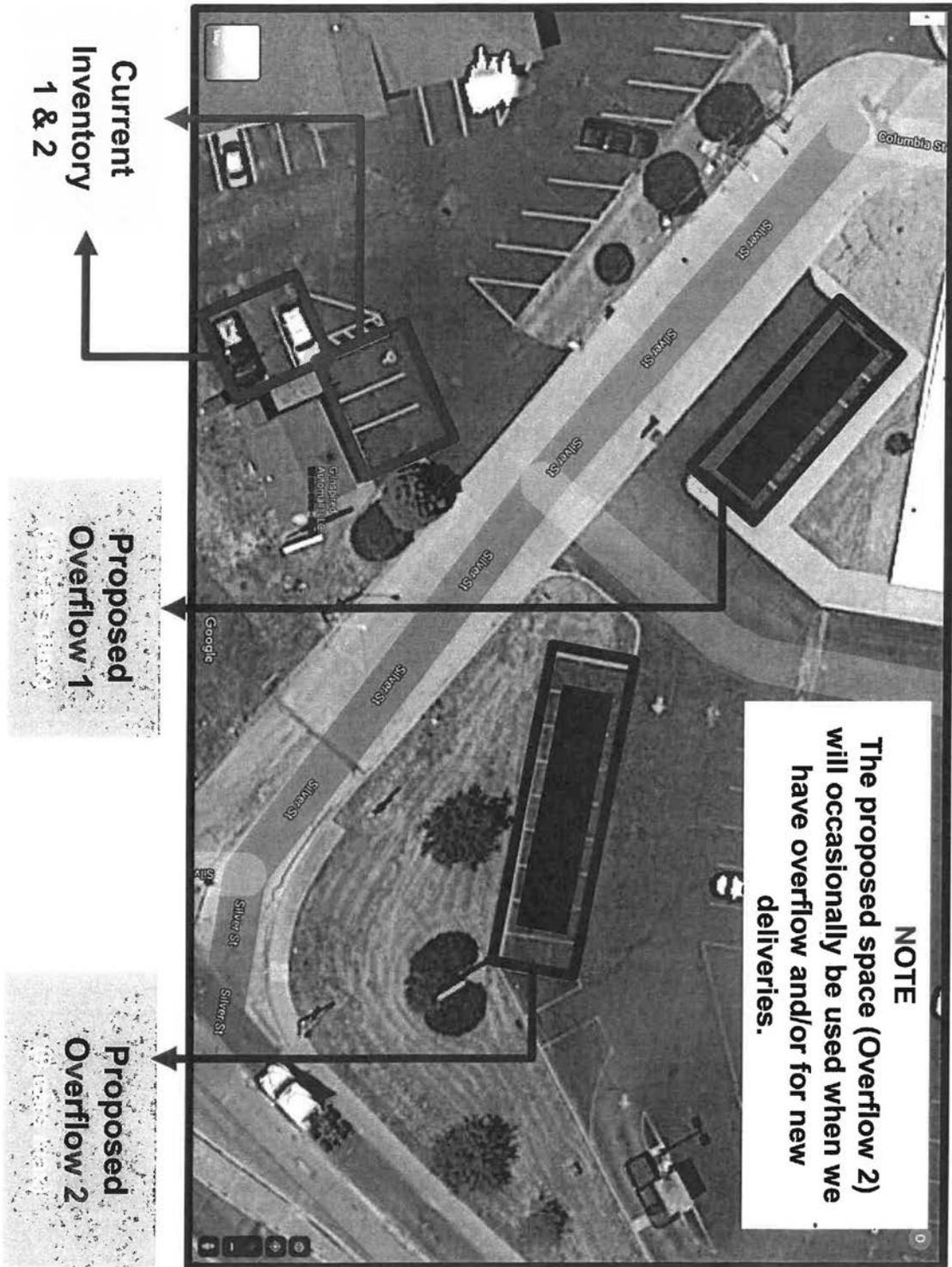
Case 20-SU-10
270 S. Main St.
Ola Afolabi of G-Inspired Auto Mall

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:

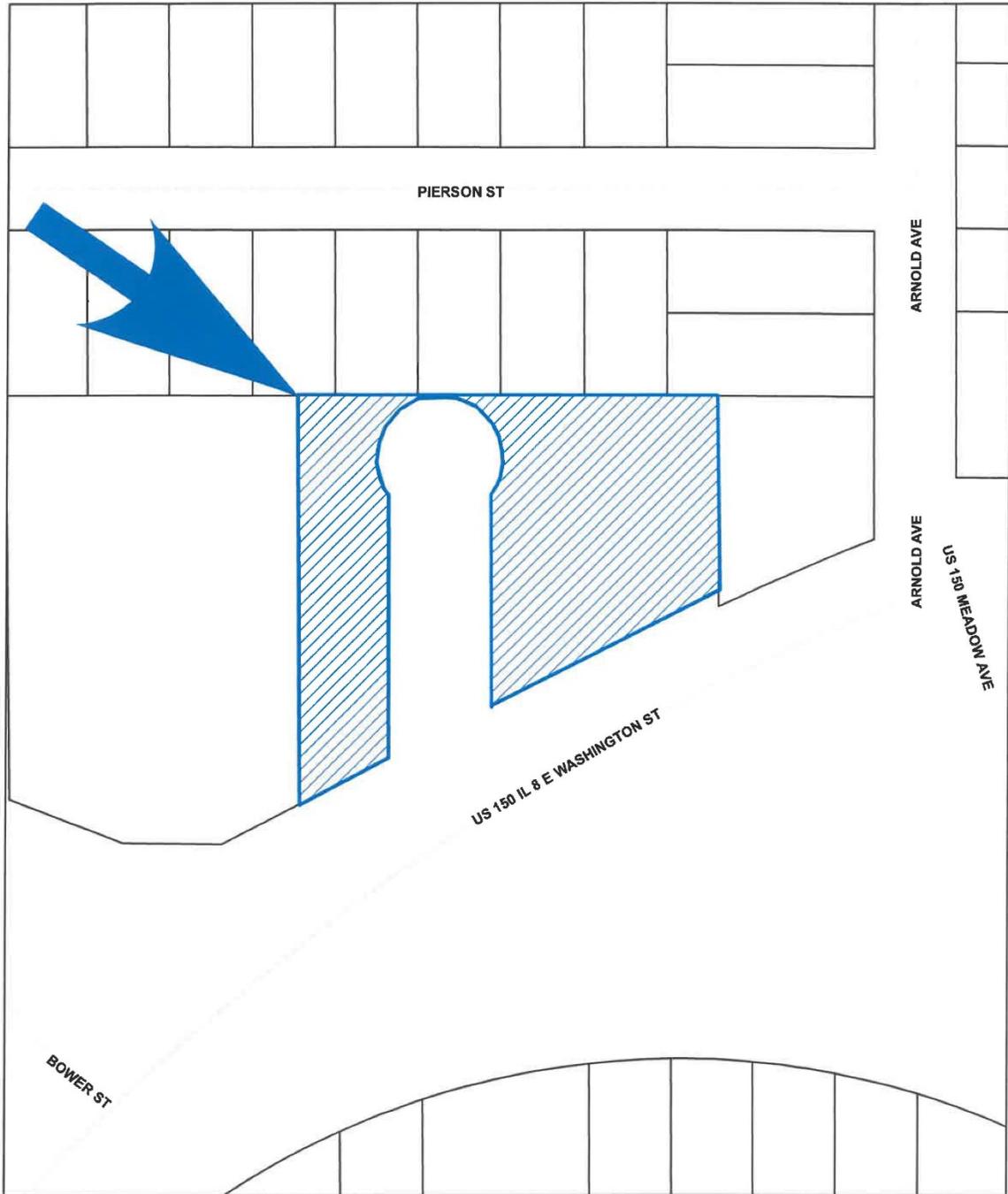
Corporation Counsel

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

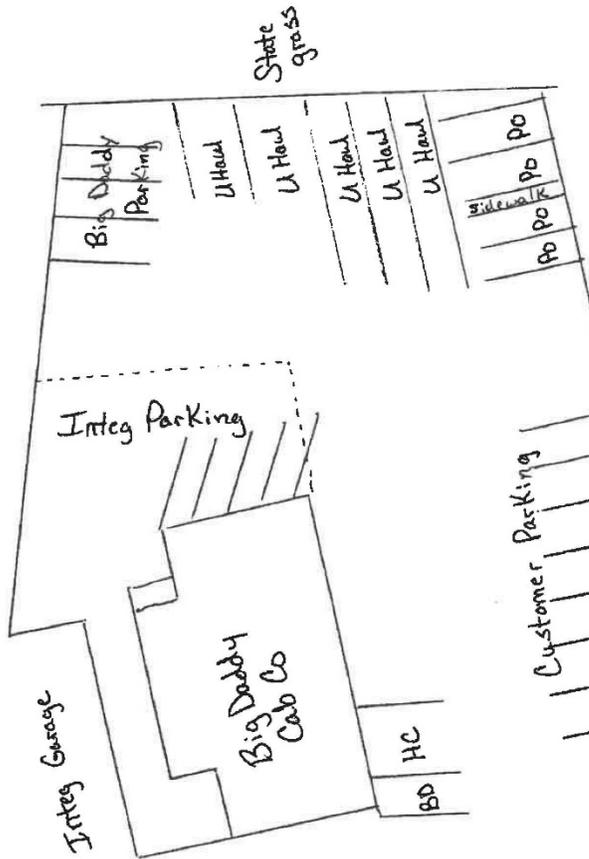


1104 E. Washington St.
East Peoria, IL 61611

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 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 BRENYN 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 City of East Peoria 401 W. Washington St. 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: 07/08/20-07/07/21 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.	Total	\$12,814.75
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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

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
Invoice Total:	\$38,715.00

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 CAL - Price Level D - Annual Fee - Microsoft Open Value Subscription - All Languages - PC	51
021-09108 Microsoft Office Standard Edition - License & Software Assurance - 1 PC - Price Level D - Annual Fee, Additional Product, Volume - Microsoft Open Value Subscription - All Languages - PC	24
021-09108(2) Microsoft Office Standard Edition - License & Software Assurance - 1 PC - Price Level D - Annual Fee, Additional Product, Volume - Microsoft Open Value Subscription - All Languages - PC	3
9EM-00445(2) 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	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
 (
 JettBecker@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

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 1st 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.



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.

“EAST PEORIA-HOME OF THE FESTIVAL OF LIGHTS”

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 5th, 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 4th, 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

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 4th 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 PIECES	DIMENSIONS		EXTENSIONS	EXTENSIONS	UNIT PRICE M'T'L	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST
<u>4.A (15) 1/2"x18" x 24"</u>									
Cut/Furnish/Install Plate		2 - Carpenters			40 Hrs		 	79.56	\$3,182.40
		1/2" Plate		1 LS		550.00	\$550.00		
<u>4.B (20) 1/2" x 5" Anchors</u>									
Furnish/Install Anchors		1 - Carpenter			6 Hrs		 	79.56	\$477.36
		Epoxy/Achors		1 LS		80.00	\$80.00		
<u>4.C (20) 1/2" x Connectors/Removal</u>									
Remove/Furnish/Install Connectors		1 - Carpenter			6 Hrs		 	79.56	\$477.36
		Epoxy/Connectors		1 LS		80.00	\$80.00		
							\$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

Inside	Dede Catton	(309) 282-7202	
Outside	Bob Friedrich	(309) 696-6054	
Taken-by Slip	Kay Scott	(309) 282-7212	
Purchased By	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 1/2" x 18" x 24"	37.02/EA	15	
Item Total				555.30
Order Totals				1 Items
Tax Detail				919 LBS
Illinois				555.30
Net Value				49.98
Total Value (USD)				605.28

"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

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. \$201,000.00			\$0.00
			\$0.00
LEAD TIME 2-3 WKS			\$0.00
		TOTAL DUE	\$168,000.00

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 23.7% = 57.6%</i>
Less Retainage:	\$ (2,125,492.47)	
Total IEPA Eligible Amount:	\$ 19,129,432.22	

Amount of Contingency used after this change order: 41%









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

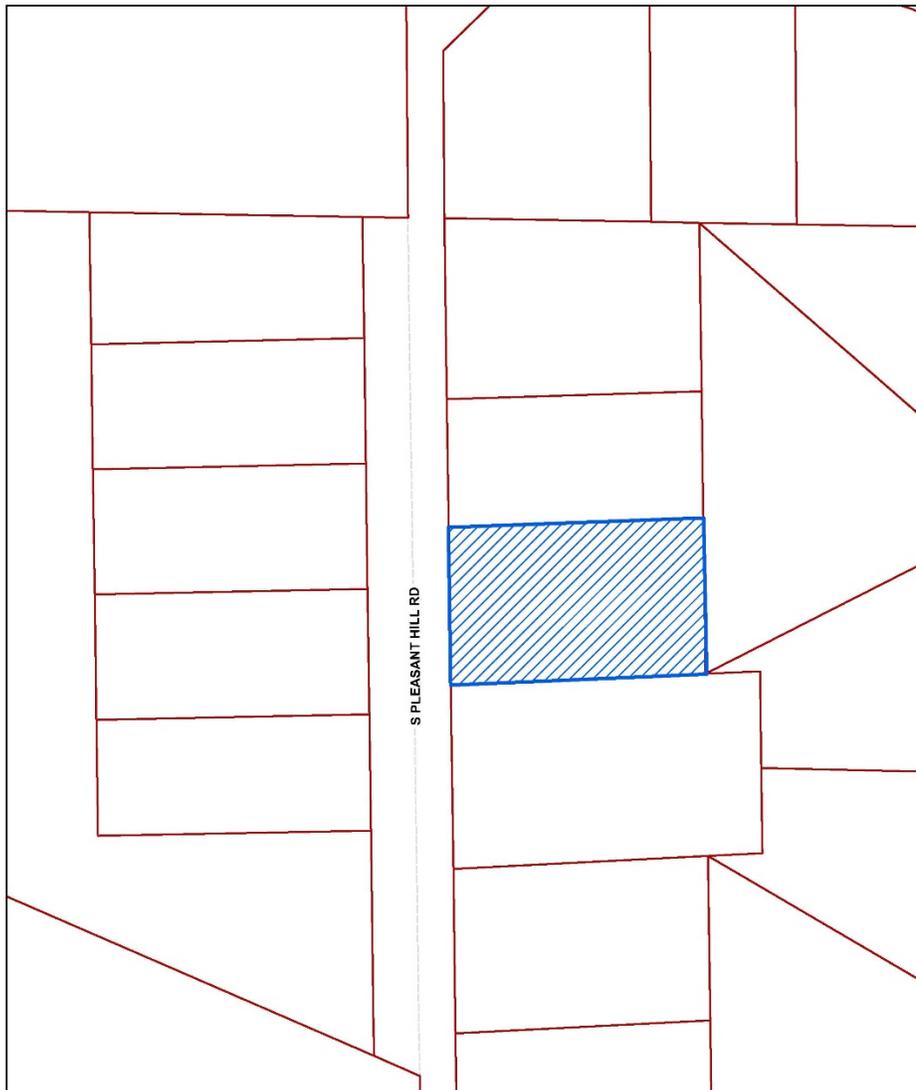


EXHIBIT B

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

Authentication 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 SUBLOT 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 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

Page 2

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

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):

175	Amendment	Form #
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

**PEORIA AREA ASSOCIATION OF REALTORS®
VACANT LAND SALES CONTRACT**

Page 6

239	Seller's Attorney: _____	Buyer's Attorney: _____
240	_____	_____
241	(telephone) (facsimile)	(telephone) (facsimile)
242	Listing Company: <u>Crowne Realty</u>	Selling Company: <u>Crowne Realty</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 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>309-208-7269</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: _____

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.

