

**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 21, 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 21, 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 July 7, 2020.

Documents:

[2020.07.07 MINUTES.PDF](#)

6. **COMMUNICATIONS:**

- 6.I. Proclamation by Mayor Kahl proclaiming July 27, 2020 as "National Korean War Veterans Armistice Day".

Documents:

[NATIONAL KOREAN WAR VETERANS ARMISTICE DAY PROCLAMATION 2020.PDF](#)

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 -031 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 5 in the amount of \$4,957,099.68.

Documents:

[RESOLUTION NUMBER 2021 -031.PDF](#)

- 8.II. Item Number 2 – Adoption of Resolution Number 2021 -028 on its Second Reading - Resolution Amending Energy Aggregation Program for Residential and Small Commercial Retail Customers.

Documents:

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

- 8.III. Item Number 3 – Adoption of Resolution Number 2021 -029 on its Second Reading – Resolution Approving Contract with Homefield Energy for Supply of Electricity for City's Energy Aggregation Program.

Documents:

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

- 8.IV. Item Number 4 – Adoption of Resolution Number 2021 -025 on its Second Reading – Resolution Authorizing First Amendment to Lease Agreement with Omega 9, LLC for Lease of Additional Storage Space for Omega 9, LLC at Eastport Marina.

Documents:

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

- 8.V. Item Number 5 – Adoption of Resolution Number 2021 -022 on its Second Reading – 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.

Documents:

- 8.VI. Item Number 6 – Adoption of Resolution Number 2021 -026 on its Second Reading - 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.

Documents:

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

- 8.VII. Item Number 7 – Adoption of Ordinance Number 4509 on its Second Reading – (AN ORDINANCE AMENDING TITLE 3, CHAPTER 23 OF THE EAST PEORIA CITY CODE REGARDING THE CITY OF EAST PEORIA'S TOWING SERVICES).

Documents:

[ORDINANCE NUMBER 4509 - SECOND READING.PDF](#)

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

10. **COMMISSIONER HILL:**

- 10.I. Approval of Ordinance Number 4512 - (AN ORDINANCE PROVIDING FOR DEDICATION OF RIGHT-OF-WAY FOR CITY PROPERTY ADJACENT TO HIGHVIEW ROAD).

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

Documents:

[ORDINANCE NUMBER 4512.PDF](#)

- 10.II. Adoption of Ordinance Number 4511 - (AN ORDINANCE AMENDING TITLE 1, CHAPTER 2 OF THE EAST PEORIA CITY CODE TO AUTHORIZE MEMBERS OF CITY BOARDS AND COMMISSIONS TO ELECTRONICALLY ATTEND THEIR RESPECTIVE MEETINGS).

Documents:

[ORDINANCE NUMBER 4511.PDF](#)

- 10.III. Approval of Ordinance Number 4510 - (AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 OF THE EAST PEORIA CITY CODE TO CHANGE THE NUMBER OF CLASS A, D, AND E LIQUOR LICENSES AUTHORIZED TO BE ISSUED WITHIN THE CORPORATE LIMITS OF THE CITY).

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

Documents:

[ORDINANCE NUMBER 4510.PDF](#)

11. **COMMISSIONER DECKER:**

12. **COMMISSIONER SUTHERLAND:**

- 12.I. Approval of Resolution Number 2021-030 – Resolution Accepting Fifth Change Order for City's Sanitary Sewer System Upgrade Project (Phases A – C Construction Project) (Change Order #5).

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

Documents:

[RESOLUTION NUMBER 2021-030.PDF](#)

13. **COMMISSIONER MINGUS:**

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 17, 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**

JULY 7, 2020

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

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

The invocation was given by Commissioner Hill.

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

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on June 16, 2020 be approved as printed.

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

Nays: None.

Mayor Kahl declared the motion carried.

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.

A gentleman came up to the podium and explained that he had questions about the City's involvement on the apartment complex the is anticipated in the Levee District. He explained his concern with the City being on the hook for the complex if things do not go as planned.

Mayor Kahl commented that the City would not be on the hook.

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

CONSENT AGENDA ITEMS BY OMNIBUS VOTE:

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

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move to adopt a consent agenda consisting of items numbered 1 through 9 as listed on the agenda for this meeting to be considered by omnibus vote.

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.

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”.

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.

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.

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.

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

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.

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

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).

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Items numbered 1 through 9 listed on the Consent Agenda be hereby approved and adopted, the items numbered 2 through 9 having been read once by their title and having laid on the table for no less than one week for public inspection be adopted as presented.

Item Number 1 – Adoption of Resolution Number 2021-027 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 4 in the amount of \$5,361,028.01. (Adopted by omnibus vote)

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”. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

Item Number 6 – Adoption of Resolution Number 2021-021 on its Second Reading – Resolution approving Microsoft Licensing Subscription Renewal for the City. (Adopted by omnibus vote)

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. (Adopted by omnibus vote)

Item Number 8 – Adoption of Resolution Number 2021-016 on its Second Reading - Resolution accepting low bid from Otto Baum Company, Inc. for the Altorfer Lane Reconstruction Project in the amount of \$468,443.11. (Adopted by omnibus vote)

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). (Adopted by omnibus vote)

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

Nays: None.

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

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

Commissioner Hill commented on the sale of the property with the sale price being \$6,900. The sale will bring the property back to a productive use.

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

Nays: None

Mayor Kahl declared the motion carried and Ordinance No. 4506 be 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) 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 the ordinance. It is an update to the City Code in response to changes in the State law. The change is a requirement that local governments recognize sexual harassment between elected officials that also involves a requirement of annual sexual harassment training.

Commissioner Decker explained that he would be abstaining from voting out of an abundance of caution due to his employment with the City.

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

Nays: None

Abstain: Commissioner Decker.

Mayor Kahl declared the motion carried and Ordinance No. 4508 be adopted as presented.

Resolution No. 2021-028 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-028, hereto attached, a Resolution Amending Energy Aggregation Program for Residential and Small Commercial Retail Customers, be approved. Mr. Mayor, I move you that this Resolution No. 2021-028 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 City began the Electrical Aggregation Program in March 2012, and this resolution makes transparent that there is a Civic Fee that is .002. The Civic Fee has always been in existence and the City is being transparent that the civic fee is part of the Electrical Aggregation Program. Mayor Kahl explained that the document has been around since the Program was implemented that included the Civic Fee. The document is being amended and this resolution is making the fact of the amendment transparent.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-029 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-029, hereto attached, a Resolution Approving Contract with Homefield Energy for Supply of Electricity for City's Energy Aggregation Program, be approved. Mr. Mayor, I move you that this Resolution No. 2021-029 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 resolution is for the approval of a new contract with Homefield Energy. The rates regarding electricity have improved from the last contract and the length of the contract is for 18 months. This amount is less than going with Ameren. It is estimated to save \$110 to \$130 per year for customers.

Mayor Kahl explained that the Civic Fee goes toward the energy saving measures in the City such as upgrades to facilities that result in energy savings.

Commissioner Decker commented on implementing the program and gave kudos to Robert Cole for the job he has done with the monies from the Civic Fee and the savings in energy and money from those upgrades. He explained that there may be times when people come door to door to say that they can give residents energy savings. He has yet to find a better option out there and has been impressed with the savings to residential customers. It is an opt out program; therefore, unless someone does an action to opt out, they are in the program. If someone does come door to door, be careful. Mayor Kahl explained that anyone who solicits in the City needs to be registered with the police department and be careful of anyone that comes to your door by ensuring that they are registered with the city.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-025 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-025, hereto attached, a Resolution Authorizing First Amendment to Lease Agreement with Omega 9, LLC for Lease of Additional Storage Space for Omega 9, LLC at Eastport Marina, be approved. Mr. Mayor, I move you that this Resolution No. 2021-025 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 approves an amendment to a lease between the City and Omega 9, LLC that was entered into around one year ago for a portion of the City's section of the building to run the kitchen of Omega 9, LLC. This amendment to the lease is for additional storage space. The agreement has the option of three additional twelve-month extensions for the leased space beyond the original twelve-month term.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-026 by Commissioner Decker, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-026, hereto attached, a 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, be approved. Mr. Mayor, I move you that this Resolution No. 2021-026 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Decker commented on the intersection project. He explained that it is no longer being planned as a roundabout and gives the City more options. It is a Peoria Pekin Urbanized Area Transportation Study (“PPUATS”) Project and Surface, Transportation, Block, Grant (STBG) Funds are being used. The total project costs are estimated at \$800,000. The City’s portion is 30% for construction costs that does not include engineering or right-of-way is estimated at \$343,000. This is a standard agreement between IDOT and the City designating and appropriating funds for the construction of the project, and the Project provides better traffic movements and provides for a left turn into Embassy Suites from River Road. Commissioner Decker explained that the project also provides some right only lanes that will make the traffic flow easier. There is more construction going on elsewhere in the City as well, and this intersection project will make it a much better intersection. This project is likely to make other intersections less dangerous for accidents that are nearby as well.

Mayor Kahl explained that this is a PPUATS project that has been in the works for quite some time. This project was supposed to start July 6, 2020, and it is only a little behind with construction planned to be wrapped up at the same time as the bridge project.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-022 by Commissioner Sutherland, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-022, hereto attached, a 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, be approved. Mr. Mayor, I move you that this Resolution No. 2021-022 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 project deals with the repair of a collapse sewer main and takes care a problem that has been going for quite some time that has created overtime in the department. This resolution approves the cleaning and televising of the sewer main. However, there are more costs associated with the project that total around \$40,000. Mayor Kahl explained that the City would no longer be band aiding the problem as this takes care of the issue.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-024 by Commissioner Mingus, seconded by Commissioner Hill; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-024, hereto attached, a Resolution Approving 2020-2021 Intergovernmental Agreement for Mutual Aid with Northern Tazewell Fire Protection District, be approved. Mr. Mayor, I move you that this Resolution No. 2021-024 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Mingus explained that traditionally the City has contracted for Emergency Medical Services (“EMS”) and fire service with Northern Tazewell Fire Protection District (“NTFPD”). However, due to the budget reductions this year, this year’s contract is for contracted services for fire on auto aide. The City is no longer contracting for EMS services. However, it still has NTFPD responding as first responders for services and then the city will do the transport. Another change to the contract is that the City is going to cover the NTFPD dispatch fees. The contract will no longer be dual dispatch as before. Commissioner Hill inquired about estimated increases due to this change, and Commissioner Mingus explained that the increases are estimated at \$20,000-\$23,000 based on historical data. Mayor Kahl explained that NTFPD will also need to approve this contract. Commissioner Mingus explained that this is due to the fifteen percent budget cuts, and this will financially affect NTFPD. The goal is to keep that ambulance in service. Commissioner Sutherland expressed his appreciation for the good job that NTFPD does in their area and his concerns about this affecting NTFPD.