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)

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

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

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

MEMORANDUM

July 1, 2020

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

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

SUBJECT: Resolutions for City's Energy Aggregation Program:
(1) Approving Amendment to Plan of Governance for City's Energy Aggregation Program
(2) Approving Electricity Supply Contract with Homefield Energy for City's Energy Aggregation Program

DISCUSSION:

The City has previously established an opt-out energy aggregation program for supplying electricity to residential and small commercial customers in the City after this program was approved by voter referendum in March 2012 (the "Energy Aggregation Program"). At this time, the City is taking action to approve two Resolutions related to the City's Energy Aggregation Program.

First, the Plan of Governance for the Energy Aggregation Program is being amended to include the assessment of a civic contribution fee that is authorized under State statutes and regulations governing these energy aggregation programs. The City has assessed this civic contribution fee in the past, and this Resolution formally amends the City's Plan of Governance for the Energy Aggregation Program to include this civic contribution fee.

The second Resolution ratifies the Mayor's recent execution of an electricity supply contract with Homefield Energy for supply electricity to residential and small commercial customers participating in the City's Energy Aggregation Program for the 18-month period from December 2020 to June 2022. Due to the short time frame for accepting supply contracts in the energy sector, the City has previously authorized the Mayor to accept electricity supply contracts on behalf of the City. This Resolution formally approves the City's acceptance of this electricity supply contract with Homefield Energy for the City's Energy Aggregation Program.

RECOMMENDATION: Approval of these Resolutions.

RESOLUTION NO. 2021-028

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION AMENDING ELECTRICITY AGGREGATION PROGRAM FOR
RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS**

WHEREAS, Section 1-92 of the Illinois Power Agency Act (20 ILCS 3855/1-92) permits a municipality, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, after approval of a referendum for implementing an aggregation program, the City has adopted Ordinance No. 4036 that established a municipal electric aggregation plan and program for an opt-out electric aggregation program for eligible electric accounts within the City under the “City of East Peoria Energy Aggregation Plan for Operations and Governance” and as codified in Chapter 12 of Title 1 of the City Code and (the “Aggregation Program”); and

WHEREAS, the City has entered into Service Agreement with Good Energy, L.P., to serve as a consultant to the City related to the aggregation of residential electricity purchases made pursuant to the Aggregation Program, which Service Agreement was thereafter amended in December 2015, and this Amended Service Agreement remains in place for assisting the City with the periodic electricity supply contracts for the Aggregation Program; and

WHEREAS, due to the immediacy of entering into electricity supply contracts when new rates are established, the City Council has previously authorized the Mayor to receive and review bids for a new or renewal electricity supply contract and, in consultation with Good Energy, accept the bid most beneficial to the City without further action of the City Council, while also authorizing the Mayor and the City Clerk to execute such electricity supply contract for the Aggregation Program; and

WHEREAS, Section 1-92 of the Illinois Power Agency Act and its implementing regulations authorize a municipality to collect a civic contribution fee for assisting the

municipality with administrative costs related to the Aggregation Program and other City costs, provided that the civic contribution fee is imposed when a new or renewal electricity supply contract is entered into by the City for the Aggregation Program; and

WHEREAS, the City has determined that it is the best interests of the City to impose a civic contribution fee on all electricity usage consumed and paid for by residential and small commercial customers in the Aggregation Program, and that such civic contribution fee shall be assessed under the new contract entered into by the City on or after June 25, 2020, and all future electricity supply contracts;

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

Section 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated herein.

Section 2. The corporate authorities of the City hereby amend the Aggregation Program as provided under Section 1-12-3 of the City Code and authorize and direct that a civic contribution fee be set and implemented at the rate of \$0.002 per kilowatt hour for all electricity usage consumed and paid for by residential and small commercial customers in the Aggregation Program with the City of East Peoria Energy Aggregation Plan for Operations and Governance so modified to include the civic contribution fee as set forth herein.

Section 3. The Mayor, with assistance from Good Energy (the consultant), shall implement that the City's civic contribution fee at the rate of \$0.002 per kilowatt hour by incorporating this fee into all new or renewal electricity supply contracts entered into by the City on or after the date of June 25, 2020, and this Resolution hereby ratifies any prior action taken by City Officials to implement this fee in an electricity supply contracts entered into by the City on or after the date of June 25, 2020.

Section 4. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 5. All code provisions, ordinances, and resolutions, or parts thereof, in conflict herewith are, to the extent of such conflict, are hereby superseded.

Section 6. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City, and shall be in effect for the current bid (on or after June

25, 2020) and any and all future bids associated with a new electricity supply contract or any renewal of an electricity supply contract for Aggregation Program.

APPROVED:

Mayor

ATTEST:

City Clerk

MEMORANDUM

July 1, 2020

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

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

SUBJECT: Resolutions for City's Energy Aggregation Program:
(1) Approving Amendment to Plan of Governance for City's Energy Aggregation Program
(2) Approving Electricity Supply Contract with Homefield Energy for City's Energy Aggregation Program

DISCUSSION:

The City has previously established an opt-out energy aggregation program for supplying electricity to residential and small commercial customers in the City after this program was approved by voter referendum in March 2012 (the "Energy Aggregation Program"). At this time, the City is taking action to approve two Resolutions related to the City's Energy Aggregation Program.

First, the Plan of Governance for the Energy Aggregation Program is being amended to include the assessment of a civic contribution fee that is authorized under State statutes and regulations governing these energy aggregation programs. The City has assessed this civic contribution fee in the past, and this Resolution formally amends the City's Plan of Governance for the Energy Aggregation Program to include this civic contribution fee.

The second Resolution ratifies the Mayor's recent execution of an electricity supply contract with Homefield Energy for supply electricity to residential and small commercial customers participating in the City's Energy Aggregation Program for the 18-month period from December 2020 to June 2022. Due to the short time frame for accepting supply contracts in the energy sector, the City has previously authorized the Mayor to accept electricity supply contracts on behalf of the City. This Resolution formally approves the City's acceptance of this electricity supply contract with Homefield Energy for the City's Energy Aggregation Program.

RECOMMENDATION: Approval of these Resolutions.

RESOLUTION NO. 2021-029

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING CONTRACT WITH
HOMEFIELD ENERGY FOR SUPPLY OF ELECTRICITY FOR
CITY'S ENERGY AGGREGATION PROGRAM**

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, permits a municipality, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, after voter referendum approval in March 2012, the City of East Peoria has provided an opt-out electric aggregation program for eligible electric accounts within its jurisdiction under the City's plan of governance for such program as amended from time to time (the City of East Peoria Energy Aggregation Plan for Operations and Governance; hereinafter the "Aggregation Program"); and

WHEREAS, because electricity is a commodity for which supply bids typically are made each morning and expire the same day at the close of business, the City Council has previously authorized the Mayor to act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate under the Aggregation Program; and

WHEREAS, Illinois Power Marketing Company, doing business as Homefield Energy, has provided the lowest bid for supplying electricity under the City's Aggregation Program for the 18-month period from December 2020 to June 2022; and

WHEREAS, the City Council seeks to ratify the Mayor's actions at this time in accepting the bid from Homefield Energy for supplying electricity under the City's Aggregation Program for the 18-month period from December 2020 to June 2022 (the "Supply Contract");

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

Section 1. The recitals set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated herein.

Section 2. The City hereby approves the Supply Contract with Homefield Energy, attached hereto as Exhibit A and incorporated by reference, for the City's Aggregation Program and further ratifies any previous action taken by the Mayor to approve the Supply Contract for the City's Aggregation Program.

Section 3. The Mayor is hereby authorized to execute the Supply Contract with Homefield Energy (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 Homefield Energy until such time as an executed contract has been delivered to Homefield Energy.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

Supple Contract with Homefield Energy

Aggregation Program Agreement

This Aggregation Program Agreement is entered into as of this 25th day of June 2020 (“**Agreement**”), by and between **City of East Peoria** (“**Aggregator**”), an Illinois municipal corporation, and **Illinois Power Marketing Company d/b/a Homefield Energy** (“**Supplier**”), an Illinois corporation with an office located at **1500 Eastport Plaza Drive, Collinsville, Illinois 62234**. Supplier and Aggregator are sometimes hereinafter referred to individually as a “**Party**” or collectively as the “**Parties**”.

WITNESSETH

WHEREAS, Section 1-92 of the Act authorizes the corporate authorities of a municipality to establish a program to aggregate electrical loads of residential and small commercial retail customers and to solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services for those electrical loads; and

WHEREAS, pursuant to the Act, municipalities may, if authorized by referendum, operate an Electricity Aggregation Program as an “opt-out” program that applies to all residential and small commercial retail electrical customers who do not affirmatively choose not to participate; and

WHEREAS, Aggregator has received authorization through its referendum to proceed with an “opt-out” Aggregation Program pursuant to the Act; and

WHEREAS, Aggregator has issued a Request for Proposal on June 3, 2020; and

WHEREAS, Supplier is an ARES registered with and certified by the ICC; and

WHEREAS, Aggregator has selected Supplier as the supplier for the Aggregation Program; and

WHEREAS, Aggregator and Supplier desire to establish the rights and obligations of the Parties with respect to the Aggregation, including but not limited to determining a price and supplying the Aggregation and related services.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement for all purposes.

ARTICLE 2: DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings defined below except where the context indicates otherwise:

- A. “**Affiliate**” shall mean any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Supplier.
- B. “**Act**” shall mean the Illinois Power Agency Act, 20 ILCS 3855/1-1 *et seq.*
- C. “**Aggregation**” or “**Municipal Aggregation**” shall mean the pooling of residential and small commercial retail electrical loads located within the Aggregator’s jurisdiction for the purpose of soliciting bids and entering into service agreements to facilitate for those loads the sale and purchase of electricity and related services, all in accordance with Section 1-92 of the Act.
- D. “**Aggregation Consultant**” or “**Consultant**” shall refer to Good Energy LP; the independent consultant with demonstrated expertise in electric supply contracting that has been retained by Aggregator to assist with the implementation of the Aggregation Program.
- E. “**Aggregation Member**” or “**Member**” shall mean a residential or small commercial retail electric account enrolled in the Aggregation Program, and shall be consistent with the definition of “Eligible Retail Customer” as provided for herein.
- F. “**Aggregation Program**” or “**Program**” shall mean the program adopted by Aggregator pursuant to Section 1-92 of the Act to facilitate for the applicable residential and small commercial customers the sale and purchase

of electricity and related services.

- G. **"Aggregator"** shall mean Municipality, acting by and through its corporate authorities, and authorized Aggregator employees.
- H. **"Aggregator Designee"** shall mean the person (or persons) empowered by Aggregator through ordinance to authorize and execute a contract price lock for electricity supply on behalf of the Aggregator's governing authority or body.
- I. **"Alternative Retail Electric Supplier"** or **"ARES"** shall mean an entity certified by the ICC to offer electric power or energy for sale, lease or in exchange for other value received to one or more retail customers, or that engages in the delivery or furnishing of electric power or energy to such retail customers, and shall include, without limitation, resellers, aggregators and power marketers but shall not include the Utility or the Aggregation Members. For purposes of this Agreement, the definition of Alternative Retail Electric Supplier is more completely set forth in 220 ILCS 5/16-102.
- J. **"Ameren Illinois"** or **"Ameren"** or **"Utility"** shall mean the Ameren Illinois Utility Company, or its successor, as the entity that has a franchise, license, permit or right to distribute, furnish or sell electricity to retail customers within its service area and within the Aggregator's jurisdiction.
- K. **"Ancillary Services"** shall mean the necessary services that shall be provided in the generation and delivery of electricity. As defined by the Federal Energy Regulatory Commission, "Ancillary Services" include, without limitation: coordination and scheduling services (load following, energy imbalance service, control of transmission congestion); automatic generational control (load frequency control and the economic dispatch of plants); contractual agreements (loss compensation service); and support of system integrity and security (reactive power, or spinning and operating reserves).
- L. **"Customer Information"** shall mean information specific to individual Members, and/or Eligible Retail Customers, as applicable, including customer name, address, account number, and usage information.
- M. **"Distribution Service Provider"** or **"DSP"** shall mean the entity responsible for providing local distribution service to Members.
- N. **"Eligible Retail Customer"** shall mean a residential and small commercial retail customer of the Utility that is eligible for participation in the Aggregation Program pursuant to 220 ILCS 5/16-102, Section 1-92 of the Act, as well as applicable rules, regulations and utility service tariffs pertaining to retail electric supply, purchase of receivables, and consolidated billing.
- O. **"Extended Term"** is defined in Section 3.B of this Agreement.
- P. **"Force Majeure Event"** is defined in Section 6.D of this Agreement.
- Q. **"ICC"** shall mean the Illinois Commerce Commission as described in 220 ILCS 5/2-101.
- R. **"IPA"** shall mean the Illinois Power Agency as described in 220 ILCS 3855, Section 1-5.
- S. **"Load"** shall mean the total demand for electric energy required to serve the Aggregation Members.
- T. **"MISO"** shall mean Midcontinent Independent System Operator, Inc., a Regional Transmission Organization ("RTO") that coordinates the movement of wholesale electricity in all or parts of eleven states and the Province of Manitoba, including the Ameren Illinois service territory.
- U. **"Opt-Out"** shall mean the process by which a Member who would be included in the Aggregation Program chooses not to participate in the Aggregation Program.
- V. **"PIPP"** shall mean a Percentage of Income Payment Plan created by the Energy Assistance Act, 305 ILCS 20-18, to provide a bill payment assistance program for low-income residential customers.
- W. **"Plan of Operation and Governance"** shall mean the Aggregation Plan of Operation and Governance adopted by Aggregator pursuant to the requirements set forth in Section 1-92 of the Act.
- X. **"Point of Delivery"** shall be the interconnection between the RTO transmission's DSP's distribution system to which Supplier shall deliver the electricity under the Aggregation Program for delivery by the Utility to the Aggregation Members.
- Y. **"REC"** shall mean Illinois Renewable Portfolio Standard eligible Renewable Energy Credits.
- Z. **"Regulatory Event"** is defined in Section 6.B of this Agreement.
- AA. **"Retail Power"** is defined in Section 5.D.
- BB. **"Retail Power Price"** is defined in Section 5.D.
- CC. **"Services"** is defined in Article 5 of this Agreement.
- DD. **"Small Commercial Retail Customer"** shall mean those retail customers with an annual consumption of less than 15,000 kWh per 220 ILCS 5/16-102, provided, however, that the definition of Small Commercial Retail Customer will include such other definition or description as may become required by law or tariff.
- EE. **"Term"** is defined in Section 3.A of this Agreement.
- FF. **"Terms and Conditions"** is defined in Section 5.B of this Agreement.

ARTICLE 3: TERM

A. Term of Agreement. This Agreement commences on the date first written above, provided however, the supply service to Aggregation Members shall not commence until the Utility's confirmation of Member enrollment with Supplier and shall continue through the billing cycle of the last month of the Term, as elected by Aggregator and set forth in Exhibit A.

B. Extension. Aggregator and Supplier may extend the Term of this Agreement for additional periods of time by written mutual agreement approved and executed by each of them (each an "**Extended Term**"). Any such extension may, among other things, provide for an opportunity to refresh the price. Any price modification in an Extended Term shall require Supplier issuance of a new opt-out notice for the Extended Term to all Aggregation Members. Nothing in this Article related to the Term, or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by Aggregator to Supplier shall continue beyond the Term or an approved Extended Term.

C. Notification. In the event Aggregator decides either (a) the Aggregation Program will terminate upon expiration, or (b) that that it would like to renew the Aggregation Program with an ARES other than Supplier, then Aggregator must provide notice to Supplier at least 90 days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event such notification is not received by Supplier by the applicable date, the Parties will in good faith negotiate an extension for a price no later than sixty (60) days prior to the first expiration date (billing cycle) of any Aggregation Member in the last month of the Term, as elected by Aggregator and set forth in Exhibit A. In the event no extension is agreed upon by the Parties, the Parties will have no obligation to each other to extend the Aggregation Program.