Commissioner Mingus explained that there is a change with the way that ambulance billing is done for the department. GENT reporting and all of the data is submitted to a program for Medicaid reimbursement with the State. It looks at the actual costs and the City’s actual costs are much lower than the billed costs. The City is now able to charge the actual rate. However, any resident of the City will not need to pay the difference between the amount that is paid by the individual’s insurance and the amount that is billed. For non-residents, that difference between the insurance paid costs and the billed amount will be billed to that person that is transported. Fire Chief Knapp explained that revenues will likely double based upon this change.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-023 by Commissioner Mingus; 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.

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 2021-023 be adopted as presented.

Mayor Kahl and the Commissioners expressed appreciation to Ms. Kelch for her service to the Police Department and the City and wished her well in her retirement.

Mayor Mingus expressed appreciation for her 21 years of service and explained that there will two payouts of \$8,359.48 to Ms. Kelch pm July 31, 2020 and January 2021.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-023 be duly adopted as presented.

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4509 hereto attached, (AN ORDINANCE AMENDING TITLE 3, CHAPTER 23 OF THE EAST PEORIA CITY CODE REGARDING THE CITY OF EAST PEORIA'S TOWING SERVICES) 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.

Mayor Mingus explained that the City Code is being updated in regard to towing service fees as the City Code regarding the fees has not updated since 2012. He further explained that the Towing Company Association initiated the change by reaching out to the City to seek to bring the fees up to date. Commissioner Decker commented on the difficult and dangerous job that towing services must do.

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

Nays: None.

Mayor Kahl declared the motion carried.

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 explained that he has received phone calls asking people to stop the fireworks as there have been many who have been setting off their own fireworks this year. He thanked the Police Department for their difficult job that is almost impossible. He explained that East Peoria has the most professional police. The morale is down in the Police Department now, and he asked people to thank the police officers for their service. Commissioner Decker discussed the RFP that the City will be request soon. In the Request for Proposal ("RFP") for companies that would like to contract garbage services that includes recycling. The RFP will help the City to compare its costs to others. He explained that he is conservative in trying to get as accurate an account to see how much offering the service in-house costs the City, and he wants this to be accurate and compare the proposals from others. The main companies in the area is Peoria Disposal Company ("PDC") and Waste Management. There is a concern about the landfill space; however, in the next 25 years, the landfill capacity should not be a concern. There is also a Host Agreement where the City is paid by the landfill that helps keep down the overall costs of services. The garbage and recycling are taken through the transfer station currently. The Host Agreement is why the City cannot do something different in recycling such as a large collection bin. Supervisor of Streets, Ric Semonski, is going to seek the length of proposal, whether it be short-term or long-term. The last time that this investigated the costs was in 2015 or 2016, and it resulted in the City reducing the City's costs of the services even more. The City has done a good job at reducing costs.

Commissioner Hill discussed the morale of the Police Department and explained that he wants the Police to know that he stands behind them. He commented on Code Enforcement issues that include tall grass issues and a property that had a house fire that the city is looking into. He commented on the Farmer's Market and the great attendance at the event.

Commissioner Sutherland explained that Sewer Treatment Plant Project is going well. He asked if the City can take another video of the Project with the drones to show the progress of the Project. Water stations are planned to begin in the City that are for people that wants to fill up pools and contractors doing projects. He thanked Commissioner Decker for working on the recycling and garbage request for proposal and explained that he likes the idea of going with yard waste pickup.

Commissioner Mingus commented on recycling being important.

Mayor Kahl asked residents to complete their census at 2020census.gov. He encouraged everyone to get counted, because it affects the money that is appropriated for many projects and other items. He explained that a person's personal information is protected for many years. The East Peoria Community Foundation has a concept for the Levee Park, and there is a survey regarding the Park. He asked individuals to complete the survey and provide input as to what individuals would like to see in the Levee Park area. He stressed the fact that the Levee Park is being funded with private funds and tax dollars are not being expended. The Paul Peterson Award submissions for July are due July 13, 2020. Mayor Kahl asked individuals to submit entries of homes and businesses who have eye-appealing gardens and/or landscaping in their front yards, making it a "bright spot" of the area. The East Peoria Housing Authority has waitlist applications available online for 500 waitlist spots. Please complete the online application no later than 11:59 pm on July 15, 2020. He recognized and gave kudos to that the East Peoria Police Department who are very professional. He explained that the City was not involved in the incident at Elevate. The police were professional when being called to Elevate and handled the situation extremely well. Mayor Kahl explained that police

officers are putting their lives on the line and being vilified. He commended the professional police officers in the City. Mayor Kahl explained that the City moved into the 3rd Phase of the Tri-County Regional Plan. He explained that the City has watched the metrics and stressed that the Tri-County Regional Plan does not compel businesses to do anything. He further explained that the Plan is one step ahead of the Governor's plan. He explained that we will not know the lessons learned until we get past the pandemic and know who is right and wrong. He expressed that people need to be responsible and take personal responsibility. Everyone will have a difference of opinion and we need to be respectful. He explained that people have been supportive and appreciative of the City.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, July 21, 2012 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

The City of East Peoria



Proclamation

WHEREAS, upon the 67th anniversary of the Military Armistice Agreement, we honor all who served in the Korean War, and we pay lasting tribute to the brave men and women who gave their lives for our Nation.

WHEREAS, sixty-seven years ago, the Communist invasion of the Republic of Korea summoned a generation of Americans to serve. Through three years of combat, American service members and allied forces overcame some of the most unforgiving conditions in modern warfare. They weathered bitter winters and punishing heat, and yet, they fought on with courage and distinction often outgunned and outmanned.

WHEREAS, we honor the tens of thousands of Americans who gave their lives defending a country they had never known and a people they had never met. Their legacy lives on not only in the hearts of the American people, but in a Republic of Korea that is free and prosperous; an alliance that is stronger than ever before; and a world that is safer for their service.

WHEREAS, shortly after the Military Armistice Agreement was signed, President Dwight D. Eisenhower noted that "with special feelings of sorrow and of solemn gratitude we think of those who were called upon to lay down their lives in that far off land to prove once again that only courage and sacrifice can keep freedom alive upon the earth."

WHEREAS, six decades later, we renew that call to honor and reflect. Now and forever, let us keep faith with our Korean War veterans by upholding the ideals they fought to protect, and by supporting them with the care and respect they so deeply deserve.

NOW, THEREFORE, I, JOHN P. KAHL, Mayor of the City of East Peoria, Illinois do hereby proclaim July 27, 2020, as National Korean War Veterans Armistice Day. I call upon all citizens to observe this day that honors our distinguished Korean War veterans.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of East Peoria to be affixed this 21st day of July 2020.



John P. Kahl
MAYOR

Morgan R. Cadwalader
ATTEST: CITY CLERK

RESOLUTION NO. 2021-031

July 21, 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. 5 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 \$4,957,099.68
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

DATE: 07/16/20
TIME: 16:42:34
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

PAGE: 1

GENERAL CORPORATE FUND
INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-01-1-100	CDS OFFICE TECHNOLOGIES	STAPLE CARTRIDGE	6.77
01-01-2-014	MILLER HALL & TRIGGS	6/20 RETAINER FEE	1,000.00
		6/20 LEGAL FEES	41,785.30
		6/20 DEMOLITION LEGAL FEES	895.00
01-01-2-070	MILLER HALL & TRIGGS	6/20 TRAVEL EXPENSE	125.86
		6/20 POSTAGE	106.35
01-01-4-100	CDS OFFICE TECHNOLOGIES	STAPLE CARTRIDGE	4.06
01-01-5-100	CDS OFFICE TECHNOLOGIES	STAPLE CARTRIDGE	13.54
01-02-0-040	MORTON COMMUNITY BANK	HDHP/HSA	850.00
01-02-0-100	CDS OFFICE TECHNOLOGIES	STAPLE CARTRIDGE	10.15
01-03-0-035	JOURNAL STAR	LEGAL NOTICES	95.16
01-03-0-069	JOE COURI	FARMERS MARKET ENTERTAINMENT	100.00
	BILLY WASHBURN	FARMERS MARKET ENTERTAINMENT	100.00
01-03-0-100	CDS OFFICE TECHNOLOGIES	STAPLE CARTRIDGE	27.08
01-04-0-110	CINTAS CORPORATION	VM UNIFORMS, TOWELS	156.45
		VM UNIFORMS, TOWELS	156.45
		MATS	72.07
		VM UNIFORMS, TOWELS	156.45
01-04-0-115	US BANK/ VOYAGER FLEET SYSTEMS	6/20 GASOLINE-VM	63.83
01-05-0-019	BAYNARD PLUMBING	PLUMBING INSPECTIONS	282.50
	SAFETY FIRST	LIFE SAFETY INSPECTIONS	600.00
	RICHARD YOUNG	ELECTRICAL INSPECTIONS	1,999.00
01-05-0-020	ECO SOLUTIONS WINDOW SERVICE	WINDOW CLEANING-CH	174.33
		WINDOW CLEANING-CP	164.92
		WINDOW CLEANING-CH	521.08
		WINDOW CLEANING-CP	334.02
	PERSONAL TOUCH SERVICE	5/20 CLEANING-PW	1,075.25
		5/20 CLEANING-FACILITIES	190.83
		5/20 CLEANING-RIVERFRONT	393.75
		5/20 CLEANING-PUBLIC SAFETY	1,660.42
		5/20 CLEANING-CH	801.67
		5/20 CLEANING-CP	801.67
		6/20 CLEANING-PW	1,075.25
		6/20 CLEANING-FACILITIES	190.83
		6/20 CLEANING-RIVERFRONT	393.75
		6/20 CLEANING-PUBLIC SAFETY	1,660.42
		6/20 CLEANING-CH	801.67
		6/20 CLEANING-CP	801.67
01-05-0-051	LOWES HOME IMPROVEMENT	VINYL HOSE	113.96
		HOSE	56.99
01-05-0-052	O'REILLY AUTO PARTS	FUSE	3.99
01-05-0-100	CDS OFFICE TECHNOLOGIES	STAPLE CARTRIDGE	33.85
01-06-0-045	AT&T	6/5/20-7/4/20 PHONE SERVICE	1,811.26
	COMCAST	MONTHLY CABLE/INTERNET	195.08
	OPEN TEXT INC	FAX2MAIL BILLING	100.00
	TOUCHTONE COMMUNICATIONS	6/20 LONG DISTANCE	65.36
01-06-0-047	R&D COMPUTER SYSTEMS LLC	LASERFISCHE MAINTENANCE	12,814.75