D. Term of Enrollment. Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation is terminated by Aggregator, their participation in the Aggregation Program is terminated by Supplier or the Utility, or until this Aggregation Program is terminated, whichever occurs first.

E. Interaction Between Termination Dates of this Agreement and Contracts with its Members. Members initially enrolled in the Aggregation Program shall receive Electric Supply at the Retail Power Price set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Electric Supply will terminate early and the Members will be switched to the Utility's Rate BGS-1 or BGS-2 default rate, where applicable, provided by the Utility as required by 220 ILCS 5/16-103 and defined by its rates on file with the ICC pursuant to 200 ILCS 5/Art. IX. ("**Tariff Service**") in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of this Agreement, the Aggregation Program will terminate early and the Aggregation Member may choose another ARES or will be switched to Utility default service in accord with the standard switching rules and applicable notices. The Members are responsible for arranging for their supply of energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Member has not selected another supplier, such Member will be switched to Utility default service.

ARTICLE 4: PROGRAM RESPONSIBILITIES

A. Aggregator Responsibilities.

1. Program Responsibilities. Aggregator shall perform those duties related to the Aggregation Program as required by Section 1-92 of the Act, e.g. adopting an ordinance authorizing aggregation, submitting a referendum to its residents, abiding by notice and conduct requirements of general election law, developing a plan of operation and governance, holding public hearings, and informing residents of opt-out rights.

2. Customer Information. Aggregator Consultant or Aggregator Designee shall obtain the Customer Information from Aggregator or Utility directly, and provide the Customer Information to Supplier for use in the enrollment and opt-out process set forth in Article 5. Aggregator acknowledges that Supplier is not liable for the completeness or accuracy of the account information included on, or excluded from, the Customer Information data files provided for this purpose. Aggregator further acknowledges that Supplier is not liable for any incremental costs associated with performing additional services to correct errors or omissions resulting from Customer Information data provided by Aggregator or Ameren.

3. Notices from Utility. Aggregator shall promptly forward to Supplier any notices received by Aggregator from Ameren concerning the account(s) of Aggregation Member(s).

4. No Aggregator Obligations to Provide Services. The Parties acknowledge and agree that Aggregator is not responsible to provide, and this Agreement shall not be construed to create any responsibility for Aggregator to provide, the Services to any person or entity, including without limitation Supplier, Ameren, or any Aggregation Member.

5. No Aggregator Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of Aggregator to any other person or entity, including without limitation Supplier, Ameren, or any Aggregation Member.

6. Compliance with Applicable Law. Aggregator shall comply with all applicable laws in providing the Service pursuant to this Agreement.

B. Supplier Obligations.

1. Provision of Services. Supplier shall provide all of the Services described in Article 5 of this Agreement throughout the Term.

2. Compliance with Applicable Law. Supplier shall comply with all applicable requirements of Illinois state law, including the Act, rules and regulations of the ICC, tariffs applicable to the Utility and MISO, and all other applicable federal and state laws, orders, rules and regulations, including the terms and conditions for providing the Services pursuant to this Agreement.

ARTICLE 5: SUPPLIER SERVICES

Supplier shall supply all of the following services in support of the Program (collectively, the "**Services**");

A. Electricity Supply.

1. Electricity Supply.

- a. **Transmission.** Supplier will acquire and pay all necessary transmission services up to the Point of Delivery to deliver electricity supply to Members, including all electricity commodity costs, MISO charges, congestion charges, distribution and transmission losses, and capacity charges. Supplier does not have responsibility for any delivery of services supplied by the Utility or RTO, or for the consequences of the failure to provide such services. Supplier shall not be responsible to Member in the event the Utility or RTO disconnects, suspends, curtails or reduces services to Member for any reason.
 - b. **Billing.** To the extent allowed by law and the Ameren tariff, Supplier shall make all arrangements for Aggregation Members to receive a single monthly bill from Ameren during the Term. As part of such arrangement, it is expected that the following fees will continue to be collected and processed by Ameren: monthly payments, late payments, delivery charges, monthly service fee, and applicable taxes.
 - c. **Data.** Supplier shall maintain a confidential database recording historical account information for Member accounts that has been provided to Supplier by Ameren, Aggregator, and/or Consultant or Aggregator Designee. Supplier will provide to the Aggregator and/its Consultant the initial account list for all Eligible Retail Customers who have been enrolled in the program. Furthermore, Supplier will also provide a list of the Eligible Retail Customers who have initially opted-out of the program. Both lists will be transmitted together in a text-based, comma-delineated file (.csv). At a minimum, but not limited to, the files should contain: account number, account name, premise address Line 1, premise address Line 2, premise address Line 3, premise address City, premise address State, premise address Zip Code.
 - d. **Title.** Title to and risk of loss for the electricity sold and delivered to Members shall pass to the purchasing Member upon delivery at the Point of Delivery;
2. **Supply Mix.** Supplier shall be capable of providing the supply mix of traditional and renewable sources in Exhibit A, if applicable.
 3. **Delivery Specifications**
 - a. **Quality and Measurement.** Supplier agrees that all electricity sold pursuant to this Agreement shall be delivered in accordance with applicable MISO and Ameren rules and tariffs and suitable for delivery to Members.
 - b. **Title.** Supplier warrants that it possesses or will possess good marketable title to all electricity sold

pursuant to this Agreement, and that such electricity will be free from all liens and adverse claims when delivered to the Point of Delivery.

- c. **Delivery.** Supplier shall deliver all electricity sold pursuant to this Agreement at the Point of Delivery to be delivered to the Aggregation Members.

B. Program Implementation.

1. **Member Service.** Supplier shall maintain certain minimum levels of customer service including:

- a. **Program Management and Documentation.** Supplier program management and documentation shall be in accordance with this Agreement and Supplier's response to Aggregator's Request for Proposals.
- b. **Confidentiality.** Supplier and Aggregator shall maintain the confidentiality of customer information pursuant to Article 10 of this Agreement and as required by law.
- c. **Customer Service.** Supplier shall assist Aggregation Members with their inquiries. Concerns regarding service reliability should be directed to Ameren, billing questions should be directed to Ameren or Supplier, as applicable, and any unresolved disputes should be directed to the ICC. Inquiries from Aggregation Members should be managed within the following performance parameters:
 - i. **Telephone Inquiries.** Supplier shall maintain a toll-free telephone access line which shall be available to Aggregation Members 24 hours a day, seven days a week. Trained company representatives shall be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative within two business days.
 - ii. **Internet and Electronic Mail.** Supplier shall establish and maintain a web page providing information to the Aggregation Members. The website shall provide basic information concerning the Aggregation Program and facilitate customer inquiries by providing contact information for questions.
 - iii. **Multi-Lingual Services.** Supplier shall provide reasonable customer service for Members requiring verbal and/or written assistance in Spanish.
 - iv. **Hearing Impaired.** Supplier shall provide reasonable customer service for hearing impaired Members.

2. **Enrollments.** Supplier shall perform the following Aggregation account enrollment tasks:

Opt-Out Period. Supplier shall conduct an initial Opt-Out Period, which shall be a twenty-one (21) calendar day period, from the date of postmark, during which eligible residents and small commercial retail customers may opt-out of the Aggregation Program prior to enrollment.

After the initial Opt-Out Process is completed, the Aggregator and Supplier may establish protocols and procedures to hold additional Opt-Out Periods for Eligible Retail Customers that were not mailed Opt-Out notices in earlier Opt-Out Periods within the term of the ongoing aggregation. Any new Eligible Retail Customers shall be able to enroll in the Aggregation Program under the same terms, conditions, and pricing as accounts that were initially enrolled during prior Opt-Out Periods. However, newly enrolled Eligible Retail Customers will only have the ability to participate in the Aggregation Program for the time remaining in the term of this Agreement. Costs (for example for printing and mailing) associated with subsequent Opt-Out Periods will be paid in the same manner as for the initial Opt-Out Period.

- a. **Opt-Out Notifications.** Supplier shall manage the Opt-Out Period Notification process in cooperation with Aggregator and the Consultant or Aggregator Designee.
- b. **New Accounts.** Supplier shall facilitate the addition of new customer accounts to the Aggregation Program during the Term of this Agreement. Members wishing to opt-in to the Aggregation Program may contact Supplier to obtain enrollment information. Supplier will make every effort to provide new customers with the same pricing available to initial enrollees; however, such pricing cannot be guaranteed. Supplier shall clearly state the rate to be charged for new accounts prior to enrollment.
- c. **Moving Within the Aggregator's Jurisdiction.** Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the Aggregator's jurisdiction prior to the expiration of the Term of this Agreement, providing that the Member notifies Supplier of its desire to do so with 30 days' notice.
- d. **Credit/Deposit Requirements.** Collection and credit procedures are to be the responsibility of Ameren

and the individual Member. Members will be required to comply with the payment terms of Ameren. Aggregator is not responsible for late payment or non-payment of any Member account. Neither Aggregator nor Supplier shall have a separate credit or deposit policy concerning Member accounts.

- e. **Reliability of Power Supply.** The Parties acknowledge that the Aggregation Program only affects pricing for the electricity sold pursuant to this Agreement up to the Point of Delivery and further acknowledge Ameren will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ameren. If Members have service reliability problems, they should contact Ameren for repairs. The ICC has established "Minimum Reliability Standards" for all utilities operating distribution systems in Illinois. Member outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels. In addition to maintaining the "wires" system, Ameren is required to be the "Provider of Last Resort," meaning that should Supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Ameren will immediately provide any supplemental electricity to the Members as may be required. Ameren would then bill Supplier for the power provided on Supplier's behalf, and the Members would incur no additional cost therefor over and above that which the Member would have paid had Supplier delivered the power.
- f. **Fees Imposition.** Neither Aggregator nor Supplier shall impose any conditions, terms, fees, or charges on any Member served by the Program unless the particular term, condition, fee, or charge, or the possibility of a change in the same, is clearly disclosed.
- g. **Civic Fee:** Should Aggregator elect to collect a civic fee, it is to be paid **\$0.002** for each kWh delivered, invoiced and paid for by participating customers during the Term. "Participating Customers" means those residential and small commercial accounts that and are actually participating in the Program. The Parties agree that Supplier will remit Civic Fee to the Aggregator, pursuant to Exhibit A of this Agreement.
- h. **Good Energy Fee:** Aggregator has agreed that Consultant is to be paid **\$0.00075** for each kWh delivered, invoiced and paid for by Participating Customers during the Term ("Fee"). "Participating Customers" means those residential and small commercial accounts that are actually participating in the Program. The Parties agree that Supplier will remit Good Energy Fee to Consultant, for Aggregator, pursuant to the terms of this Agreement.
- i. **Enrollment and Disenrollment Charges.** Supplier shall not assess any enrollment, switching, or relocation fees on Aggregation Members. Customers may terminate services from Supplier without penalty if they relocate outside of the Aggregator's governmental boundary. Members who did not opt-out of the Aggregation Program during the opt-out period and who later leave the Aggregation Program for other reasons may be assessed an early termination fee of \$0.00.
- j. **Enrollment in Supplier Programs.** Supplier agrees not to solicit or contract with Aggregation Program Members outside the Aggregation Program and agrees not to use Aggregation Program Member data and information for any other marketing purposes without written consent from the Aggregator. Nothing herein shall prevent Supplier from soliciting and entering into agreements with retail customers for the supply and delivery of electricity who have not enrolled in the Aggregation Program or who have opted-out. Aggregator recognizes Supplier may have affinity programs or other opportunities to sell and deliver to retail customers located in Aggregator's jurisdiction, and this Agreement does not bar such actions by Supplier.

C. Cooperation at the Conclusion of the Aggregation. Aggregator shall request and Supplier may provide, if legally permissible, from the Utility, those account numbers, names, and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the Utility's records that may be needed to continue the Program with another ARES. Supplier has no obligation to request such information on behalf of Aggregator or another Alternate Retail Electric Supplier.

D. Retail Power Price. The Retail Power Price is set forth in Exhibit A. The Retail Power Price is based on Aggregation Members' historical or projected load data which is considered representative of the combined electricity requirements ("Retail Power") for the proposed Term. The Retail Power Price applies to all Retail Power covered under this Agreement. Retail Power Price also includes charges for distribution energy losses, capacity, MISO transmission charges, and energy, including scheduling and load forecasting associated with the delivery of the Retail Power. The Retail Power Price does not include any charges by the DSP, which are the responsibility of the Member, including but not limited to charges for services under the applicable delivery service tariffs and riders, such as delivery service charge, facilities charges, taxes (either billed for by the Utility or Member self-assessed), environmental, public purpose program, or switching charges as may be applicable from time to time.

ARTICLE 6: REMEDIES AND TERMINATION

A. Remedies. In addition to every other right or remedy provided to a Party under this Agreement, if the other Party fails to comply with any of the provisions of this Agreement (for reason other than an order, rule, or regulations of a governmental agency or court having jurisdiction over the defaulting Party), then the non-defaulting Party may give notice to the defaulting Party specifying that failure.

1. **Cure Period.** The defaulting Party will have 15 business days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 business days but the defaulting party promptly commences a cure and diligently pursues the cure to completion.
2. **Failure to Cure.** If the defaulting Party fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the defaulting Party fails to promptly commence a cure and diligently pursue the cure to completion, then the non-defaulting Party, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
 - a. Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the defaulting Party for those purposes.
 - b. Institute a lawsuit against the defaulting Party for breach of this Agreement and seek remedies and damages as the court may award.
 - c. Terminate this Agreement as provided in Section B below.

B. Circumstance Leading to Termination. This Agreement may be terminated early in the following circumstances:

1. **Non-Compliance.** By the non-defaulting Party if the defaulting Party fails to comply with any material term or condition of this Agreement, provided the failure continues beyond the Cure Period and written Notice of such failure is provided to the defaulting Party.

Material terms and conditions include but are not limited to:

- a. A breach of the confidentiality provisions in Article 10 of this Agreement;
 - b. Supplier's disqualification as an ARES due to a lapse or revocation of any license or certification required to perform the obligations set forth herein; or
 - c. Any act or omission that constitutes a willful or wanton deception by affirmative statement or practice, or by omission, fraud, misrepresentation, or a bad faith practice.
2. **Regulatory Event.** The following shall constitute a "Regulatory Event":
 - a. **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
 - b. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially or adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determined to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
 - c. **Occurrence of Regulatory Event.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within the prescribed time after entering negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. Upon termination of this Agreement as a result of a Regulatory Event, the obligations of Supplier and each Aggregation Member set forth in the Terms and Conditions shall survive termination.

3. **Failure to Schedule and Deliver.** The failure of Supplier to schedule electricity supply to Ameren for the Aggregation Members, except as permitted under Force Majeure Events.

C. **Termination Procedure.** Aggregator will give written notice to Supplier of Aggregator's intent to terminate this Agreement pursuant to the provisions of this Agreement ("**Termination Notice**"). The Termination Notice will set forth with specificity the nature of the noncompliance. Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for such objection, and to propose a remedy for the circumstances. If Aggregator has not received a response from Supplier, or if Aggregator does not agree with Supplier's response or any remedy proposed by Supplier, then Aggregator will conduct a hearing on the proposed termination. Aggregator will serve notice of that hearing on Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating Aggregator's intent to terminate this Agreement.

1. **Hearing.** At the hearing, Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, Aggregator will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
2. **Reimbursement.** The decision of Aggregator must be in writing and delivered to Supplier by certified mail. If the rights and privileges granted to Supplier under this Agreement are terminated, then Supplier, within 14 calendar days after Aggregator's demand, must reimburse Aggregator for all costs and expenses incurred by Aggregator, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by Aggregator.