DATE: 07/16/20
TIME: 16:42:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND
INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-06-0-048	CDS OFFICE TECHNOLOGIES	PD COPY CHARGES	27.73
	PTC SELECT	TONER	145.00
01-06-0-100	CDS OFFICE TECHNOLOGIES	STAPLE CARTRIDGE	6.77

		DEPARTMENT TOTAL:	75,022.29
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
 INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-018	TAZEWELL COUNTY (ANIMAL)	5/20 ANIMAL CONTROL	2,396.00
		6/20 ANIMAL CONTROL	2,396.00
03-00-0-020	AAA CERTIFIED CONFIDENTIAL	PD CONFIDENTIAL SHREDDING	80.00
	LEXISNEXIS RISK DATA MNGMT	5/20 COMMITMENT FEE	150.00
		6/20 COMMITMENT FEE	150.00
	LIBERTY TERMITE & PEST CONTROL	MONTHLY PEST CONTROL	39.00
	TAZEWELL COUNTY CONSOLIDATED	QUARTERLY DISPATCH FEE	115,656.00
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	65.80
	LEXIPOL LLC	POLICY MANUAL UPDATE	9,570.00
03-00-0-026	KIESLER'S POLICE SUPPLY INC	BEAN BAG ROUNDS	1,014.00
03-00-0-035	COVERTTRACK GROUP INC	ANNUAL SUBSCRIPTION	600.00
	COMCAST	MONTHLY CABLE/INTERNET	5.97
	LESO	ANNUAL MEMBERSHIP	600.00
	ILEAS	ANNUAL DUES	240.00
03-00-0-051	RAGAN COMMUNICATIONS, INC.	SQUAD EQUIPMENT REPAIR	62.25
03-00-0-052	AUTOZONE COMMERCIAL	CREDIT FROM INVOICE 0625587799	-62.90
		PARTS	16.57
		CREDIT FROM INVOICE 0625596746	-16.57
		17-7 PARTS	259.98
		17-3 PARTS	269.98
		PARTS	141.48
		PARTS	259.98
		BRAKE PARTS	239.98
		ACTUATOR	36.44
		AXLE	116.39
		PARTS	491.35
		PARTS	101.36
		CREDIT	-16.06
		PARTS	101.36
		POWER STEERING PARTS	367.94
		PARTS	59.09
		STABLIZER BAR LINK KIT	12.52
		MANIFOLD GASKET	22.67
		PARTS	34.14
	UFTRING AUTOMALL	PARTS 15-6	730.75
		PARTS 16-3	88.67
	RAY DENNISON CHEVROLET INC.	PARTS13-5	640.68
		PARTS 13-5	17.32
		PARTS 13-9	56.59
		PARTS 13-9	363.39
		CREDIT-CORE	-100.00
		PARTS	38.32
		VALVE KIT	56.59
		PARTS	375.91
		PARTS	163.90
		PARTS	7.94
		PARTS 11-1	154.74

DATE: 07/16/20
 TIME: 16:42:35
 ID: AP4430EP.WOW

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
 INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-052	GOODYEAR AUTO SERVICE CENTER	AUTO REPAIR	30.35
		PREVENTATIVE MAINTENANCE	22.45
		VEHICLE MAINTENANCE	41.50
		OIL CHANGE 16-4	22.45
		OIL CHANGE 17-7	23.85
		OIL CHANGE 15-3	22.45
	O'REILLY AUTO PARTS	EXHAUST REPAIR 04-1	35.46
		PARTS	15.78
		WHEEL PAINT 11-7	23.97
		PARTS	34.57
	RED CARPET CAR WASH	5/20 CAR WASHING	100.00
		6/20 CAR WASHING	400.00
	ADVANCED AUTOMOTIVE CENTER	VEHICLE MAINTENANCE	135.00
03-00-0-053	SUPREME RADIO COMM, INC.	RADIO PARTS	2,254.23
03-00-0-070	AXON ENTERPRISE INC	TASER CARTRIDGES	1,821.00
	OSF OCCUPATIONAL HEALTH	DRUG SREENING	36.00
	TRANS UNION LLC	BACKGROUND CHECK	10.00
		BACKGROUND CHECK	10.00
	THOMAS P. HIGGINS	HEARINGS	100.00
03-00-0-100	MILLER-BATTERIES PLUS	BATTERY PACKS	35.90
03-00-0-115	AG-LAND FS, INC.	6/20 FUEL	6,548.32
03-00-0-121	THE HOME DEPOT PRO	LINERS, CLOROX, SANETIZER	32.87
		PAPER PRODUCTS, SOAP, CLOROX	171.88
		SOAP, CLOROX WIPES, SANETIZER	89.92
		CLEANING SUPPLIES	80.04
03-00-0-127	TRITECH FORENSICS INC	EVIDENCE TAPE	59.75
03-00-0-184	DUNLAP VETERINARY CLINIC	DJANGO EXAM	180.36

		DEPARTMENT TOTAL:	150,393.62
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND
 INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-019	EAGLE RECOVERY ASSOCIATES, INC	AMBULANCE COLLECTION	155.15
	LIBERTY TERMITE & PEST CONTROL	ST3 PEST CONTROL (JUN 16)	34.00
		CENTRAL PEST CONTROL (JUN 16)	36.00
		ST4 PEST CONTROL (JUN 16)	59.00
	TAZEWELL COUNTY CONSOLIDATED	QUARTERLY DISPATCH FEE	33,766.00
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	65.81
04-00-0-025	BRADLEY REINHART	EDUCATION REIMBURSEMENT	450.00
	IL DEPT OF PUBLIC HEALTH	PARAMEDIC LICENSING FEES	60.00
	DAN TURNER	TEST FEE REIMBURSEMENT	125.00
04-00-0-026	UNIVERSITY OF ILLINOIS	BASIC FIREFIGHTER ACADEMY	4,100.00
04-00-0-035	CENTRAL IL FIRE CHIEFS ASSOC	CIFIA DUES-KNAPP	10.00
04-00-0-050	MAURER ENVIRONMENTAL SERVICES	MOLD INSPECTION	500.00
04-00-0-051	MES-ILLINOIS	SCBA REPAIRS	509.98
04-00-0-052	ALTORFER	SERPENTINE BELT PARTS E6	442.16
	ADVANCE AUTO PARTS	HEADLIGHT, COOLANT-P1	68.97
	MACQUEEN EMERGENCY GROUP	LOCKS, KNOBS E6	64.22
	MUTUAL WHEEL COMPANY	BRAKE SLACK ADJUSTER E1	147.88
		BRAKES, SLACK ADJUSTER E1	333.34
	O'REILLY AUTO PARTS	OIL, FUEL, AIR FILTERS P2	69.55
	TRUCK CENTERS INC	EXHAUST, MUFFLER REPAIR P5	337.61
04-00-0-070	TAZEWELL COUNTY CLERK	NOTARY COMMISSION CERTIFICATE	18.00
04-00-0-115	AG-LAND FS, INC.	6/20 FUEL	2,150.62
	GERMAN BLISS	SMALL ENGINE FUEL	59.95
04-00-0-127	THE HOME DEPOT PRO	LAUNDRY DETERGENT	66.60
		DISINFECTANT SPRAY	37.84
		DISINFECTANT SPRAY	37.84
		TOWELS, DISINFECTANT ST4	94.88
		TOWELS, SOAP BLEACH CENTRAL	240.75
		BATH TISSUE, FLOOR CLEANER ST3	108.21
		SOAP-CENTRAL HOUSE	41.73
04-00-0-128	PRAXAIR DISTRIBUTION INC	OXYGEN	836.70
	THE HOME DEPOT PRO	N95 RESPIRATOR MASKS	254.95
	BOUND TREE CORPORATION	NEBULIZER	63.00
		GLOVES	74.60
		MASKS, IV SETS, COLLARS	680.67
		IV DRESSING, DEFIB PAD, AIRWAY	244.32
		TRAUMA DRESSING, CHEST SEALS	375.98
		O2 RESUS PACK	60.88
		BLOOD GLUCOSE TEST STRIPS	34.92
04-00-0-180	ANDRES MEDICAL BILLING (AMB)	JUNE COLLECTIONS	2,950.86

		DEPARTMENT TOTAL:	49,767.97
			=====

APPROVED FOR PAYMENT BY:

DATE: 07/16/20
TIME: 16:42:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

SOLID WASTE
INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
05-00-0-017	WASTE MANAGEMENT	SOLID WASTE TIPPING FEES	23,137.53
05-00-0-052	MACK SALES & SERVICE OF MORTON	SENSOR	69.57
	E P TIRE & VULCANIZING	TIRES	951.82
05-00-0-115	AG-LAND FS, INC.	6/20 FUEL	4,020.56
05-00-0-160	MELISSA NEWPORT	TOTER REIMBURSEMENT	150.00
	TAYLOR STAFFORD	GARBAGE TOTER REIMBURSEMENT	75.00

		DEPARTMENT TOTAL:	28,404.48
			=====

APPROVED FOR PAYMENT BY:

DATE: 07/16/20
 TIME: 16:42:35
 ID: AP4430EP.WOW

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

STREET & BRIDGE FUND
 INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
11-00-0-025	TANNER SCHOFIELD	CDL REIMBURSEMENT	60.00
11-00-0-052	AUTOZONE COMMERCIAL	CREDIT FROM INVOICE 0625543908	-60.00
		CREDIT	-272.99
		HUB BEARING	272.99
		BRAKE CLEANER	64.44
		CREDIT FROM INVOICE 0625594129	-69.65
		CREDIT	-1.99
		CREDIT FROM INVOICE 0625599534	-26.99
		PROTECTIVE EYEWEAR	34.14
		BRAKE CLEANER	113.40
	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	242.85
	O'REILLY AUTO PARTS	HOSES	105.53
		HEATER HOSE	7.48
11-00-0-055	ROGERS GROUP, INC	CA-6, RR#3	1,350.05
11-00-0-070	THE HOME CITY ICE COMPANY	BAGGED ICE	164.00
	LOWES HOME IMPROVEMENT	SUMP PUMP	113.05
	OSF OCCUPATIONAL HEALTH	DRUG SCREENINGS	108.00
11-00-0-110	SENTRY SAFETY SUPPLY, INC	GLOVES, VEST, GALSSSES	169.44
	SUNBELT RENTALS INC	COOLER	36.53
11-00-0-115	AG-LAND FS, INC.	6/20 FUEL	3,517.98
	US BANK/ VOYAGER FLEET SYSTEMS	6/20 GASOLINE-STREETS	954.08
11-00-0-122	R.A. CULLINAN & SON INC.	STREET REPAIRS	103,245.62
	PATRICK N. MEYER & ASSOC, INC	STREET IMPROVEMENTS	13,000.00

		DEPARTMENT TOTAL:	123,127.96
			=====

APPROVED FOR PAYMENT BY:

DATE: 07/16/20
TIME: 16:42:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

WORKERS COMP & LIAB
INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
18-00-0-040	CITY OF EP/CLAIMS ONE	WORK COMP DEDUCTIBLE	300,000.00
		DEPARTMENT TOTAL:	300,000.00

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

EASTSIDE CENTRE
 INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
21-01-0-020	PERSONAL TOUCH SERVICE	5/20 CLEANING-ESC	1,572.92
		6/20 CLEANING-ESC	1,572.91
21-01-0-051	LOWES HOME IMPROVEMENT	STOOL REPAIR PARTS	36.32
21-01-0-118	GORDON FOOD SERVICE, INC.	CONCESSION SUPPLIES	1,892.16
		CONCESSION SUPPLIES	1,409.01
		CONCESSION SUPPLIES	1,272.77
		CONCESSION SUPPLIES	648.69
		CONCESSION SUPPLIES	46.19
		CONCESSION SUPPLIES	402.66
		CONCESSION SUPPLIES	72.93
	PEPSI-COLA	CREDIT-CONCESSION SUPPLIES	-1,600.93
		CONCESSION SUPPLIES	1,988.33
		CONCESSION SUPPLIES	1,615.68
	SUPER CITY DOTS LLC	CONCESSION SUPPLIES	1,956.24
		CONCESSION SUPPLIES	902.88
21-01-0-121	THE HOME DEPOT PRO	SANITIZER	89.92
21-02-0-020	PERSONAL TOUCH SERVICE	5/20 CLEANING-ESC	1,572.91
		6/20 CLEANING-ESC	1,572.92
21-02-0-050	GETZ FIRE EQUIPMENT	RE-KEY DOORS TO MEDECO SYSTEM	324.80
21-03-0-050	LOWES HOME IMPROVEMENT	FITTINGS	32.94
		FITTINGS	11.56
		TUBING, FITTINGS	8.84
		VALVE, FITTINGS, HOSE	57.12
		LUMBER	30.48
		CREDIT-RETURN	-39.47
21-03-0-152	AG-LAND FS, INC.	FERTILIZER	548.00
		TURFACE	704.80
		6/20 FUEL	585.48
	COMMERCIAL IRRIGATION & TURF	LEAK REPAIR	633.80
	PIONEER	STRIPING PAINT	1,092.00
21-03-0-201	MORTON COMMUNITY BANK	ESC BACKHOE LOAN INTEREST	55.48
21-03-0-231	MORTON COMMUNITY BANK	ESC BACKHOE LOAN PRINCIPAL	1,519.92

DEPARTMENT TOTAL:			22,590.26
			=====

APPROVED FOR PAYMENT BY:

DATE: 07/16/20
TIME: 16:42:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

HOTEL-MOTEL TAX
INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
23-00-0-150	KELLOGG PLASTICS LTD	ROD	254.84
	NILES INDUSTRIAL COATINGS	SANDBLASTING, PAINT	1,942.50
		SANDBLASTING, PAINT	1,156.25
	AMERICAN LIGHTING INC	LIGHTS	860.29
23-00-0-151	PERSONAL TOUCH SERVICE	5/20 CLEANING-FOLEPI	420.83
		6/20 CLEANING-FOLEPI	420.83
23-00-0-152	AG-LAND FS, INC.	TURFACE	704.80
		6/20 FUEL	585.48
	FAULKS BROS CONSTRUCTION INC	INFIELD MIX	196.62
	PIONEER	STRIPING PAINT	1,092.00
23-00-0-153	AG-LAND FS, INC.	WEED KILLER	422.50
		FERTILIZER	548.00
	US BANK/ VOYAGER FLEET SYSTEMS	6/20 GASOLINE-ESC	272.65
	LOWES HOME IMPROVEMENT	LANDSCAPE WALL REPAIR	15.10
		WIRE BRUSH, ADHESIVE	17.52
	BERNARD KRUMHOLZ, INC	SHREDDED SOIL	196.00
23-00-0-182	STARK EXCAVATING, INC.	ALTORFER LN STORM SEWER EXT	49,005.90

		DEPARTMENT TOTAL:	58,112.11
			=====

APPROVED FOR PAYMENT BY:

DATE: 07/16/20
TIME: 16:42:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

CAMP STREET TIF
INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
25-00-0-014	MILLER HALL & TRIGGS	6/20 CMAP ST LEGAL TIF	512.20
		DEPARTMENT TOTAL:	512.20

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER
 INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-020	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL	34.00
	PDC LABORATORIES INC	LAB TESTING	948.00
50-50-0-021	L&S LABEL PRINTING	UTILITY BILLS	589.37
50-50-0-023	QUADIENT FINANCE USA INC	POSTAGE	4,000.00
50-50-0-050	CINTAS CORPORATION	FLOOR MATS	72.07
	LOWES HOME IMPROVEMENT	SCREWS	5.69
	SPRINGFIELD ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	189.77
	USABluebook	PIPE MARKER, EXIT SIGNS	51.33
		PIPE MARKER	5.19
		EXIT SIGNS	113.95
		FITTINGS, SEALS	98.88
		FITTINGS	126.55
		ELBOW SOCKET	14.69
		SOCKET, BUSHINGS, COUPLINGS	114.68
		GLOVES, STRAINER	591.50
		COUPLING, VALVE	841.05
		COUPLING	126.30
	DH PACE COMPANY	CABLE, SPRING REPLACEMENT	509.78
50-50-0-051	LOWES HOME IMPROVEMENT	HARDWARE	72.00
50-50-0-052	AUTOZONE COMMERCIAL	DUST SHIELD	65.04
		CREDIT FROM INVOICE 0625531349	-50.97
		TRANSMISSION YOKE	128.99
		LEAF SPRING BOLT	55.96
		UBOLTS	79.95
		UBOLTS	115.82
		LEAF SPRING	645.98
		CREDIT FROM INVOICE 0625545808	-128.99
		WATER PUMP	13.31
		LEAF SPRING BOLTS	55.96
	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	121.42
50-50-0-070	FOSTER'S INC	WEED KILLER	36.71
50-50-0-100	MIDWEST MAILING & SHIPPING	POSTAGE METER LABELS	29.00
		RED INK CARTRIDGE	245.00
50-50-0-110	LOWES HOME IMPROVEMENT	BUG SPRAY	19.12
	SENTRY SAFETY SUPPLY, INC	WIPES, GAUZE PADS, ANTISEPTIC	9.78
	TAZEWELL COUNTY CONSOLIDATED	SAFETY GLASSES	102.75
50-50-0-115	AG-LAND FS, INC.	6/20 FUEL	2,010.28
	US BANK/ VOYAGER FLEET SYSTEMS	6/20 GASOLINE	1,330.53
50-50-0-121	CRESCENT ELECTRIC SUPPLY	SUPPLIES	47.26
		FITTINGS	21.17
50-50-0-123	CORE & MAIN	TAP SLEEVE	445.00
		TUBING, LID, PIPE FITTINGS	591.43
		METER TILE	221.76
		REPAIR CLAMP	145.00
		TUBING	31.00
		TRACER WIRE, METER YOKE	578.70
	D.A. HOERR & SONS INC.	TOPSOIL	123.20