D. **Force Majeure Events.** Supplier shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Program), where such noncompliance or alleged defaults occurred or were caused by a "**Force Majeure Event**," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond Supplier's ability to anticipate or control.

ARTICLE 7: INDEMNIFICATION, INSURANCE, DISCLAIMER, AND LIMITATION OF LIABILITY

A. **Indemnification.** Supplier agrees to indemnify and hold Aggregator harmless from any claims, causes of action, damages, judgments, and financial obligations arising Supplier's negligence, gross negligence, or willful misconduct.

B. **Insurance.** Supplier shall provide certificates of its current insurance upon request.

C. **Limitation of Liability.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

D. **Disclaimer.** SUPPLIER DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF RETAIL POWER TO AGGREGATION PROGRAM MEMBERS DURING FORCE MAJEURE EVENTS. SUPPLIER WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE UTILITY, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF UTILITY'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 8: MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including all Exhibits, constitutes the entire Agreement and understanding between the Parties with respect to the Services, which are included herein. All prior written and verbal agreements and representations with respect to these Services are merged into and superseded by this Agreement.

B. **Amendment.** All amendments or modifications to this Agreement shall be made in writing and signed by both Parties before they become effective.

C. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("**Data**"), other than Supplier's confidential information, will be and remain the sole properties of Aggregator. Supplier must promptly deliver all Data in Supplier's possession or control to Aggregator at Aggregator's request. Supplier is responsible for the care and protection of the Data in Supplier's possession or

control until that delivery. Supplier may retain one copy of the Data for Supplier's records subject to Supplier's continued compliance with the provisions of this Agreement. Upon expiration of the Agreement, Supplier shall provide Aggregator with an electronic copy of data specified in Section 5.A.1.c at no cost to Aggregator.

D. Assignment. This Agreement shall not be transferred or assigned by either Party without prior written consent of the other Party, which shall not be unreasonably withheld, provided, however, that Supplier may 1) assign this Agreement to an Affiliate without the express authorization of Aggregator, or 2) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Supplier, within any independent transmission system (e.g, MISO or PJM).

E. Notices. Any notices, requests or demands regarding the Services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient, from the date of postmark; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party of such change.

F. Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that Aggregator may have under federal or state law unless such waiver is expressly stated herein.

G. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in a Circuit Court of the State of Illinois, or if brought pursuant to the jurisdiction of the federal courts, the United States District Court of the Central District of Illinois.

H. Exhibits. Exhibits attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

I. Controlling Provisions. In the event of any inconsistency between the text of this Agreement and the terms of the Exhibits hereto, the text of the Exhibits shall control.

J. Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

K. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public for any purpose.

L. Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and each Party expressly warrants that it has the power and authority to enter into the provisions, terms, and conditions of this Agreement.

M. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, Aggregator and Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

N. Counterparts. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute but one and the same original document.

O. Subcontractors. Supplier agrees to employ only those subcontractors that it determines are reasonably necessary. Subcontractors shall be held to the confidentiality standards applicable to Supplier pursuant to Article 10, and shall be required to otherwise comply with the requirements of this Agreement. The use of subcontractors shall not relieve Supplier from the duties, terms and conditions in this Agreement. For purposes of this Agreement, regional transmission organizations, independent system operators, local utilities, and renewable energy certificate counterparties are not considered subcontractors.

P. Forward Contract. The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The individual signing this Agreement on behalf of such Party is authorized to execute this Agreement in the name of such Party.
4. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
5. It has reviewed and understands this Agreement and has independently assessed the merits of this Agreement;
6. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements; and
7. It shall maintain the confidentiality of Aggregation Members' account information, as required by 815 ILCS 505/2HH;

B. Additional Representation by Supplier. Supplier hereby further represents to Aggregator that, as of the date of this Agreement, Supplier shall maintain all of the qualifications, certifications, approvals, and other authorizations required by law to provide the Services pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

Supplier shall preserve the confidentiality of the account information it receives as a result of the performance of its obligations set forth herein.

A. Supplier and Aggregator shall not disclose, use, sell or provide customer account information to any person, firm or entity for a purpose outside of the operation of the Program. This provision shall survive the termination of this Agreement.

B. Notwithstanding the foregoing, Supplier and Aggregator may disclose confidential account information as required by law, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality with respect to that or any other information.

C. Each Party shall give the other Party prompt notice of any discovery request or order, subpoena, or other legal process requiring disclosure of any confidential account information or the confidential information of the other Party.

D. To the extent legally permissible and practicable, Supplier shall provide Aggregator and Aggregator shall provide Supplier with sufficient advance notice as to give the other Party an opportunity, at the other Party's discretion and sole cost, to seek to quash the subpoena, obtain a protective order or similar relief.

E. In response to an order, subpoena, or other legal process, Supplier and Aggregator shall furnish only that portion of the confidential account information that is required or necessary in the opinion of Supplier's legal counsel. In addition, Supplier and Aggregator shall use reasonable efforts to obtain reasonable assurances that any account information so disclosed will be treated as confidential.

F. Notwithstanding the foregoing, nothing herein shall prevent the use by Supplier or Aggregator of such customer account information for the purpose of communicating with its customers or former customers. In addition, nothing herein shall prevent Supplier or Aggregator from using information in the public domain now or in the future.

G. Supplier acknowledges Aggregator's obligation to provide certain information subject to Freedom of Information Act requests, provided that such requests are within the bounds of the applicable law(s). Supplier expressly reserves the right to protect the confidentiality of all proprietary, confidential, or commercially sensitive information that is not subject to Freedom of Information Act requests or which is exempt therefrom.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above.

**Illinois Power Marketing Company
d/b/a Homefield Energy**

Aggregator: City of East Peoria

Signed: Mark Fanning (Jun 25, 2020 15:56 CDT)
Name: Mark Fanning
Title: Senior Director
Date: Jun 25, 2020

Signed: John P Kahl (Jun 25, 2020 15:09 CDT)
Name: John P Kahl
Title: Mayor of East Peoria
Date: Jun 25, 2020

Notices to Supplier: Mark Fanning Senior Director 1500 Eastport Plaza Dr. Collinsville, IL 62234 Phone: 618-343-7734 E-mail: Mark.Fanning@vistraenergy.com With a Copy to: Illinois Power Marketing Company d/b/a Homefield Energy 6555 Sierra Drive Irving, Texas 75039 Attn: Retail Contract Administration	Notices to Aggregator: Name & Title: <u>City of East Peoria</u> Street: <u>401 W. Washington Street</u> City, ST ZIP: <u>East Peoria, Illinois 61611</u> Phone: <u>309-427-7605</u> E-mail: <u>johnkahl@cityofeastpeoria.com</u>
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EXHIBIT A: PRICING CONFIRMATION

This Exhibit A applies to the fully executed Aggregation Program Agreement dated **June 25, 2020** between **Illinois Power Marketing Company d/b/a Homefield Energy** and the **City of East Peoria** and forms a part thereof. **Customer Initial ONE box below to Elect Price and option.**

Traditional Power Option		
The Retail Power Price for the traditional power option will be applicable for all Aggregation Members.		
	Retail Power Price	Delivery Term: 18 months
	\$0.04185/kwh	December 2020 meter read date through June 2022 meter read date

Traditional Power Option with Civic Contribution Fee		
The Retail Power Price includes a civic contribution rate of \$0.002 per kWh. Supplier shall pay Aggregator annually at said rate for all usage consumed and paid for by all Aggregation Members.		
	Retail Power Price	Delivery Term: 18 months
JK	\$ 0.04385/kwh	December 2020 meter read date through June 2022 meter read date

100% Renewable Power Option		
The Retail Power Price shall be associated with the generation of electricity from a renewable energy resource, through purchases of RECs on Aggregation Members' behalf, such that the percentage shall equal 100%.		
	Retail Power Price	Delivery Term: 18 months
	\$0.04303/kwh	December 2020 meter read date through June 2022 meter read date

100% Renewable Power Option with Civic Contribution Fee		
The Retail Power Price shall be associated with the generation of electricity from a renewable energy resource, through purchases of RECs on Aggregation Members' behalf, such that the percentage shall equal 100% and includes a civic contribution rate of \$0.002 per kWh. Supplier shall pay Aggregator annually at said rate for all usage consumed and paid for by all Aggregation Members.		
	Retail Power Price	Delivery Term: 18 months
	\$0.04503/kwh	December 2020 meter read date through June 2022 meter read date

Sign here to confirm you selected ONE pricing option by placing your initials in corresponding box above.

John P Kahl (Jun 25, 2020 15:09 CDT)

Shalonda Kenebrew (Jun 25, 2020 19:42 CDT)

MEMORANDUM

July 1, 2020

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

FROM: Scott A. Brunton and Kathleen M. Carter, City Attorney's Office

SUBJECT: Resolution Approving Lease Amendment for Storage Area in Eastport Marina Building

DISCUSSION:

Omega 9, LLC currently operates the cantina/restaurant in the Eastport Marina building. Last year, in an effort to assist the expansion of the Omega 9's operations, the City entered into a lease agreement with Omega 9 for Omega 9's use of an area close to the cantina location that is located in the City's condominium space in the Eastport Marina building. Under the Lease Agreement with Omega 9, the leased area is used for a kitchen for food preparation for the cantina/restaurant operations.

At this time, Omega 9 seeks to use additional nearby space in the City's condominium space as a storage room for their cantina/restaurant operations. The City seeks to facilitate Omega 9's continued operation of their cantina/restaurant, while also encouraging patronage of Eastport Marina facilities. Thus, the City has negotiated a First Amendment to the Lease Agreement with Omega 9 that will now include this additional storage room space for use by Omega 9. This storage room area will be leased to Omega 9 under similar economic terms as currently established in the Lease Agreement, while also allowing Omega 9 to expand this storage room area into adjacent space in the City's condominium space. Omega 9 will be responsible for all costs associated with the expansion of the storage room and related fit out of the storage room. This First Amendment also makes updates to the provisions of the Lease Agreement regarding use of the hallway space that connects the cantina/restaurant area to the kitchen area and the new storage room area.

RECOMMENDATION: Approval of this Resolution.

RESOLUTION NO. 2021-025

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION AUTHORIZING FIRST AMENDMENT TO
LEASE AGREEMENT WITH OMEGA 9, LLC**

WHEREAS, the City has previously entered into a Lease Agreement with Omega 9, LLC for a portion of the City's condominium unit located at the Eastport Marina complex, for use by Omega 9, LLC as a kitchen in association with its restaurant operations; and

WHEREAS, Omega 9, LLC desires additional space for storage purposes in association with its restaurant operations; and

WHEREAS, the City desires to provide additional space to Omega 9, LLC in order to facilitate continued operation of its restaurant and to encourage patronage of Eastport Marina; and

WHEREAS, City Officials have negotiated a First Amendment to Lease Agreement, as set forth in Exhibit A, attached hereto and incorporated herein by reference, which provides for additional leased area for storage space for Omega 9, LLC; and

WHEREAS, the City hereby finds that it is in the best interest of the City to enter into this First Amendment to Lease Agreement with Omega 9, LLC;

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

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

Section 2. The First Amendment to Lease Agreement with Omega 9, LLC is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the First Amendment to Lease Agreement, attached hereto 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 First Amendment to Lease Agreement

until such time as an executed original of the First Amendment to Lease Agreement has been delivered to Omega 9, LLC.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

[First Amendment to Lease Agreement (Omega 9 LLC)]

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (“Amendment”) is made effective this _____ day of _____, 2020, by and between the City of East Peoria, an Illinois municipal corporation (hereinafter referred to as “Landlord”) and Omega 9, LLC, an Illinois limited liability company (hereinafter called “Tenant”).

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 1, 2019 (the “Lease”) for the leasing of approximately 180 square feet of space known as “the laundry room area” and being part of the Landlord’s condominium unit located at 701 Mariners Way, East Peoria, Illinois (the “Property”); and

WHEREAS, Tenant desires additional storage space to serve the leased premises and Landlord desires to provide such additional storage space to Tenant in order to facilitate continued operations of Tenant’s restaurant and encourage patronage of the East Port Marina complex; and

WHEREAS, the parties now desire to amend the terms of the Lease under the terms set forth herein;

NOW THEREFORE, for the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Leased Premises. Paragraph 1 of the Lease is hereby deleted in its entirety and replaced with the following:

1. Leased Premises

In consideration of the mutual covenants and agreements herein contained, LANDLORD hereby leases to TENANT a portion of the condominium unit owned by LANDLORD and located at 701 Mariners Way, East Peoria, Illinois, and more specifically depicted in gray on the attached Exhibit A (the “Premises”), with all appurtenances and rights thereto belonging, including the right of ingress to and egress from the Premises, to have and to hold for the period upon the terms and conditions as herein stated.

The Leased Premises shall also include non-exclusive use of the “Hallway” that connects Unit 1-C, the Storage Room, and Unit 1-A, as identified on the attached Exhibit B.

2. Initial Term Rent. The first sentence of Paragraph 3 of the Lease is hereby amended to provide as follows: “The annual rental for the 12-month initial term of this Lease shall be One Thousand Eight Hundred Dollars (\$1,800.00).

3. Option to Renew Lease. Paragraph 4 of the Lease is hereby deleted in its entirety and replaced with the following:

4. Option to Renew Lease

TENANT shall, provided the Lease is in full effect and TENANT is not in default under any of the terms and conditions of the Lease at the time of notification, have the option to extend the term of this Lease for three (3) additional periods of twelve (12) months (each such 12-month period referred to herein as an "Extended Term") each to commence immediately upon the expiration of the initial term, and each subsequent term thereafter, on the same terms and conditions set forth in the Lease. If TENANT elects to exercise this option to renew, TENANT shall provide LANDLORD with written notice of its option to renew said Lease, thirty (30) days prior to the expiration of the term of the Lease. If TENANT fails to provide such notice, TENANT shall have no further or additional right to extend or renew the term of the Lease and said Lease shall terminate at the end of the annual term.

The annual rent for each Extended Term shall be Three Thousand Six Hundred Dollars (\$3,600.00) payable in one (1) lump sum on the first day of each Extended Term. Notwithstanding the preceding sentence, Rent for the first Extended Term commencing on June 1, 2020 shall be payable as follows:

One Thousand Eight Hundred Dollars (\$1,800.00) shall be payable in one (1) lump sum on the first day of the Extended Term.

One Thousand Eight Hundred Dollars (\$1,800.00) shall be payable in one (1) lump sum upon execution of this Amendment.

3. Tenant's Work. A new paragraph 28 is added as follows:

28. Tenant's Work.

Tenant will be permitted by Landlord to enter the Property and Premises for the purpose of performing Tenant's Work as more particularly described on the attached Exhibit C, provided (i) Tenant shall have obtained Landlord's written approval of Tenant's plans and specifications, and (ii) Tenant shall have deposited with Landlord certificates of insurance as required in Section 9 of the Lease. Tenant shall, at its expense, remove from the Premises and from the Property all trash which may accumulate in connection with Tenant's activities and, should Tenant fail to do so, Landlord may, in addition to any other right or remedy of Landlord, remove such trash following written notice to Tenant, at Tenant's expense, and the reasonable expenses so incurred by Landlord shall be due and payable by Tenant as Additional Rent, upon demand.

28.1 Approval of Tenant's Plans and Specifications.

Tenant shall submit to Landlord plans and specifications for Tenant's Work and a list of proposed contractors and subcontractors to perform such work, and

Landlord shall have thirty (30) days to approve or reject such plans and specifications and any contractors or subcontractors on such list. If Landlord rejects such plans and specifications or any particular contractors or subcontractors on such lists, Landlord shall specify the reasons for such rejection. Thereafter, Tenant shall not commence such alterations, additions or improvements, or employ such rejected contractors or subcontractors, unless and until Tenant shall have modified such plans and specifications to respond to Landlord's reasons for rejecting the plans and specifications, and shall have submitted such revised plans and specifications to Landlord and received Landlord's approval thereof, or selected alternate contractors or subcontractors who are acceptable to Landlord for such work.

28.2 Construction.

With respect to any alterations which may be permitted by Landlord, Tenant shall promptly pay all costs, expenses and charges therefor, shall perform such work in accordance with all applicable laws and the plans and specifications approved by Landlord, shall obtain all necessary permits, shall employ only contractors and subcontractors approved by Landlord, and shall perform such work in a good and workmanlike manner. All finishes to any alterations permitted by Landlord shall be equal to or better than the existing finishes on the Property. Tenant shall promptly repair any damage to the Premises or the Property caused by any such alterations, additions or improvements.

28.3 Mechanic's Liens.

In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to be performed or furnished, to Tenant, Tenant shall within twenty (20) days of filing, cause the same to be discharged of record or bonded. If Tenant shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due or may cause the same to be bonded, and the amount so paid by Landlord, including reasonable attorney fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, shall be due and payable by Tenant to Landlord, as Additional Rent, upon demand.

28.4 Indemnity.

Tenant shall fully protect, indemnify, save, and hold harmless Landlord and Landlord's agents, officers, and employees from and against any mechanic's or other liens, claims, demands, losses, damages, expenses or costs (including, without limitation, reasonable attorney's fees) or liability of whatever nature arising directly or indirectly out of any action or omission of Tenant or Tenant's contractors, licensees, agents or employees in connection with or related to the making of such alterations, additions or improvements.

28.5 Tenant's Improvements and Fixtures.

All improvements to the Premises made or performed by Tenant shall be the property of Tenant throughout the Term. Upon expiration of the Term or earlier termination of this Lease, all improvements to the Premises, not including any Trade Fixtures, equipment or other removable personal property, shall be Landlord's property and shall be surrendered to Landlord.

All furniture, fixtures and equipment, inventory, personal property and apparatus owned by Tenant and installed in the Premises other than HVAC or other building systems ("Trade Fixtures") shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term; and provided further that Tenant shall repair any damage to the Premises caused by the removal of said fixtures.

4. Indemnification. A new paragraph 29 is hereby added as follows:

- a. Indemnification of Landlord. Tenant shall protect, indemnify, save and keep harmless Landlord and Landlord's agents, servants, officials, officers, and employees against and from all damages, suits, liability, claims, loss, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or from any of the following:
 - i. Any accident or other occurrence in the Premises;
 - ii. Tenant's (or Tenant's agents, employees, or invitees) occupancy or use of the Premises, including but not limited to the Hallway; Tenant's construction in, on or about the Premises; or any act or omission of Tenant, Tenant's employees, agents, invitees, assignees or contractors;
 - iii. Any violation by Tenant (or Tenant's agents, employees, or invitees) of any law or ordinance in, on, at or in any way related to the Premises; or
 - iv. Any damage, liens or expenses arising as a result of Tenant's default in any of the terms of this Lease.
- b. Indemnification of Tenant. Landlord shall protect, indemnify, save and keep harmless Tenant and Tenant's agents, servants and employees against and from all damages, suits, liability, claims, loss, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or from any of the following:
 - i. Any accident or other occurrence on areas of the Property under the control of the Landlord and arising in connection with the business of Landlord;

- ii. Any violation by Landlord (or Landlord's agents, employees, invitees or subtenants) of any law or ordinance in, on, at or in any way related to the Property; or
- iii. Any damage, liens or expenses arising as a result of Landlord's default in any of the terms of this Lease.

3. Insurance. Paragraph 9 of the Lease is hereby amended to provide that, in addition, to the current insurance coverage required, Tenant shall require any contractor of Tenant performing work on the Premises to take out and keep in force, at no expense to Landlord, commercial general liability insurance for damage to person or property in amounts no less than Five Hundred Thousand Dollars (\$500,000.00). Evidence of insurance coverage shall be delivered to Landlord upon request.

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

LANDLORD:

City of East Peoria
401 W. Washington Street
East Peoria, Illinois 61611

By: _____
John P. Kahl, Mayor

TENANT:

Omega 9, LLC
701 Mariners Way
East Peoria, Illinois 61611

By: _____
Jason E. Payne, Its Manager

Exhibit A
Leased Premises

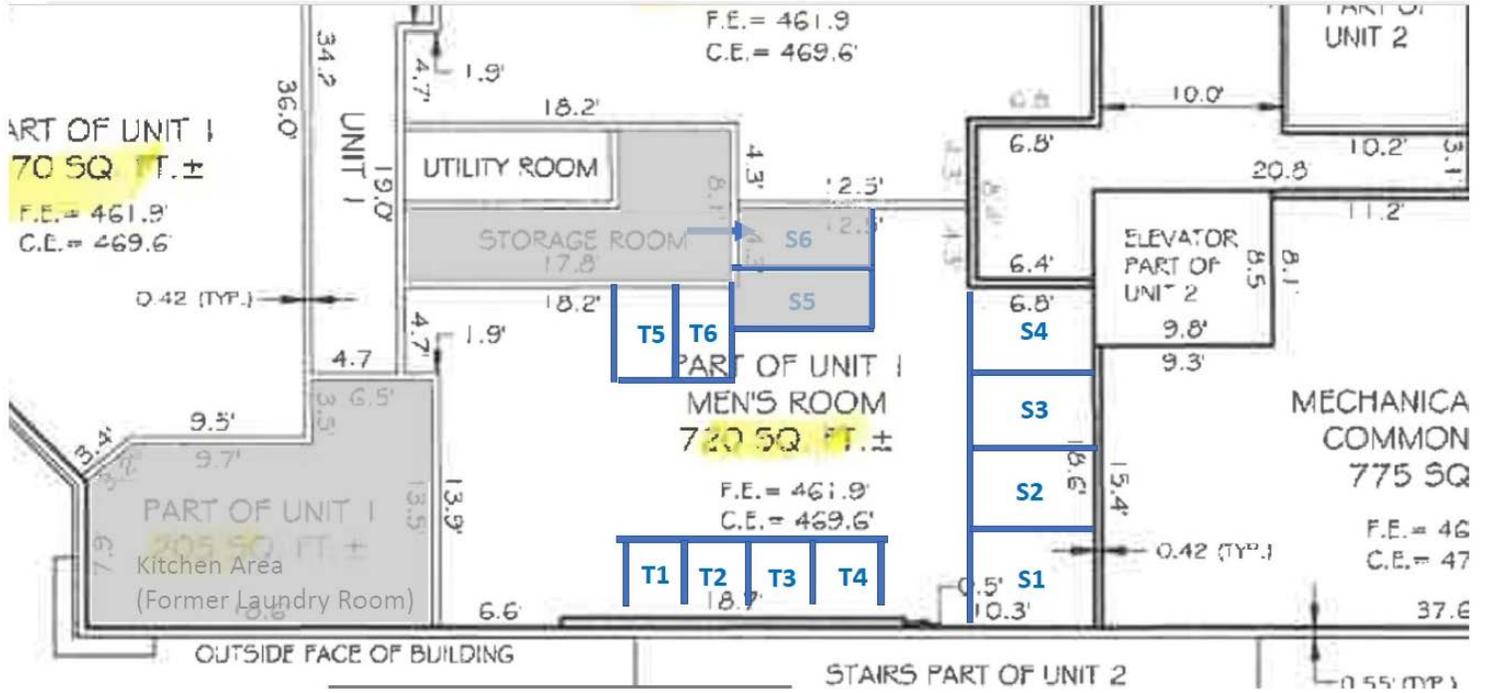


Exhibit B
Condominium Plat

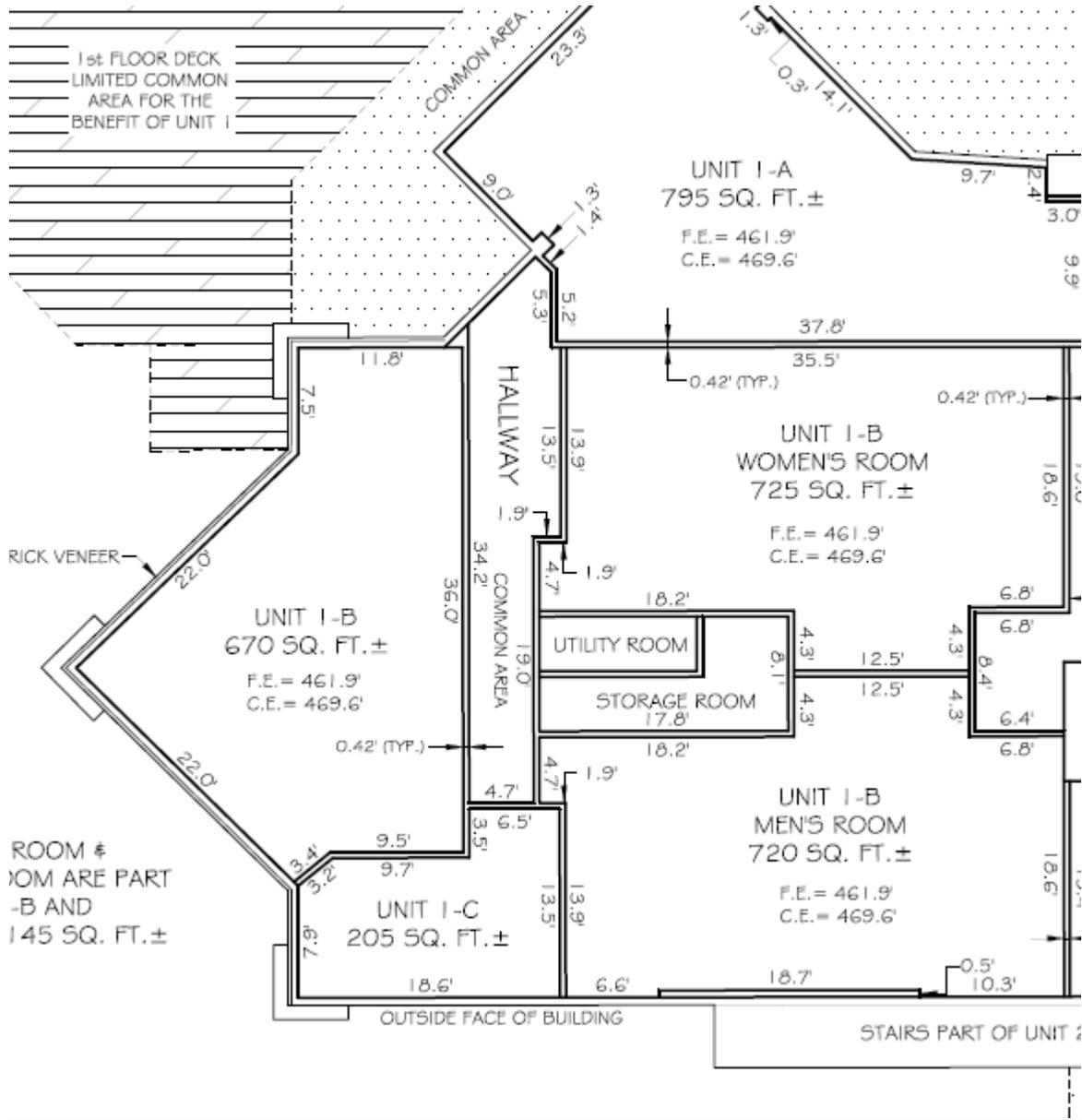


Exhibit C

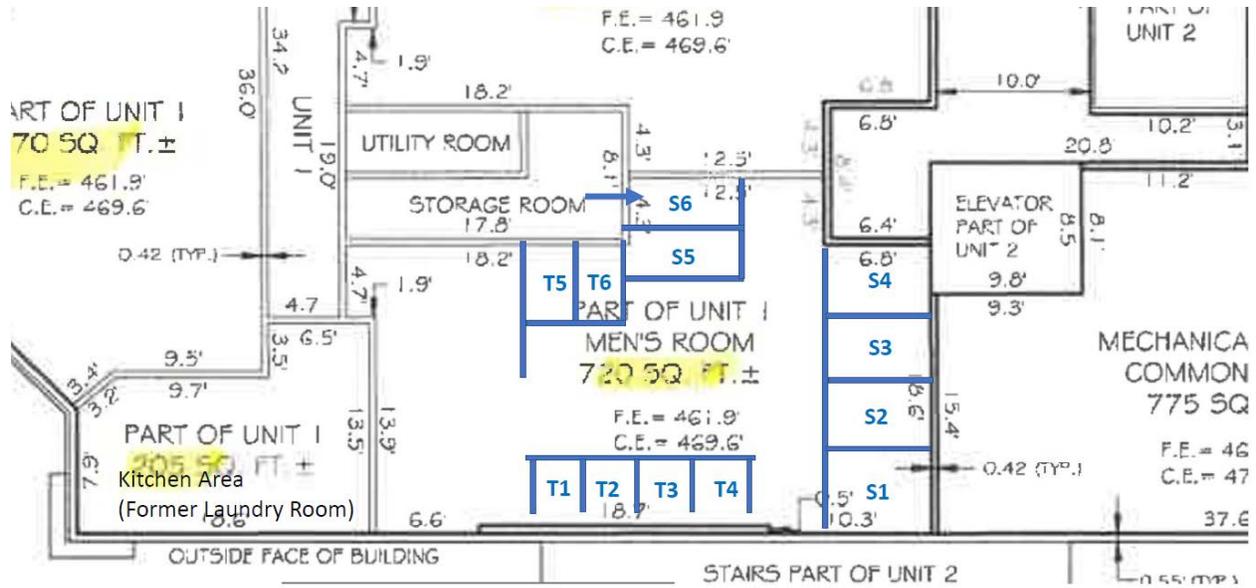
Tenant's Work

Tenant shall convert the two (2) shower stalls designated "S5" and "S6" into additional storage space for the "Storage Room" as depicted on the attached Exhibit C-1.

- The additional storage space created by such conversion shall be accessible only from the "Storage Room" and shall be walled off from the remainder of the Men's Room.
- Tenant shall cause for all plumbing to be appropriately capped and/or re-routed, as may be necessary, so as to ensure the remainder of the plumbing in the Men's Room remains in proper, working order, as a result of Tenant's Work.
- Tenant shall wall off the two shower stalls and complete the conversion with equal or better finishings to those currently in existence on the Property.

Exhibit C-1

Location of Tenant's Work



MEMORANDUM

July 1, 2020

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

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

SUBJECT: Resolution Approving IDOT Local Public Agency Agreement for Camp Street and River Road Signalized Intersection Project and Appropriating City's 30% Share of the Construction Costs

DISCUSSION:

The City has previously approved the improved signalized intersection design project for the Camp Street and River Road intersection in East Peoria (the "Intersection improvement Project"). Further, this Intersection Improvement Project has been approved for funding by the Peoria-Pekin Urbanized Area Transportation Study Policy and Technical Committee (PPUATS), and this Intersection Improvement Project has been designated as a funded project for the current year.

In order to undertake the Intersection Improvement Project and receive the approved funding for this Project, the City must now enter into a Local Public Agency Agreement with the Illinois Department of Transportation (IDOT). Further, the City is required to expressly appropriate its share of funding for the Intersection Improvement Project – which will be \$343,000, representing 30% of the construction costs for the Project. This Resolution approves the Local Public Agency Agreement with IDOT for the Intersection Improvement Project, while also appropriating the City's 30% share of the construction costs for this Project.

RECOMMENDATION: Approval of this Resolution.