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER
 INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-123	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	6.78
		IRRIGATION SUPPLIES	5.81
50-50-0-124	HAWKINS INC	AZONE 15	415.20
	USABluebook	TESTING SUPPLIES	1,910.92
		FLOUROFILM	174.70
		TEST DISPENSERS, GUAGE	87.90
		DEMINERALIZER	129.96
		TEST DISPENSERS	939.75
		REAGENTS	76.59
		REAGENTS	439.12
		CHART PAPER	109.44
50-50-0-126	CORE & MAIN	VALVE BOX, LID	420.00
	COLUMBIA PIPE & SUPPLY CO.	3" PIPE	43.91
50-50-0-127	CAPITOL GROUP INC	CLEAR PRIMER	10.59
	COLUMBIA PIPE & SUPPLY CO.	GLUE, PRIMER	47.42
	HUNTER HYDRO-VA DU	SEWER CLEANING	130.00
	LOWES HOME IMPROVEMENT	CONDUIT STRAP	3.29
		PRESSURE WASHER	717.24
	SPRINGFIELD ELECTRIC SUPPLY	ELECTRICAL TAPE	63.22
	TAZEWELL COUNTY CONSOLIDATED	SURVEY FLAGS	43.60
		PAINT	214.08
	USABluebook	CHART PAPER	131.90
	FOSTER'S INC	KWIK GREEN MIX	116.17
50-50-0-130	IL OIL MARKETING	HOSE GASKET	9.14
50-50-0-160	USABluebook	VALVE	65.00
		PVC VALVE	64.00
50-50-0-180	WATER DEPOSIT REFUNDS	418 MONSON-	29.28
		206 CHICAGO ST-	53.44
		621 ILLNOIS ST-	22.40
		1316 PARK AVE-	53.44
		3014 SPRINGFIELD RD-	53.44
		209A BRIARBROOK-	76.72
		127 KERFOOT ST-	53.44
50-51-0-050	RUYLE CORPORATION	SLUDGE BOILER	365.00
50-51-0-052	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	121.43
50-51-0-102	USABluebook	BUFFER, FILTER MEMBRANES	312.30
50-51-0-110	SENTRY SAFETY SUPPLY, INC	GLOVES	136.44
50-51-0-115	US BANK/ VOYAGER FLEET SYSTEMS	6/20 GASOLINE	1,090.44
50-51-0-127	GRAINGER INC.	AXIAL FAN	91.06
	HAWKINS INC	LPC-31	1,583.05
	SPRINGFIELD ELECTRIC SUPPLY	STRAP, CLAMP	50.21
		CLAMP	96.71
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	337.05
50-51-0-160	SPRINGFIELD ELECTRIC SUPPLY	CREDIT FROM INV S6532386.002	-998.58
		MOLDED CASE CIRCUIT	1,366.84
50-53-0-092	ALTORFER	SERVICE-EAGLE RIDGE	888.00
		SERVICE-CYPRESS RIDGE	939.00

DATE: 07/16/20
TIME: 16:42:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

WATER & SEWER
INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-53-0-115	AG-LAND FS, INC.	6/20 FUEL	502.56
50-53-0-127	LOWES HOME IMPROVEMENT	RAGS, CLEANER	65.93
50-55-0-160	MILLER-BATTERIES PLUS	BATTERY	135.80
50-56-0-160	ELECTRIC PUMP	LIFTSTATION KEYPAD REPLACEMENT	7,080.01
	FOREMOST INDUSTRIAL	FILED SERVICE	205.50
50-56-0-170	FARNSWORTH GROUP	WWTP CONSTRUCTION-SHORT PD	970.50
	HOERR CONSTRUCTION INC	SEWER EMERGENCY REPAIR	8,169.05
	WILLIAMS BROTHERS CONSTRUCTION	WWTP CONSTRUCTION	3,502,073.68
50-57-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	19,625.73
		ERI LAON INTEREST	1,273.68

		DEPARTMENT TOTAL:	3,568,794.24
			=====

APPROVED FOR PAYMENT BY:

DATE: 07/16/20
TIME: 16:42:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

PAYROLL HOLDING ACCTS
INVOICES DUE ON/BEFORE 07/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
99-99-9-998	WAGES PAID	7/15/20 WS PAYROLL	72,683.37
		7/15/20 GF PAYROLL	507,691.18

		DEPARTMENT TOTAL:	580,374.55
			=====

APPROVED FOR PAYMENT BY:

DATE: 07/16/20
TIME: 16:42:35
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

FINAL TOTALS
INVOICES DUE ON/BEFORE 07/15/2020

GENERAL CORPORATE FUND	75,022.29
POLICE PROTECTION FUND	150,393.62
FIRE PROTECTION FUND	49,767.97
SOLID WASTE	28,404.48
STREET & BRIDGE FUND	123,127.96
WORKERS COMP & LIAB	300,000.00
EASTSIDE CENTRE	22,590.26
HOTEL-MOTEL TAX	58,112.11
CAMP STREET TIF	512.20
WATER & SEWER	3,568,794.24
PAYROLL HOLDING ACCTS	580,374.55

GRAND TOTAL	4,957,099.68
	=====

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

<p>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</p>	<p>Notices to Aggregator:</p> <p>Name & Title: <u>City of East Peoria</u></p> <p>Street: <u>401 W. Washington Street</u></p> <p>City, ST ZIP: <u>East Peoria, Illinois 61611</u></p> <p>Phone: <u>309-427-7605</u></p> <p>E-mail: <u>johnkahl@cityofeastpeoria.com</u></p>
--	--

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 B
Condominium Plat

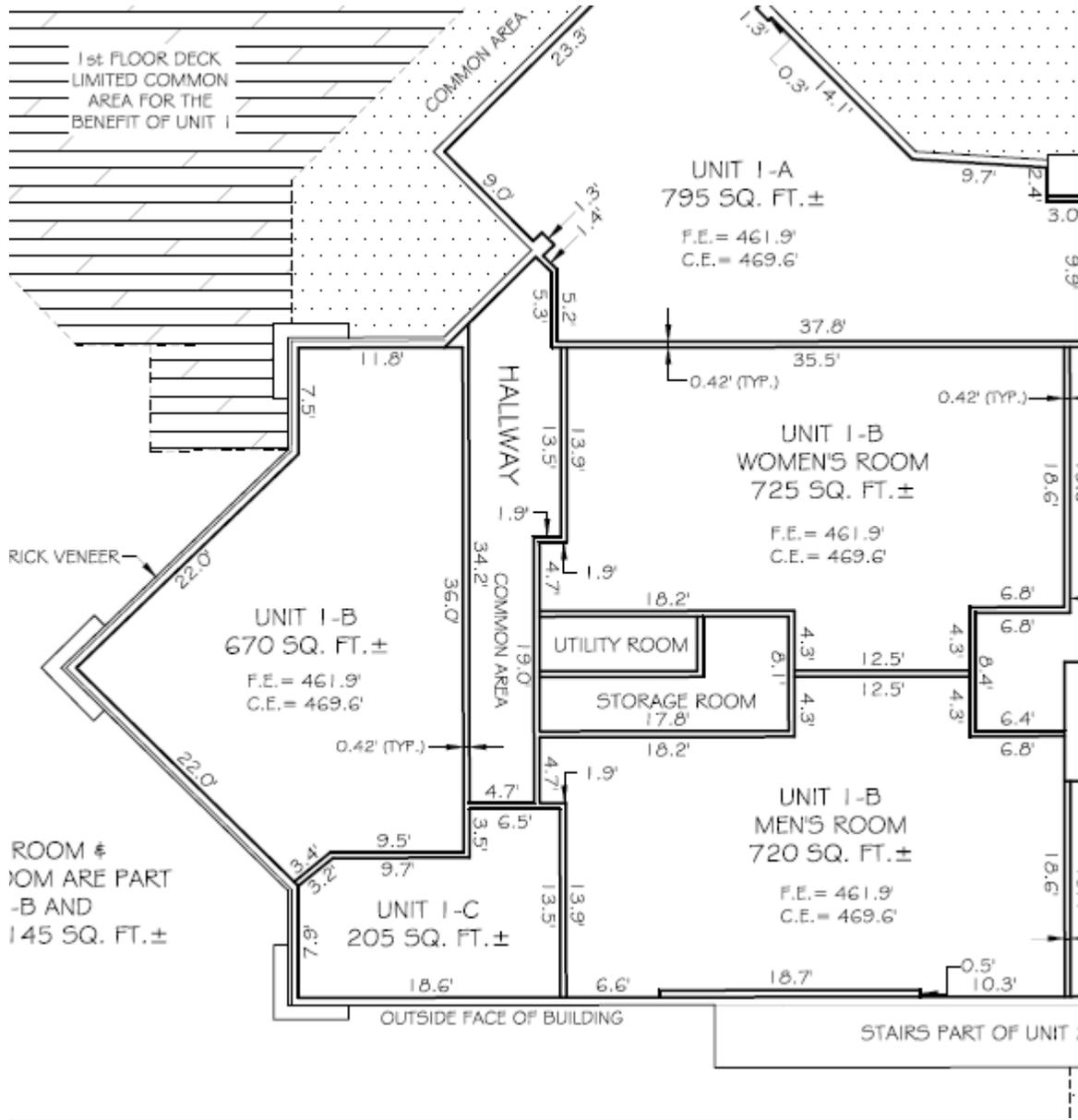


Exhibit C

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.



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.

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)

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



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: July 14, 2020

SUBJECT: Conversion of City-owned Property to right-of-way

BACKGROUND:

The City owns two parcels covered by one parcel id: 01-01-26-100-006. One parcel in this set is located along Highview Road is approximately .38 acres. The other, south of Woodland Hills Drive, is approximately 23 acres. The proposal here is to covert the first parcel to right-of-way and leave the other parcel, as is. A next step in this process will be to reconfigure the right-of-way along Highview to allow for current and future municipal infrastructure and vacate the remaining portions to adjacent properties as this parcel is currently as close as 15 feet to the home at 821 Highview. This step will require City Council approval, as well.

RECOMMENDATION: Approval, as presented.