RESOLUTION NO. 2021-026

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING A LOCAL PUBLIC AGENCY AGREEMENT
WITH IDOT AND APPROVING CITY FUNDING FOR SIGNALIZED INTERSECTION
IMPROVEMENTS AT THE INTERSECTION OF CAMP STREET AND RIVER ROAD**

WHEREAS, City Officials have previously approved the improved signalized intersection project for the intersection of Camp Street and River Road in East Peoria as a priority for street improvements in the City (the "Intersection Improvement Project"); and

WHEREAS, the Intersection Improvement Project has been approved by the Peoria-Pekin Urbanized Area Transportation Study Policy and Technical Committee (PPUATS), with the City receiving funding under the PPUATS grant program for the Intersection Improvement Project; and

WHEREAS, the City has thus applied for and is approved to receive Surface Transportation Block Grant (STBG) funds for 70% of eligible construction costs up to a maximum amount of \$800,000 for the Intersection Improvement Project; and

WHEREAS, under the provisions of the STBG funding, the City will be obliged to pay 30% of eligible construction costs, all non-eligible construction costs, and any construction costs for the Intersection Improvement Project that exceed the \$800,000 STBG funding; and

WHEREAS, as a means to acquire the STBG funding for the Intersection Improvement Project, the City must enter into a Local Public Agency Agreement with the Illinois Department of Transportation ("IDOT") by which the State of Illinois, through IDOT, will provide assistance in the construction of the Intersection Improvement Project under the STBG program while also outlining the various obligations of the respective parties in relation to the construction project (the "IDOT Agreement"), attached hereto as "Exhibit A" and incorporated by reference; and

WHEREAS, under the terms of the IDOT Agreement for the Intersection Improvement Project, the City further commits to appropriating the City's financial share for completing the Intersection Improvement Project, which will be \$343,000 (representing 30% of the Project cost), while the STBG funding from the State will cover \$800,000 (representing 70% of the Project cost); and

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to utilize the STBG grant funds to construct the Intersection Improvement Project within the City of East Peoria as provided in the IDOT Agreement;

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

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

Section 2. The City hereby approves the IDOT Agreement, as set forth in Exhibit A, and expressly designates and appropriates the City's share of the financial portion of the Intersection Improvement Project – being \$343,000 – as provided under the terms of the IDOT Agreement.

Section 3. On behalf of the City, the Mayor and City Clerk are hereby authorized and directed to execute the IDOT Agreement for the Intersection Improvement Project, together with such changes therein as the Mayor in his discretion deems appropriate, along with executing any other related documentation required for undertaking the Intersection Improvement Project.

Section 4. This Resolution shall be in full force and effect immediately upon its passage and approval by the City Council.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

**[IDOT Local Public Agency Agreement
for the Camp Street / River Road Improvement Project]**



**Local Public Agency Agreement
for Federal Participation**



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of East Peoria		Tazewell	13-00163-00-RP
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	PPUATS	EP-20-01

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-040-16	TXDY(696)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Camp Street	FAU 6713	0.02 mi.	From	To
			00.11	00.13
Location Termini				
at River Road				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
City of East Peoria	N/A	Remove		

PROJECT DESCRIPTION

Intersection Improvement project on Camp Street at River Road.
--

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

- METHOD A - Lump Sum** (80% of LPA Obligation _____)
 Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
- METHOD B - _____ Monthly Payments of _____** due by the _____ of each successive month.
 Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
- METHOD C - LPA's Share \$343,000** divided by estimated total cost multiplied by actual progress payment.
 Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1. Location Map
<input checked="" type="checkbox"/>	2. Division of Cost
<input checked="" type="checkbox"/>	3. Local Agency Appropriations Resolution
Add Row	

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John P. Kahl

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's Tin number is _____ conducting business as a Governmental Entity.

Duns Number _____

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency City of East Peoria	County Tazewell	Section Number 13-00163-00-RP
---	---------------------------	---

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-040-16	TXDY(696)				

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STU	\$800,000.00	70%				Local Match	\$343,000.00	30%	\$1,143,000.00
-										
-										
-										
-										
-										
-										
-										
-										
-										
Total		\$800,000.00		Total			Total		\$343,000.00	\$1,143,000.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	Insert the name of the Metropolitan Planning Organization (MPO) in which the LPA is located if applicable. If not applicable, select "N/A".
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Day Labor	Check this box if the project will be constructed using day labor.
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.
Right-of-Way	Check this box if Right-Of-Way is part of the project.
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Engineering	
Job Number	Insert the job number assigned for the engineering portion of this project.
Project Number	Insert the project number assigned to the engineering portion of this project.
Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
<u>Location</u>	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

Instructions for BLR 05310 - Page 2 of 3

Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:

Addenda

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost Insert the division of cost page (see separate instructions for completing this document).
3. LPA Appropriation Resolution For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
4. IDOT Fiscal Approval Signature Page

Approved

- | | |
|---------------------------------|---|
| Local Public Agency | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here. |

For Local Let Projects:

1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Approved

- | | |
|---------------------------------|--|
| Local Public Agency | The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT officials shall sign and date here. |

Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

- Maximum STR participation 80% not to exceed \$100,000
- Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Instructions for BLR 05310 - Page 3 of 3

Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of Local Roads Central Office (2)



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

Commissioners
Dan Decker Michael Sutherland

TO: The Honorable Mayor and the City Council

THRU: Michael Sutherland, Commissioner of Public Property

FROM: Cord Crisler, Water and Wastewater Superintendent

DATE: June 30, 2020

SUBJECT: Clean and televise 8” & 12” sewer main at Camp and Main Street.

DISCUSSION:

On June 5th, the sewer main on Camp Street collapsed from deterioration resulting in an emergency repair. The attached invoice is for cleaning and televising the sewer main to determine the extent of the damage and required repair. This work also includes the cleaning of the sewer main that runs parallel to Main Street. This main was badly blocked and causing additional flow issues for the sewer system in the Main and Camp Street area.

RECOMMENDATION:

Approve the invoice 120-325 for \$17,046.00 for the cleaning and televising of the 8” and 12” sewer at North Main and Camp Street.

RESOLUTION NO. 2021-022

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, it was necessary to clean and televise the Sewer Main at Camp Street and Main Street on an emergency basis as the result of the Sewer Main on Camp Street collapsing from deterioration (the "Project"); and

WHEREAS, Hoerr Construction, Inc. ("Hoerr") completed the Project as specified in the invoice attached hereto labeled as "Exhibit A" (the "Hoerr Invoice") at a cost of \$17,046.00;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the Treasurer is hereby authorized and directed to pay the sum of \$17,046.00 to Hoerr for the Project as specified in the Hoerr Invoice.

APPROVED:

Mayor

ATTEST:

City Clerk



UTILITY CONTRACTORS
 P.O. Box 65
 1416 County Road 200 N
 Goodfield, IL 61742

Office: (309) 691-6653
 FAX: (309) 508-7990

Invoice # _ _ _

June 23, 2020

CITY OF EAST PEORIA
 2232 E. WASHINGTON
 EAST PEORIA, IL 61611

CONTACT: CORD CRISLER
 RE: CLEAN & TELEWISE 8" & 12" SANITARY SEWER AT NORTH MAIN AND CAMP STREET
 DATES OF SERVICE: JUNE 4-5 & 9-11, 2020
 HOERR'S JOB: 20098-44

LABOR & EQUIPMENT	6/4	6/5	6/9	6/10	6/11	TOTAL QTY	UNIT	RATE	AMOUNT
VAC TRUCK & MAN - JETTING	8.0		8.0	8.0	8.0	32.0	HR	\$ 232.50	\$ 7,440.00
VAC TRUCK & MAN - JETTING - OVERTIME	1.0		0.5	1.0		2.5	HR	\$ 267.00	\$ 667.50
TV TRUCK & MAN	8.0	3.0	8.0	8.0	8.0	35.0	HR	\$ 232.50	\$ 8,137.50
TV TRUCK & MAN - OVERTIME	1.0	0.5	0.5	1.0		3.0	HR	\$ 267.00	\$ 801.00
Amount Due This Invoice . . .									<u>\$ 17,046.00</u>

TERMS: Net 30 days. A service charge of 1 1/2% per month (18% per year) will be charged on all past due invoices.

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: July 1, 2020

SUBJECT: Northern Tazewell Fire Protection District Agreement 2020-2021

DISCUSSION: Please review the attached intergovernmental agreement between the City of East Peoria and Northern Tazewell Fire Protection District which is effective August 1, 2020 through July 31, 2021.

RECOMMENDATION: It is my recommendation that the contract be approved as written. As you will notice there is no compensation to the Fire District for the duration of this contract with the exception of the reimbursement of TC3 dispatch fees for calls that originate in the corporate limits of the City.

cc: City Clerk Morgan Cadwalader

RESOLUTION NO. 2021-024

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING 2020-2021 INTERGOVERNMENTAL
AGREEMENT FOR MUTUAL AID WITH
NORTHERN TAZEWELL FIRE PROTECTION DISTRICT**

WHEREAS, the City of East Peoria and the Northern Tazewell Fire Protection District (the "NTFD") have worked together under an intergovernmental agreement arrangement for several years for providing fire and rescue services to areas that have been annexed into the City over the years, but remain in the territory of the NTFD; and

WHEREAS, the City and the NTFD have negotiated a one-year Intergovernmental Agreement for continuing this arrangement (the "Agreement), attached hereto as "Exhibit A"; and

WHEREAS, the City seeks to continue this arrangement with the NTFD for another one-year term as provide in the Agreement, but the City is unable to provide direct payment to the NTFD during the next one-year contract period as the City has done in past years due to the significant financial constraints faced by the City in the wake of the COVID-19 pandemic; and

WHEREAS, the City and the NTFD have determined that this Agreement continues to establish the other important terms and conditions by which the City's Fire Department and the NTFD work together under this mutual aid arrangement, which includes reimbursement of NTFD for dispatch call as provided in the Agreement; and

WHEREAS, the City hereby finds that it is in the best interest of the City to enter into the Agreement with the NTFD for this one-year term for providing fire and rescue services for the portions of the City remaining in the NTFD territory;

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

Section 1. The Agreement with NTFD is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized and directed to execute the Agreement with the NTFD for providing fire and rescue services to the

portions of the City that remain in the NTFD territory, as provided in "Exhibit A", together with such modifications therein as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this Agreement until an executed original is delivered to the NTFD.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

[Mutual Aid Agreement with Northern Tazewell Fire Protection District]

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID

WHEREAS, the City of East Peoria, East Peoria, Illinois (hereinafter referred to as the "City") is a unit of local government as defined in the Illinois Constitution of 1970 and for the purposes of the Intergovernmental Cooperation Act; and

WHEREAS, Northern Tazewell Fire Protection District, Tazewell County, Illinois (hereinafter referred to as the "Fire District") is a unit of local government as defined in the Illinois Constitution of 1970 and for the purposes of the Intergovernmental Cooperation Act; and

WHEREAS, the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes units of local government to contract with one another to perform any government service and to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City is responsible for providing fire protection and emergency service to all its citizens and for all property located within its territorial limits; and

WHEREAS, the Fire District operates a volunteer fire and rescue service, as well as a paid ILS ambulance, throughout its territorial limits, which prior to certain annexations by the City, included areas now within the territorial limits of the City; and

WHEREAS, the City recognizes the professionalism of the Fire District's volunteer force and the outstanding service which hereto the Fire District has provided to citizens and areas within the City's territorial limits; and

WHEREAS, both parties acknowledge that the protection of life and property is the overriding mutual objective that transcends all other considerations;

NOW, THEREFORE, in consideration of the foregoing recitations and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Fire District agree as follows:

1. **Compensation:** Due to the current financial crisis due to decreased revenues from COVID-19, the City does not have funds available to compensate the Fire District for the duration of this contract.

2. **Areas of Service:** The Fire District agrees to provide fire protection and first responder medical response to that area of the City, east of 3509 East Washington Street (Road) and north/northeast of Farmdale Road and shown in yellow on the attached map, which map is hereby incorporated into this

agreement. The Fire District also agrees to provide fire and first responder medical response to the area along Centennial Drive between the Illinois Central College property and School Street and along Grange Road between Centennial Drive and Illinois Route #24. Also included in this response area is High View Estates and Wind song subdivision. These areas are all shown in blue on the attached map. If the City of East Peoria builds or relocates a fire station(s) on the north/northeast side of the City or at any other location that may affect the delivery of service, this section and only this section, Section #2, of the agreement will be reopened. The City of East Peoria Fire Department will provide fire and rescue services to Farmdale Road, from East Washington Street to Veterans Road, including all areas south and southwest of Farmdale Road, i.e. Reeser Road, Ridge Road, Veterans Road, and Pleasant Hill Road. The Fire District will provide fire and first responder medical response to Farmdale Road from Veterans Road east.

3. **Communication:** The City's Fire Chief, or his designee, and the Fire District's Chief, or his designee, shall endeavor to meet on a regular basis to discuss the administration of this Intergovernmental Agreement and to address and discuss any mutual concerns. In a spirit of cooperation and recognizing the busy schedules of the parties, these meetings may be conducted in person or by telephone. In no event shall such meetings occur less often than every sixty (60) days.

(a) **Reporting of Service Provided:** The Fire District shall monthly furnish to the City written records containing the following information pertaining to service within the City upon request of the Fire Chief or Commissioner of Public Health and Safety. Number, location, type and disposition of all calls responded to by the Fire District within the City limits;

(b) The estimated dollar amount of property damage and owners of damaged property as presently being supplied to the City with regulation form of the State Fire Marshall's Office;

(c) Such other information as may reasonably be requested by the City.

In no event shall the City request information in greater detail than what it customarily retains and records for those sections of the City not serviced by the Fire District.

4. **Financial Records:** The Fire District shall retain records of all receipts and expenditures and make the same available to professional auditors retained by the City, along with such additional records and documents as said auditors may from time to time request. The Fire District at its expense shall provide to the City a copy of the annual audit of its records, receipts and expenditures within 14 days after receipt of the written report of the audit. In addition, the Fire District at its expense shall provide to the City a written opinion from professional auditors confirming the records, receipts, and expenditures of the Northern Tazewell Rescue Squad follow generally accepted accounting standards.

5. **Mutual Aid and Automatic Aid:** The City and the Fire District shall furnish such mutual aid and/or automatic aid to one another as requested in the interest of promoting fire protection and emergency service, subject only to the limitations and other demands on the respective departments and the terms and conditions of any Mutual Aid Agreement in effect between the parties.

6. **Investigation and Prevention Activity:** For all areas where the Fire District responds within the corporate limits of the City, the Fire District shall abide by the Fire Investigations policy utilized by the City's Fire Department. The City's Fire Department may also provide a Fire Investigator to the Fire District for fires which occur in rural areas of Tazewell County served by the Fire District, including but not be limited to, rural Tazewell County west of areas considered to a part of the Washington Fire Department's response area upon request of the District. The Fire District recognizes that the City has a legitimate interest in conducting inspections within the City's territorial limits, including, but not limited to, inspection of new buildings, underground storage tanks and any other potential fire hazard. The Fire District also recognizes that before construction of any new building or the renovation of any existing building begins, all appropriate construction plans and information shall be submitted to the City's Planning and Development Office for review and the issuance of any required permits. The Fire District shall fully cooperate with all City inspectors, and may attend the "One Stop Shop" plan review meeting that is held on or weekly basis, as well as accompany any City inspector(s) throughout the construction/renovation process of any structure within areas serviced by the Fire District and within the jurisdiction of the City. In no event will the City practice or engage in any inspection function which differs from that generally practiced throughout the City. The Fire District is encouraged to conduct pre-fire planning inspection visits of all commercial structures within the areas that it services. The parties shall act in a mutual and cooperative effort to assure compliance with all rules and regulations of the Office of the State Fire Marshal.

7. **Term of Agreement:** This Intergovernmental Agreement shall commence effective on August 1, 2020 and shall expire on July 31, 2021. Both agencies shall belong to the PAEMS system to ensure a confluence of structured patient care and adequately address quality assurance issues from either agency, the parties may agree to extend this Agreement.

8. **Maintenance of Fire District Facilities:** The Fire District agrees to furnish and pay for all insurance, gasoline, oil, repairs and maintenance required on all facilities, vehicles and equipment which it may own or utilize.