Parcel 1

HIGHVIEW RD

HIGHVIEW RD

IRON BARK CT

MT AIRE DR

WILMAR TERR

MT AIRE DR

WALNUT CT

HONEY LOCUST AVE

WOOD AND HILLS DR

INDIAN CIR

HIGHVIEW RD

CASTLE LN

INDIAN CIR

HIGHVIEW RD

BAKER ST

BAKER ST

KASKASKIA CT

LA SALLE DR

Parcel 2

RIDGE LN

RIDGE LN

ILLINI DR

ARNOLD RD

ORDINANCE NO. 4512

**AN ORDINANCE PROVIDING FOR DEDICATION OF
RIGHT-OF-WAY FOR CITY PROPERTY ADJACENT TO HIGHVIEW ROAD**

WHEREAS, the City owns property along and adjacent to the Highview Road right-of-way in the 800 block of Highview Road, which is legally described in Exhibit A and depicted in Exhibit B (both exhibits attached hereto and incorporated by reference) (the "City Parcel"); and

WHEREAS, City Officials have determined that it is unnecessary for the City to maintain ownership of the City Parcel and that the City is better served if the City Parcel is converted to public right-of-way as part of the Highview Road right-of-way; and

WHEREAS, City Officials have further determined that the administrative burden associated with the City Parcel will be lessened by converting the City Parcel to public right-of-way; and

WHEREAS, the City Council hereby finds that the public interest will be best served by converting the City Parcel, as depicted in Exhibit B, to public right-of-way as part of the Highview Road right-of-way;

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

Section 1. That the City Parcel described in Exhibit A and depicted in Exhibit B, including any appurtenances thereto, shall be and the same is hereby dedicated as public right-of-way for use by the general public and the City of East Peoria as a public right-of-way, with such parcel being identified as follows:

PIN: Part of 01-01-26-100-006

Section 2. The Mayor and City Clerk of the City of East Peoria are hereby authorized and instructed to execute all documents necessary to effectuate the provisions of this Ordinance.

Section 3. This Ordinance shall be in full force and effect after its passage and approval in the manner provided by law.

Section 4. The City Clerk is hereby directed to record this Ordinance among the land records in the Office of the Tazewell County Recorder of Deeds.

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

LEGAL DESCRIPTION OF DEDICATED RIGHT-OF-WAY (800 Block of Highview Road)

A part of the Northwest Quarter of Section Twenty-six (26), Township Twenty-six (26) North, Range Four (4) West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows:

Commencing at the Point of Beginning, being the Southwest Corner of the parcel conveyed to Pinnacle Rental Properties LLC per Document No. 201900015262 as recorded in the Tazewell County Recorder of Deeds Office on November 6, 2019, thence east along the South property line said parcel, also being the North section line of said Section 26, a distance of 239 feet to the Southeast Corner of said parcel conveyed per Document No. 201900015262, a point also being the Southwest corner on the southern-most South property line of the parcel conveyed to Richard and Cindy Carvey per Document No. 201400000032 as recorded in the Tazewell County Recorder of Deeds Office on January 2, 2014, said southern-most South property line of said parcel also being the North section line of said Section 26; thence continuing east along said South property line of said parcel a distance of 93 feet to the Southeast Corner on the southern-most South property line of said parcel conveyed per Document No. 140000032; thence east along the North section line of Section 26 a distance of 7.4 feet; thence in southwesterly direction continuing along the northern Right-of-Way line for Highview Road to the East property line of the parcel conveyed to Maurice and Norma Joseph per Document No. 200100035725 as recorded in the Tazewell County Recorder of Deeds Office on March 16, 2001; thence north along said East property line of said parcel to the North section line of Section 26; thence east along the North section line of said Section 26, also being the property line of said parcel conveyed per Document No. 200100035725, a distance of 22.91 feet back to the Point of Beginning, containing 0.38 acres, more or less.

PIN: Part of 01-01-26-100-006

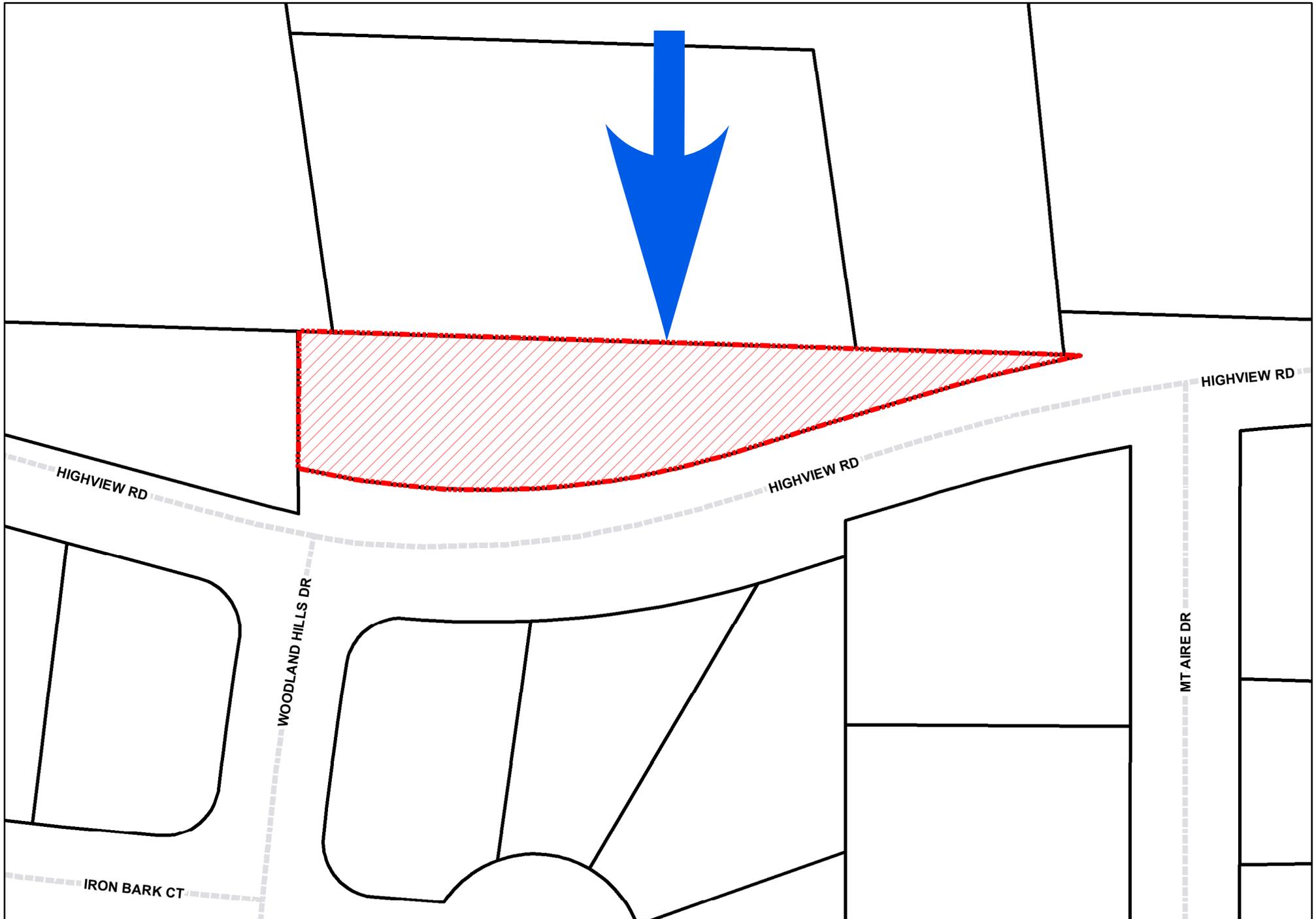
EXHIBIT B

MAP OF DEDICATED RIGHT-OF-WAY PARCEL

Property To Be Dedicated To Right-Of-Way

Legal Description: P.I.N.: 01-01-26-100-006

Exhibit "A"



CERTIFICATE

I, Morgan Cadwalader, in and for the City of East Peoria, in the County of Tazewell and the State of Illinois and keeper of the records and files of the City of East Peoria as provided by statute do hereby certify the foregoing to be a true, perfect and complete copy of Ordinance No. _____ passed by the City Council of the City of East Peoria at its regular meeting held on _____, 2020, and approved by the Mayor of the City of East Peoria on _____. I further certify that the foregoing Ordinance has never been repealed and is in full force and effect as of the date of this certification.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of East Peoria at my office this _____ day of _____, 2020.

City Clerk

(SEAL)

**ORDINANCE -
Tazewell County**

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
RETURN TO:

Scott A. Brunton
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602

ORDINANCE NO. 4512

**AN ORDINANCE PROVIDING FOR DEDICATION OF
RIGHT-OF-WAY FOR CITY PROPERTY ADJACENT TO HIGHVIEW ROAD**

WHEREAS, the City owns property along and adjacent to the Highview Road right-of-way in the 800 block of Highview Road, which is legally described in Exhibit A and depicted in Exhibit B (both exhibits attached hereto and incorporated by reference) (the "City Parcel"); and

WHEREAS, City Officials have determined that it is unnecessary for the City to maintain ownership of the City Parcel and that the City is better served if the City Parcel is converted to public right-of-way as part of the Highview Road right-of-way; and

WHEREAS, City Officials have further determined that the administrative burden associated with the City Parcel will be lessened by converting the City Parcel to public right-of-way; and

WHEREAS, the City Council hereby finds that the public interest will be best served by converting the City Parcel, as depicted in Exhibit B, to public right-of-way as part of the Highview Road right-of-way;

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

Section 1. That the City Parcel described in Exhibit A and depicted in Exhibit B, including any appurtenances thereto, shall be and the same is hereby dedicated as public right-of-way for use by the general public and the City of East Peoria as a public right-of-way, with such parcel being identified as follows:

PIN: Part of 01-01-26-100-006

Section 2. The Mayor and City Clerk of the City of East Peoria are hereby authorized and instructed to execute all documents necessary to effectuate the provisions of this Ordinance.

Section 3. This Ordinance shall be in full force and effect after its passage and approval in the manner provided by law.

Section 4. The City Clerk is hereby directed to record this Ordinance among the land records in the Office of the Tazewell County Recorder of Deeds.