9. **Separability:** If any provision of this Intergovernmental Agreement is found to be illegal, the remainder of the Intergovernmental Agreement shall not be affected thereby.

10. **Termination of Agreement:** If any part shall violate any portion of this Intergovernmental Agreement or any of the duties imposed upon such party, such violation shall entitle the other party to terminate this Intergovernmental Agreement, provided that the party desiring to terminate for such cause shall give the offending party at least ten (10) days written notice specifying the particulars whereof it is claimed that there has been a violation hereof; if at the end of such time the party notified has not removed the cause of the complaint or remedied the purported violation, then termination of this Intergovernmental Agreement shall be determined complete.

11. **Ambulance Procedures:** The City's Fire Department will provide a simultaneous Advanced Life Support (A.L.S.) response to all emergency calls within the Corporate limits of the City of East Peoria. The EPFD ALS Ambulance shall transport every patient to the hospital, except in situations where one may not be available, in which situation shall follow the guidelines set forth below.

The parties acknowledge and agree that an emergency medical patient's care is the highest priority, and that no patient should have to unnecessarily wait for the other agency's ambulance to arrive on scene and assume patient care and begin transporting a patient to a hospital, especially when one (1) of the two (2) agency's ambulance is already on scene of the emergency medical call. In the event that the Fire District ambulance initiates transport of a patient due to delays in the arrival of East Peoria Fire Department units, an intercept with an East Peoria Fire Department ALS unit shall be completed on every call and revenues from that transport by the Fire District ambulance shall be split evenly between both the East Peoria Fire Department and the Fire District. The City shall be responsible for all TC3 dispatch fees in the Fire District that are within the corporate limits of the City of East Peoria due to both departments being simultaneously dispatched to every call. The Fire District will be reimbursed by the City on a quarterly basis in anticipation that every section of this agreement is followed. In addition, the reimbursements will be conditional upon the Fire District continuing to respond to every emergency call with no less than two first responders.

12. **Approval of Rescue Squad:** The parties acknowledge and agree that the Northern Tazewell Rescue Squad is a general not-for-profit corporation which has assumed certain duties and responsibilities within the Fire District and will likewise perform such corresponding duties within the territorial limits of the City as above described. The implementation of this Intergovernmental Agreement is subject to and expressly conditioned upon approval and ratification of same by the Northern Tazewell Rescue Squad.

CITY OF EAST PEORIA, ILLINOIS

NORTHERN TAZEWELL FIRE PROTECTION DISTRICT

By _____
It's Mayor

By _____
It's President

ATTEST:

By _____
It's City Clerk

By _____
It's Secretary

The foregoing "Intergovernmental Agreement for Mutual Aid" is hereby ratified and approved. The Northern Tazewell Rescue Squad, through its officers, hereby agrees to be bound by the terms of the foregoing agreement to the extent that such agreement should have any applicability to the rescue squad or its operations.

NORTHERN TAZEWELL RESCUE SQUAD

By _____
It's President

ATTEST:

By _____
It's Secretary



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

MEMO

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

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

DATE: June 25, 2020

RE: Separation Agreement

DISCUSSION:

Lisa Kelch is retiring after serving the City of East Peoria for 21 years effective at the end of the day on July 16, 2020.

The attached Separation Agreement outlines that Mrs. Kelch is asking to be paid out 680 compensable hours.

RECOMMENDATION:

I recommend approving the attached Separation Agreement and paying Mrs. Kelch in two (2) installments of \$8,359.48 on or before July 31, 2020 and \$8,359.48 on or before January 15, 2021 totaling \$16,718.96.

Attachment

RESOLUTION NO. 2021-023

EAST PEORIA, ILLINOIS

July 7, 2020

RESOLUTION BY COMMISSIONER _____

WHEREAS, Lisa Kelch has been continuously employed by the City from July 16, 1999 through July 16, 2020, most recently occupying the position of Administrative Assistant in the Police Department;

WHEREAS, Lisa Kelch announced her intention to retire from employment effective at the end of her shift on July 16, 2020; and

WHEREAS, the City is appreciative of the long and continued service provided by Lisa Kelch; and

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

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

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

Section 2. The Mayor is hereby authorized to execute the Separation Agreement with such changes as the Mayor, in his sole discretion, may decide are in the best interest of the City of East Peoria.

APPROVED:

Mayor

ATTEST:

City Clerk

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



John P. Kahl
 Mayor

MEMORANDUM

TO: Lisa Kelch
 FROM: Mayor John P. Kahl
 RE: Separation Pay and Benefits
 DATE: June 25, 2020

We understand that you have chosen to resign from employment with the City of East Peoria effective at the end of your shift on July 16, 2020.

SEPARATION PAY:

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

	<u>Available Hours</u>	<u>Compensable Hours (with release)</u>
Vacation Pay	200 hrs.	200 hrs.
Sick Leave	671 hrs.	480 hrs.
Earned Time-Off (ETO)	0	0
Accrued Holiday	0	0
Other _____	0	0

Total Compensable Hours- 680 hrs.

If you utilize a different quantity of accumulated employment benefits prior to your termination date, the Total Compensable Hours shall be adjusted accordingly, consistent with the policies and practices of the City of East Peoria. The actual Total Compensable Hours (as adjusted) shall be multiplied by the pay rate of 24.5867 per hour (this hourly rate includes the 1.75% increase effective 5/1/20) to determine the separation pay you will receive if you sign and return the Resignation and Release set forth below within twenty-one (21) days of this Memorandum. If the Resignation and Release is signed and returned in a timely manner, you shall be paid your separation pay in two (2) installment(s) of \$8,359.48 on or before July 31, 2020 and \$8,359.48 on or before January 15, 2021; totaling \$16,718.96. In the event of your death prior to the last scheduled payment, any remaining payments will be paid to your estate. If you do not sign the Resignation and Release prior to this time period, you will be entitled to no separation pay except as otherwise provided by any applicable collective bargaining agreement, the Illinois Wage Payment and Collection Act, or the Fair Labor Standards Act.

COVERAGE UNDER CITY'S HEALTH PLAN:

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

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

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

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

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

RESIGNATION AND RELEASE

Lisa . . Kelch

Full Name of Employee (Please type or print)

06/29/2020

Date

I hereby resign as an employee of the City of East Peoria (the "City") effective at the end of the day on 07/16/2020.

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

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

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

I expressly acknowledge the following:

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

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

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

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

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

Employee Signature

Date 06/29/2020

Approved and Accepted:

Mayor

Date _____

MEMORANDUM

June 30, 2020

TO: Mayor John Kahl and Members of City Council

THRU: Steve Roegge, Chief of Police

FROM: Rich Brodrick (Deputy Chief)

SUBJECT: Towing Ordinance Restructuring

DISCUSSION:

To amend Title 3, Chapter 23 of the Code of Ordinances, City of East Peoria.

The Police Department was recently approached by the Illinois Towing Association regarding our current ordinance and the fee structure for services tow companies provide. The towing companies on our rotation towing list have not had a raise in fees since 2012, though surrounding cities have authorized raises in fees. The Police Department supports the companies' request, and this comes with zero cost for the City.

Under the City's current ordinance, the Police Department itself lacks authority to hold tow companies accountable for rules/regulations violations. This restructuring of the City's tow ordinance provides the authority and clear language for guidance that will be provided to all police employees and companies currently towing for the City. This Ordinance will bring the City's tow ordinance and fee structure in line with those of surrounding communities that our companies also tow for.

RECOMMENDATION:

The Council should pass this Ordinance.

c: Dennis R. Triggs
Steve Roegge, Chief of Police
Morgan Cadwalader, City Clerk

ORDINANCE NO. 4509

AN ORDINANCE AMENDING TITLE 3, CHAPTER 23 OF THE EAST PEORIA CITY CODE REGARDING THE CITY OF EAST PEORIA'S TOWING SERVICES

WHEREAS, the City of East Peoria ("City") maintains a rotation tow list consisting of tow companies authorized by the City to respond to the tow requests of the East Peoria Police Department ("Police Department"); and

WHEREAS, the City Council finds that it is necessary to make changes pertaining to the regulations governing its rotation tow list to better regulate participation on such list and to have the City's policies, procedures, and fees reflect similar policies, procedures, and fees of the region so that there is consistency and compliance by such tow companies; and

WHEREAS, pursuant to Section 11-1-1 of the Illinois Municipal Code (65 ILCS 5/11-1-1), the City has the authority to pass and enforce all necessary police ordinances for the health, safety and welfare of its residents; and

WHEREAS, the City Council finds that it is necessary to pass and enforce the proposed amendments to the towing services provisions of the City Code as set forth herein for the health, safety and welfare of its residents when a towing company is called by the Police Department; and

WHEREAS, the City Council finds that the adoption of these proposed amendments serves the best interests of the City, its residents, and the general public;

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

Section 1. Chapter 23 of Title 3 of the East Peoria City Code is hereby deleted in its entirety and replaced with the following:

CHAPTER 23. TOWING SERVICES

3-23-1. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Chief of Police means the executive head of the East Peoria Police Department or anyone designated by him to perform the functions prescribed under this chapter.

Police Department means the City of East Peoria Police Department.

Rotation tow list means a list maintained by the Police Department containing the names of those tow operators approved by the chief of police to respond to requests by the Police Department for the towing of vehicles for the Police Department or towing of vehicles which are disabled where the person in charge of the vehicle has no preference for any particular tow service or is unable to make such a decision.

Tow operator means a person engaged in the business of, or offering the services of, vehicle towing whereby motor vehicles are or may be towed or otherwise removed or moved from one place to another by the use of a tow truck.

Tow truck means every truck designed or altered and equipped for and used to push, tow and draw disabled vehicles by means of a crane, hoist, tow bar, tow line or auxiliary axle, and to render assistance to disabled vehicles.

3-23-2. Application for placement on list.

(a) Any person desiring to perform towing at the Police Department's request shall submit an application for placement on the rotation tow list to the chief of police. Said applications can be obtained from the office of the chief of police.

(b) Applications shall include the following information:

- (1) the name of the tow operator;
- (2) the names, addresses and phone numbers of all partners or shareholders for both home and businesses;
- (3) the name of the firm under which the tow operator will do business;
- (4) the location, size and security features of the storage lot on which the towed vehicles will be stored;
- (5) the location to which the public must come to claim stored or impounded vehicles;
- (6) a statement of willingness to provide full service on a continuous 24-hour-a-day basis each day of the year;
- (7) a list of towing equipment including its size and capacity;

- (8) a complete listing of insurance policies, carriers and agents that the tow operator will have in effect upon approval of said application;
- (9) a description of the two-way mobile communication system to be used at the base station and on each tow truck and at the office where calls are received.

(c) No person, business partners, silent partners, or other business affiliate shall submit an application for the "rotation tow list" for more than one towing service or more than one towing service business address. No towing service whose owner(s), partners or stockholders who are also owners, partners or shareholders of a separate approved towing service shall submit an application for the "rotation tow list. This prohibition shall not be applicable to those towing services that have been approved and appear on the "rotation tow list" prior to August 1, 2020. Purchase of a towing service on or off the list after August 1, 2020, by an owner, partner, or shareholder of a towing service which is on the list, shall not be exempt from the prohibition.

(d) Violation of this section shall disqualify an applicant. An approved towing service found in violation of this section shall be removed from the rotation tow list as provided for in section 3-23-15 of this chapter.

(e) Any transfer of ownership or partnership shall be grounds for reapplication and the tow company under new ownership must be approved through the application process in order to remain on the rotation tow list.

(f) Any fraudulent statements made on the application will be grounds for rejection of the application and permanent removal from the rotation tow list.

3-23-3. Investigation and approval.

(a) Within thirty (30) days after receiving an application for placement on the rotation tow list, the chief of police shall conduct an investigation to determine the truth and accuracy of the information contained in such application. The chief of police shall also check to determine whether the location, if within the municipal boundaries of the City of East Peoria, meets the city's zoning code, building code, and fire code requirements. Upon completion of this investigation, the chief of police may, at his discretion, place the tow operator on the rotation tow list for a one-year probationary period or notify the tow operator in writing that his application is disapproved. Said notice of disapproval shall state the

reasons for such disapproval and shall be either hand delivered to the tow operator or sent via U.S. mail, first-class, certified or registered.

(b) No tow operator's application shall be disapproved unless:

- (1) The applicant has knowingly furnished false or misleading information, or withheld relevant information on the application;
- (2) The applicant does not have or will not acquire insurance as required by section 3-23-14;
- (3) The location where the applicant will conduct his business fails to meet the zoning, building, or fire codes of the city as applicable;
- (4) The applicant or any of its owners have been permanently removed from the rotation tow list for cause pursuant to section 3-23-15;
- (5) The applicant has any outstanding fines or fees due to the City of East Peoria; or
- (6) The applicant fails to qualify under the chapter.

(c) Addition to the rotation tow list is a privilege and not a right. Once a towing company's application is approved, it will be added to the rotation tow list for a one-year probationary period. During that probationary period, any documented complaints, violations, or other issues will be investigated by the Police Department and if well founded, the tow company will be removed from the rotation tow list permanently.

(d) The rotation tow list shall be comprised of no more than eight (8) tow companies. However, this amount may fluctuate based upon the needs of the Police Department as determined by the chief of police.

3-23-4. Insurance.

(a) No tow operator shall be placed on the rotation tow list until such operator has deposited with the chief of police a certificate of insurance or a copy of the following policies:

- (1) *Garage keeper's policy.* A garage keeper's legal liability policy covering fire, theft, windstorm, vandalism and explosion in the amount of \$15,000.00 with "voluntary payment" or "direct primary" endorsement to cover loss of property in a towed

vehicle, with each vehicle suffering damage being a separate claim.

- (2) *Garage liability policy.* A garage liability policy covering the operation of the owner's business, equipment or other vehicles for any bodily injury or property damage. This policy shall be in the minimum amount of \$100,000.00 for any one person killed or injured, and a minimum amount of \$300,000.00 for more than one person killed or injured in any accident and an additional \$50,000.00 for property damage.

(b) Each policy required under this section must contain an endorsement by the carrier providing 90 days' notice to both the city and the insured in the event of any change of coverage under the policy including cancellation.

(c) The tow operator must have the city added on such insurance policies as a certificate holder and provide proof of such within five (5) days of approval of said application. Failure to provide such proof will result in the automatic removal from the rotation tow list.

3-23-5. Operation of list.

(a) The chief of police shall ensure that tow operators on the rotation tow list are called in the order of the rotation as far as practicable. The Police Department shall not, except upon request of the owner, operator, or person legitimately in possession of the vehicle to be serviced or pursuant to paragraph (b) below, call any tow operator not on the rotation tow list unless all such tow operators are unavailable.

(b) It is specifically permitted for the Police Department to call a tow operator out of sequence in a life-threatening emergency where there is an urgent need for services of the tow operator in the proximity to the location or estimated response time makes it more practical to do so.

3-23-6. Fees.

(a) The following schedule of maximum fees shall be in effect for all tow calls received off the rotation tow list and shall be prominently displayed at every office or storage facility of the tow operator. For all Police Department ordered tows, each tow company **must** send the proper notifications under Sections 4-205 and 4-209 of the Illinois Vehicle Code (625 ILCS 5/4-205 and 5/4-209) as amended from time to time.

- (1) Standard towing fee (i.e., use of flatbed truck, clean-up, dollies, etc.). A cost of living adjustment shall be established

which will increase the standard tow fee \$5.00 a year as follows not to exceed \$175.00.