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

LEGAL DESCRIPTION OF DEDICATED RIGHT-OF-WAY (800 Block of Highview Road)

A part of the Northwest Quarter of Section Twenty-six (26), Township Twenty-six (26) North, Range Four (4) West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows:

Commencing at the Point of Beginning, being the Southwest Corner of the parcel conveyed to Pinnacle Rental Properties LLC per Document No. 201900015262 as recorded in the Tazewell County Recorder of Deeds Office on November 6, 2019, thence east along the South property line said parcel, also being the North section line of said Section 26, a distance of 239 feet to the Southeast Corner of said parcel conveyed per Document No. 201900015262, a point also being the Southwest corner on the southern-most South property line of the parcel conveyed to Richard and Cindy Carvey per Document No. 201400000032 as recorded in the Tazewell County Recorder of Deeds Office on January 2, 2014, said southern-most South property line of said parcel also being the North section line of said Section 26; thence continuing east along said South property line of said parcel a distance of 93 feet to the Southeast Corner on the southern-most South property line of said parcel conveyed per Document No. 140000032; thence east along the North section line of Section 26 a distance of 7.4 feet; thence in southwesterly direction continuing along the northern Right-of-Way line for Highview Road to the East property line of the parcel conveyed to Maurice and Norma Joseph per Document No. 200100035725 as recorded in the Tazewell County Recorder of Deeds Office on March 16, 2001; thence north along said East property line of said parcel to the North section line of Section 26; thence east along the North section line of said Section 26, also being the property line of said parcel conveyed per Document No. 200100035725, a distance of 22.91 feet back to the Point of Beginning, containing 0.38 acres, more or less.

PIN: Part of 01-01-26-100-006

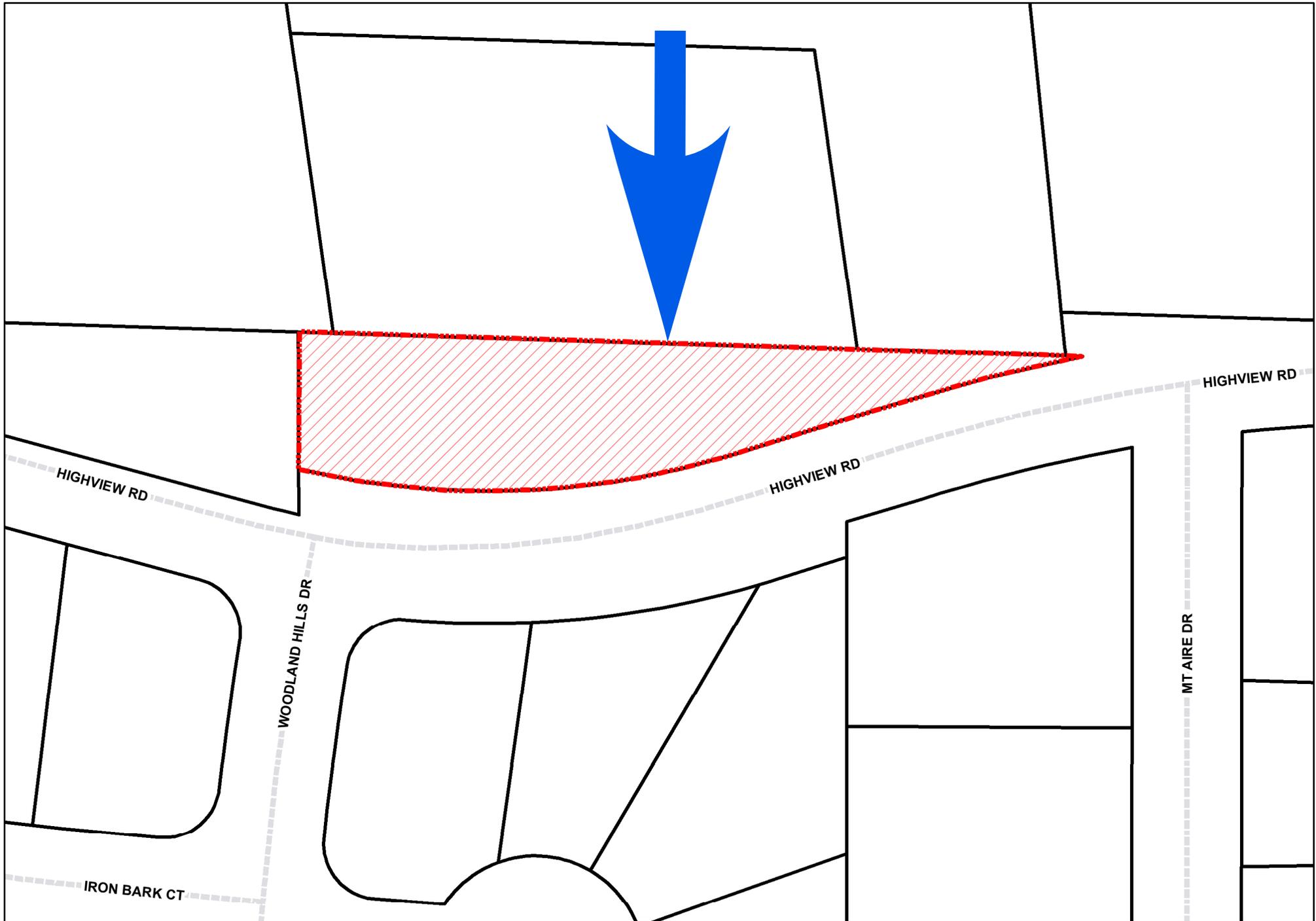
EXHIBIT B

MAP OF DEDICATED RIGHT-OF-WAY PARCEL

Property To Be Dedicated To Right-Of-Way

Legal Description: P.I.N.: 01-01-26-100-006

Exhibit "A"



CERTIFICATE

I, Morgan Cadwalader, in and for the City of East Peoria, in the County of Tazewell and the State of Illinois and keeper of the records and files of the City of East Peoria as provided by statute do hereby certify the foregoing to be a true, perfect and complete copy of Ordinance No. _____ passed by the City Council of the City of East Peoria at its regular meeting held on _____, 2020, and approved by the Mayor of the City of East Peoria on _____. I further certify that the foregoing Ordinance has never been repealed and is in full force and effect as of the date of this certification.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of East Peoria at my office this _____ day of _____, 2020.

City Clerk

(SEAL)



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

John P. Kahl
Mayor

COMMISSIONERS

Seth D. Mingus
Dept. Public Health & Safety

Mark E. Hill
Dept. of Accounts & Finance

Daniel S. Decker
Dept. Streets &
Public improvements

Michael L. Sutherland
Dept. Public Property

Morgan R. Cadwalader
City Clerk

Jeffery M. Becker
Director of Finance/Treasurer

Steven M. Roegge

John F. Knapp
Fire Chief

Ty Livingston
Director of Planning and
Community Development

Dennis W. Barron, Jr.
Director of Public Works

Douglas E. McCarty
Director of Tourism &
Special Events

Dennis R. Triggs
City Attorney

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

FROM: Morgan R. Cadwalader, City Clerk

DATE: July 16, 2020

SUBJECT: Ordinance Amending the City Code to Authorize Members of the City Boards and Commission to Electronically Attend Their Respective Meetings

DISCUSSION: Several years back, the Illinois Open Meetings Act was amended to authorize electronic attendance at public meetings where members of various public bodies were physically unable to attend in person. Around that time, the City Code was amended to authorize the City Council to attend electronically under those conditions authorized by the Illinois Open Meetings Act State law amendments. The attached proposed amendment to the City Code would extend the authorization to attend meetings electronically to the members of the City Boards and Commissions where those members are physically unable to attend in person.

RECOMMENDATION: Approve the proposed amendments to the City Code.

ORDINANCE NO. 4511

AN ORDINANCE AMENDING TITLE 1, CHAPTER 2 OF THE EAST PEORIA CITY CODE TO AUTHORIZE MEMBERS OF CITY BOARDS AND COMMISSIONS TO ELECTRONICALLY ATTEND THEIR RESPECTIVE MEETINGS

WHEREAS, Section 7 of the Illinois Open Meetings Act (5 ILCS 120/7) allows the electronic attendance by members of City Boards and Commissions at public meetings of these Boards and Commissions when such persons are unable to attend in-person for the reasons permitted under Section 7 of the Open Meetings Act; and

WHEREAS, the City of East Peoria currently authorizes electronic attendance by City Council members at City Council meetings under Title 1, Chapter 2, Section 2.6 of the East Peoria City Code; and

WHEREAS, the City of East Peoria now proposes an amendment to the electronic meeting participation regulations found at Title 1, Chapter 2, Section 2.6 of the East Peoria City Code to allow electronic attendance by members of City Boards and Commissions at public meetings of these Boards and Commissions, which proposed amendments are hereinafter set forth; and

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

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

Section 1. Title 1, Chapter 2, Section 2.6 of the East Peoria City Code pertaining to electronic participation in meetings of the city council is hereby amended to read as follows (additions are indicated by underline; deletions by ~~strikeout~~):

1-2-2.6. Electronic participation in meetings of the city council.

- (a) Subject to the provisions of this section, any member of the City Council may electronically attend any open or closed meeting of the City Council via telephone, video, internet connection or other technology which allows effective audio interaction with the member at a remote location. A member may electronically attend a meeting of the City Council only under the following conditions:
 - (1) The member must notify the City Clerk as soon as practicable before the meeting of the member's request to electronically attend the meeting so that

necessary communications equipment can be made available.

(2) The member must assert one or more of the following reasons why he or she is unable to physically attend the meeting and explain to the City Clerk the factual basis for that assertion:

- a. The member cannot attend because of the member's illness or disability; or
- b. The member cannot attend because of conflicting obligations to his or her employer; or
- c. The member cannot attend because he or she is otherwise engaged in business on behalf of the City; or
- d. The member cannot attend because of a family or other emergency.