Effective as of January 1 of each year:

2020--\$155.00 standard tow fee - effective 4/1/2020
2021--\$160.00 standard tow fee
2022--\$165.00 standard tow fee
2023--\$170.00 standard tow fee
2024--\$175.00 standard tow fee

- (2) An exceptional location fee (winching) of \$60.00 applies when the use of a winch is needed to remove vehicles from the scene such as on a concrete center median or up on a curb/parking block, or when 2 vehicles are stuck together. An additional recovery fee, to be determined according to the service and equipment provided, applies where a vehicle is up to 75' off of the roadway and cannot be driven from scene. A rotary crane fee applies where a crane is used to hoist a vehicle out of difficult locations where a tow truck would not work.

a.	Lot storage fee (per day)	\$ 35.00
b.	Inside storage fee (per day)	\$ 40.00
c.	Interrupted tow fee	\$ 50.00
d.	Service fee (i.e. jump start, tire change, fuel etc.)	\$ 80.00
e.	Snow emergency tow	\$150.00
f.	Emergency openings after the end of posted business hours/special trips	\$ 60.00
g.	Lien holder notification fee	\$ 85.00
h.	Clean up fee	\$ 25.00

(b) Where special or unusual circumstances require an exceptional amount of work or equipment, a higher fee may be charged, provided that the owner or operator of the vehicle to be serviced is informed of the additional fee in advance if such person is available to be notified.

(c) A \$25.00 fee may be charged for the removal of personal belongings from towed vehicles. Property that can be removed from the towed vehicle is defined under Section 4-203(g)(4) of the Illinois Vehicle Code (625 ILCS 5/4-203(g)(4)) as amended from time to time.

(d) No vehicle may be towed by any person from private property if the owner or other person entitled to possession of the vehicle is present, or arrives at the scene prior to the vehicle's removal from such private

property, exhibits the ignition key of said vehicle, and offers to remove such vehicle voluntarily prior to the time such person attempting to tow actually removes such vehicle from the private property in question, provided that such other person so removes such vehicle immediately. However, the owner must pay an interrupted tow fee. If the owner refuses to pay the interrupted tow fee, the tow truck operator may proceed to tow the vehicle.

(e) All tow companies must accept all of the following forms of payment: credit, debit, or cash. Major credit and debit cards: To the extent that the city is authorized to enact regulations on the use of credit and debit cards, a relocater or towing company holding a properly signed credit or debit card receipt shall become a holder in due course, and neither the holder of the credit or debit card nor the company which issued the credit or debit card may thereafter refuse to remit payment in the amount shown on the credit or debit card receipt minus the ordinary charge assessed by the credit or debit card company for processing the charge.

(f) Pursuant to state law, tow operators may charge up to a 4% convenience fee/surcharge for accepting payment made via credit card. This fee must be disclosed to customers in advance. Pursuant to state law, this fee does not apply to debit card payments under Section 25 of the Local Governmental Acceptance of Credit Cards Act (50 ILCS 345/25).

3-23-7. City administrative fee.

There is hereby imposed an additional administrative fee of \$25.00 for each rotation tow for which a vehicle owner is required to obtain a release from the Police Department prior to reclaiming the vehicle or any personal belongings. The administrative fee shall be collected by the Police Department when the vehicle owner obtains its release. This fee shall not apply to unclaimed vehicles which are scrapped by the tow operator, tows paid for by the city, or vehicle owners who are victims of theft or vehicular invasion of their vehicle.

3-23-8. Collection of costs; inspection of records.

(a) Collection of authorized towing charges from the owner or driver of the towed vehicles shall be the sole responsibility of the tow operator or its employee. The city and the Police Department will not be responsible for nor assist in the collection of such fees, except as provided in section 3-23-17(c).

(b) The tow operator shall maintain complete records and a system of releasing vehicles which assures that vehicles are released only to the rightful owner or authorized person. All records involving towing from the rotation tow list shall be open to the chief of police for inspection during

normal business hours or at such time as there is existing a dispute concerning the amount or validity of any towing or storage charges.

3-23-9. Duties and requirements of tow operators on list.

(a) Each tow operator shall maintain a secured storage lot with an office at that location. This office must be open and staffed during reasonable business hours. Reasonable business hours (8 a.m. - 4 p.m. or 9 a.m. - 5 p.m.) shall be set, posted and adhered to by all operators. The attendant on-site shall be able to receive or release stored vehicles during posted business hours. If the tow operator's office is found closed or unstaffed during set business hours, the tow operator will be found to be in violation of these provisions.

(b) Each tow operator shall provide continuous 24-hour-per-day service each day of the year. There shall be an attendant or answering service on duty at all times for the purpose of receiving calls. There shall also be a person on call at all times for the purpose of releasing stored vehicles from the end of posted business hours until 9:00 p.m. No vehicle releases are required after 9:00 p.m., but vehicles may be released after 9:00 p.m. at the operator's discretion. All vehicles released after the end of the operator's posted business hours may be charged an emergency opening or special trip fee as identified in section 3-23-6(a)(8).

(c) Based on the Tollway Roadway Traffic Control and Communication Guidelines and Federal Regulations regarding proper safety attire, all tow operators must comply with the following:

- (1) All operator personnel responding to a tow or accident scene during daytime operations must wear a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturer tag identifying them as meeting the ANSI Class 2 requirement.
- (2) All tow operator personnel responding to a tow or accident scene during nighttime operations must wear garments of fluorescent orange or fluorescent orange and fluorescent yellow/green meeting the ANSI Class 3 requirements.
- (3) Any tow operator personnel that responds to a tow without the appropriate vest or safety equipment shall be asked to leave the scene and the next tow operator on the rotation tow list shall be called.

(d) Flatbed trucks and wheel lift equipment must be readily available to all towing operators. A tow operator must have a minimum of one flatbed truck available at all times. Dispatch will advise the tow operator of the type of vehicle and of any special instructions for the tow operator. The tow operator will then be allowed to decide which truck is best suited for a job, unless a specific type of tow is requested by the officer on scene.

(e) All tow trucks shall be equipped to safely transport motorcycles.

(f) All tow trucks shall be equipped with warning lights and all other equipment required by state law including one or more brooms and shovels; one or more trash cans at least 18 inches in height; one fire extinguisher of a dry chemical or carbon dioxide type with an aggregate rating of at least 40B:C and bearing the approval of a laboratory qualified by the Division of Fire Prevention for this purpose (i.e. UL approval); and have a working two-way communication equipment on the same commercial frequency as the base station located at the point where calls are received. All tow trucks shall carry dollies at all times.

(g) The tow operator shall sign an agreement to indemnify and hold the city harmless from any liability for damages sustained by vehicles by being towed or stored and for all personal injuries occurring to any of the tow operator's firms, employees, or other persons, and shall maintain the required insurance policies.

(h) Tow operators shall not release any vehicle directly impounded by the Police Department without written authorization from the Police Department. This includes both impounded and abandoned vehicles.

(i) All tow operator personnel who respond to the scene must have photo identification displayed on their person so that they are easily and quickly identifiable to police and rescue personnel.

3-23-10. Tow operator personnel qualifications.

(a) A person who has been convicted under the laws of this state, or any other state, of an offense which under the laws of the state would be a felony theft of a vehicle or a felony offense under Section 4-103 of the Illinois Vehicle Code (625 ILCS 5/4-103), or convicted of any felony sex offense as defined in Article 11 of the Illinois Criminal Code of 1961 (720 ILCS 5/11-0.1, *et seq.*), first degree murder as defined by Section 9-1 of the Illinois Criminal Code (720 ILCS 5/9-1), or any similar offense under the laws of another state, shall not be approved as a tow operator to be placed on the rotation tow list, nor shall any tow operator knowingly permit such a person to operate a tow truck on rotation tow list calls; provided, however, that a

person whose last conviction was more than four (4) years past, and who has shown evidence of rehabilitation, may be approved by the chief of police if otherwise eligible.

(b) Each tow operator shall furnish to the Police Department a complete and current list of all drivers who may respond to rotation tow list calls. No driver shall be permitted to respond to any rotation tow list call unless the person's name, sex, date of birth and driver's license number have been furnished to the Police Department at least 24 hours in advance by the tow operator on forms provided by the Police Department.

(c) All tow personnel responding to a call from the Police Department shall have personal identification displayed in compliance with sections 3-23-9(i) and 3-23-11(l) of this Chapter.

3-23-11. Tow truck operation.

(a) All tow operators and drivers must be in possession of a state issued Traffic Incident Management Card (TIM Card). Drivers without TIM cards shall be asked to leave the scene and the next tow operator on the rotation tow list shall be called.

(b) No tow operator or driver of a tow truck shall respond to a call for service while under the influence of intoxicants.

(c) Tow operators must be able to respond to calls within thirty (30) minutes or less for tows occurring inside the city limits under reasonable road conditions.

(d) If a tow operator is unable to respond to a request for service immediately, the tow operator or his employee shall advise the Police Department that their company is not available. No substitute tow truck or operator will be allowed. The police dispatcher will then call the next tow operator on the list.

(e) Tow operators must respond to ALL TYPES of tow calls. A tow operator may NOT pick-and-choose to which calls the tow operator will respond. Dispatch will not indicate the type of tow until the tow operator has indicated whether or not they will accept the tow. Once accepted, the tow operator will be advised of the situation, so they can best determine the truck and equipment necessary to respond to said call.

(f) A tow operator must respond to 85% of requests for towing. If a tow operator fails to respond to at least 85% of tow requests, the tow operator will be found to be in violation of these provisions and will be

disciplined appropriately by the chief of police including, but not limited to, being removed from the tow list.

(g) If a tow operator will be unable to provide towing services or towing for specific types of vehicles for any period of time, the tow operator should notify and get approval from the Police Department for special circumstances (i.e. vacation, injury, illness, or damaged equipment with set time frame for repairs).

(h) If a tow truck is cancelled by the Police Department after being dispatched off the rotation tow list, it shall be put back at the head of the rotation tow list.

(i) If a tow operator calls the Police Department to cancel a tow after agreeing to accept it, they must provide a valid reason for the cancellation. The Police Department may investigate the reason for cancellation and if the cancellation is found to be in bad faith, the cancellation may count as a violation of these provisions, and the tow operator will be disciplined appropriately.

(j) Towed vehicles shall be taken to the location designated by the vehicle owner, driver, or agent, should such person not wish to store the vehicle at the tow operator's facility once towing fees are paid to the towing provider. However, all vehicles towed upon the direction of the Police Department shall be towed to the location designated by the police officer in charge at the scene.

(k) Every tow operator or driver of a tow truck shall remove or cause to be removed all glass and debris deposited on any street or highway by the disabled vehicle being serviced, and shall also spread dirt, sand, or other oil-absorbing materials upon that portion of any street or highway where oil or grease has been deposited by the disabled vehicle being serviced.

(l) All tow operator personnel who respond to a tow or accident scene shall have photo identification displayed on their person so that they are easily and quickly identifiable to police and rescue personnel.

3-23-12. Storage facility.

Each tow operator shall maintain a secure storage lot of adequate size to store all towed vehicles safely, but in no event, shall the capacity be smaller than 40 vehicles. Such lot shall be enclosed by a fence.

3-23-13. Solicitation of business.

(a) No tow operator may respond to the scene of an accident or emergency for the purpose of towing vehicles unless called there by the Police Department or persons involved in the accident or emergency. Tow operators responding to an accident or emergency at the request of an individual other than a Police Department employee, must record the name and address of the person making the request and make such information available to the chief of police upon request.

(b) This section is intended only to prohibit the soliciting of business at the scene of accidents and emergencies and shall not be construed to prohibit any tow operator from contracting with any person; provided, that the tow operator, his agents and employees do not solicit tow contracts at the scene of accidents or emergencies.

3-23-14. Tow trucks for semi-tractor trailer vehicles.

A separate tow list for tow trucks capable of towing semi-tractor trailer vehicles shall be maintained by the Police Department consisting of tow operators on the rotation tow list. The tow truck must be a tandem axel truck capable of towing a minimum of 25 tons.

3-23-15. Removal from rotation tow list.

(a) The chief of police may remove any tow operator temporarily or permanently from the rotation tow list when the chief of police finds:

- (1) Placement on the list was secured by fraud or concealment of a material fact, which if known would have caused disapproval of the application;
- (2) The tow operator has violated any of the provisions of this chapter;
- (3) The service provided by the tow operator has been substantially inadequate, which shall include but not be limited to, failing to be available for or not accepting at least 85% of all calls, slow response time, excessive damage claims, substantial and repeated complaints from citizens, or abuse of special circumstance fees under section 3-23-6; or
- (4) Any violations of this code, including but not limited to code enforcement, building code, or fire code relating to any properties the tow operator owns that are within the municipal boundaries of the city.

(b) Following three (3) infractions, a tow company will be automatically removed from the rotation tow list.

(c) At any time, a tow operator may choose to remove themselves from the rotation tow list by submitting in writing such notice to the chief of police.

(d) Investigation of Complaints: Complaints with respect to towing services may be investigated by the Police Department.

(1) If the allegations of the complaint are confirmed, the Police Department shall notify the tow operator in writing of the results of the investigation. The tow operator shall have ten (10) days from receipt of the notice to file a written response to the allegations. All written responses shall be addressed to the chief of police.

(2) Thereafter, the chief of police shall take whatever corrective action is deemed appropriate in light of the investigation conducted by the Police Department and the tow operator's response. Discipline may consist of corrective action, a reprimand, temporary suspension, removal from the tow rotation list, or any other action deemed appropriate by the chief of police.

3-23-16. Appeals, hearing, notice: removal from rotation tow list.

Any tow operator aggrieved by an action of the chief of police removing the tow operator from the rotation tow list or refusing to place or reinstate the tow operator on the rotation tow list may appeal the chief of police's decision to the mayor. Such appeal must be in writing and delivered to the office of the mayor within five (5) days after the decision of the chief of police. The mayor shall, after three (3) days' written notice to the tow operator, conduct a public hearing affording such tow operator an opportunity to appear and defend. Within five (5) days of such hearing, the mayor shall determine whether the tow operator should remain off of the rotation tow list. The mayor shall state the reasons and such determination in a written order, and shall serve a copy of such order within the said five (5) days upon said tow operator.

3-23-17. Appeal: involuntary tow.

For the purposes of this chapter, the term "involuntary tow" means any direction by the Police Department to tow a private vehicle without the permission of the owner or operator thereof. Involuntary tows shall include

the direction to tow issued by the Police Department on behalf of another city department.

(a) Appeal. Whenever an involuntary tow was directed by the Police Department and the owner of the vehicle believes that the tow was incorrectly ordered, such owner shall have the right to appear before a person designated by the department head of the department ordering the tow and present the owner's reasons for believing such tow was incorrectly ordered. If the department head ordered the tow, the owner shall have the right to appear before a day-shift deputy chief of the Police Department to present the owner's reasons for believing such tow was incorrectly ordered. In no case shall such opportunity to contest the tow be held more than 72 hours after it is requested, unless the owner requests such opportunity to contest be held after the expiration of 72 hours. The person designated by the city under this Section to hear the owner's reasons shall in no case be the same person who ordered the tow.

(b) Notification of rights. The Police Department shall give all persons contacting them concerning an involuntarily towed vehicle a written notice of the rights accorded by this chapter. Such notice shall include the name, address, phone number, and email where the complainant can request to be heard. The department ordering the tow shall provide to the Police Department a copy of such notice completely and accurately filled out at the time the tow is ordered.

(c) Disposition of owner's claim for impounded vehicles. After hearing the owner's reasons for believing the tow was improper and doing such other investigation as may be appropriate, if the designated city representative determines that the tow was improper, the vehicle shall be immediately released, and the city shall pay the cost of towing and storage to the date of the release. If the tow is found to have been proper, the vehicle shall continue to be held subject to such conditions as may be appropriate. Nothing in this section shall prohibit the city from seeking reimbursement of such costs through a court of law.

3-23-18. Violation and penalty.

Any person who violates any of the provisions of this chapter shall, upon conviction thereof, be fined not less than one hundred dollars (\$100.00) nor more than as provided in section 1-1-14 of this Code.

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