(3) Any member participating electronically and those members of the City Council who are physically present at the site of the meeting must have the capability during the meeting to effectively and instantaneously engage in interactive audio communication with each other. During open meetings, members of the audience must have the capability to hear all audio interactions among all the members of the City Council who are present either physically or electronically.

(b) Within a reasonable time after receiving a request from a member of the City Council to electronically attend a meeting of the City Council, the City Clerk shall inform the remaining members of the City Council of that request.

(c) Acceptance or rejection of a request by a member to electronically attend a meeting of the City Council shall be determined in accordance with the following procedures:

(1) After establishing that a quorum is physically present at the meeting which the member of the City Council desires to electronically attend and establishing that the communications equipment necessary to permit participation in the manner prescribed by this section is

functioning properly, the presiding officer shall state that:

- a. a member of the City Council has requested permission to electronically attend the meeting, and
- b. the member will be authorized to electronically attend the meeting unless a motion objecting to the member's electronic attendance is made, seconded, and approved by majority of the members of the City Council physically present at the meeting.

(2) If a motion objecting to the member's participation is made and approved by a majority of the members of the City Council physically present at the meeting, the member making the request may not electronically attend the meeting. If no such motion is made and seconded or if any such motion is made and seconded but not approved by a majority of the members of the City Council physically present at the meeting, then the request by the member to electronically attend the meeting shall be deemed approved by the City Council and the presiding officer shall declare the requesting member present. After such declaration by the presiding officer, the authority of a member to electronically participate may not be withdrawn by the City Council for that meeting.

- (d) The minutes of any meeting during which a member of the City Council electronically attends shall identify any such member.
- (e) A member permitted to electronically attend a meeting of the City Council shall have the authority to participate in the meeting to the same extent as those members physically present, subject to the same limitations applicable to those members physically present. A member attending electronically may leave a meeting and return to the same extent and under the same conditions as members who are physically present, provided the member attending electronically shall announce his or her leaving and returning.
- (f) Members of City boards and commissions may also electronically attend their respective board and commission

meetings in the manner provided in this section. In lieu of contacting the City Clerk as provided herein, the board or commission member shall contact the City official that assists the particular board or commission. If the City Clerk is the City Official assisting the particular board or commission, the board or commission member shall contact the City Clerk as provided herein.

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 21st DAY OF July, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel



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

John P. Kahl
Mayor

COMMISSIONERS

Seth D. Mingus
Dept. Public Health & Safety

Mark E. Hill
Dept. of Accounts & Finance

Daniel S. Decker
Dept. Streets &
Public Improvements

Michael L. Sutherland
Dept. Public Property

Morgan R. Cadwalader
City Clerk

Jeffery M. Becker
Director of Finance/Treasurer

Steven M. Roegge

John F. Knapp
Fire Chief

Ty Livingston
Director of Planning and
Community Development

Dennis W. Barron, Jr.
Director of Public Works

Douglas E. McCarty
Director of Tourism &
Special Events

Dennis R. Triggs
City Attorney

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

FROM: Morgan R. Cadwalader, City Clerk

DATE: July 16, 2020

SUBJECT: Ordinance Amending the City Code to decrease the number of Class A and E licenses and increase the number of class D liquor licenses authorized in the City

DISCUSSION: It is necessary to change the number of Class A (Tavern), Class D (Restaurant), and Class E (Restaurant – Beer and Wine only) liquor licenses at various times throughout the year. At this time, it is necessary to decrease the number of Class A and E liquor licenses by one and increase the number of Class D liquor licenses by one.

RECOMMENDATION: To approve a decrease of Class A liquor licenses limit to 15 and Class E liquor licenses limit to one and an increase of Class D liquor licenses limit to 22.

ORDINANCE NO. 4510

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

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

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

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

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

- (a) No additional class A licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than ~~sixteen~~ fifteen (~~16~~15);
- (b) No additional class B licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at the time shall be less than twenty-five (25);
- (c) Class C licenses may be issued without limit upon approval by the liquor control commission;
- (d) No additional class D licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at that time shall be less than ~~twenty-one~~ twenty-two (~~21~~22);
- (e) No additional class E licenses shall be issued under the provisions of this chapter unless the number of such licenses in force at that time shall be less than ~~two~~ one (~~2~~1);
- (f) There may be only one class F license in force at any time;

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

Provided however, that upon the surrender and cancellation of an existing license, the local liquor control commission may reissue such license to a person who has purchased the business or premises of the prior licensee; and provided, further, that in the event of annexation of any territory to the city, in which territory there is located any business or

property for which a valid county retail liquor license has been issued and in force at the date of such annexation, the local liquor control commission is empowered to authorize the issuance of a new license strictly under the provisions of this Code to the person named in the county retail liquor license issued for such business or property, notwithstanding the foregoing limitations upon the number of licenses to be issued.

Section 2. This Ordinance is hereby ordered to be published in pamphlet form by the East Peoria City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

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

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

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 4th DAY OF August, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel



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: July 15, 2020

SUBJECT: Change Order # 5 Wastewater Treatment Improvements Phase A, B, and C

DISCUSSION:

This change order pertains to RFP #012R1, RFP #013 and RFP #014

RFP #012R1 covers the additional cost of pipe lining material. Records indicated the original pipe size as 18" but was determined to be 21".

RFP #013 covers spoil removal from the job site. The spoils removed were of poor quality and not suitable for backfill of pipe trenches or structures.

RFP #014 pertains to 4 separate items.

- 1) Replacement of a HVAC damper at Rte. 8 pump station that was deteriorated and unserviceable.
- 2) Provision of electrical and control wire to flow meters and manholes at plant 3. This was missing on the original bid and needed for proper plant operation.
- 3) Pertains to an addition of a pressure reducing valve (PRV) on the existing refurbished 20 MGD vertical turbine storm pump at the plant 1 headworks. This PRV will aid flushing of the pump seal and prevent erosion of the packing due to excessive flow rates and pressure from intermittent use during storm events. This manufacture recommendation will reduce long term maintenance cost to the city.
- 4) Improvements to the existing suction intake wet well at Rte. 8 pump station. These improvements include the installation of suction vanes to improve inlet vortexing and damage causing cavitation that could affect pump life.

RECOMMENDATION:

Approve change order #5 for \$57,857.00

"EAST PEORIA - - HOME OF THE FESTIVAL OF LIGHTS"

RESOLUTION NO. 2021-030

East Peoria, Illinois

_____ , 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION ACCEPTING FIFTH 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 third change order has been requested for the Project regarding numerous revisions to and for the Project (the "Change Order") in the amount of \$57,857.00, 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), the City's Project consultant, 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 \$57,857.00 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

Date: 7-21-2020

Owner: City of East Peoria
 Contractor: Williams Brothers Construction, Inc.
 Engineer: Farnsworth Group, Inc.
 Project: City of East Peoria, Wastewater Treatment Improvements Phase A, B and C

The Contract is modified as follows upon execution of this Change Order:

Description: See Attachment #1 – List of Change Order Items and Justifications

Attachments: See Attached RFP #012R; 013; 014; 015

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 36,580,000.00	Original Contract Times: Calendar Days Substantial Completion: <u>540</u> Ready for Final Payment: <u>660</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ 427,567.14	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ 80 days
Contract Price prior to this Change Order: \$ 37,007,567.14	Contract Times prior to this Change Order: Substantial Completion: <u>620 4/05/2021</u> Ready for Final Payment: <u>740 8/03/2021</u> days
[Increase] [Decrease] of this Change Order: \$ 57,857.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ 0 days
Contract Price incorporating this Change Order: \$ 37,065,424.14	Contract Times with all approved Change Orders: Substantial Completion: <u>620 4/05/2021</u> Ready for Final Payment: <u>740 8/03/2021</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer	By: _____ Owner (Authorized)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>PROJECT MANAGER</u>
Date: _____	Date: _____	Date: <u>07.08.20</u>

Digitally signed by Patrik Sheridan, P.E.
 DN: C=US,
 E=psheridan@f-w.com,
 OU="Farnsworth Group, Inc.",
 CN="Patrik Sheridan, P.E."
 Date: 2020.07.06
 10:17:46-05'00'

ATTACHMENT #1

Change Order Items and Justification

RFP #012R1

1. The existing SA sewer crossing below Rte. 8 was determined to be a 21 in. diameter pipe and the existing pipe routing across Rt. 8 differs in alignment from plan. Existing owner record drawings indicated an 18 in. pipe and different alignment across Rte. 8 from field conditions encountered. Additional lining material is required to accommodate the larger actual pipe internal diameter and the field alignment length.

RFP #013

1. Removal of excess spoils from piping excavation from the Plant #1 site. Existing soils removed are of a very poor quality and not suitable for backfill of pipe trenches and below future pavements or adjoining other structures. Existing space for soil suitable deposition on the site has been fully exhausted. Soils are truck hauled and removed from the plant site.

RFP #014

1. Replacement of the HVAC existing roof mounted gravity exhaust damper at the Rte. 8 Pump Station. It was intended to reuse the existing damper; however, it was found to be deteriorated and unserviceable when new ductwork HVAC installation proceeded on site.
2. Provision of Electrical and Control Conduit and Wire to 3 ea. remote Flow meters/manholes at Plant #3. The wire between the nearest building structure and the remote manhole sensors was not included on the contract drawings. All control, sensor, panel, and other features at each manhole are indicated and in the base bid contract. This RFP item addresses the missing necessary conduit and wire between the two structures.
3. Addition of a pressure reducing valve on the existing refurbished 20 MGD vertical Turbine Storm pump at the Plant #1 headworks. The PRV is intended to aid Non-Potable water flushing of the pump seal packing to prevent erosion of the packing over time due to excessive flow rates and pressure for the intermittently used storm event pump, as recommended by the manufacturer's representative during startup testing of the re-built and re-commissioned unit.
4. After installation of the pumps into the Dry pit and associated suction piping and base fillet in the narrow and small suction intake wet well, it was decided to as best possible, prior to startup and operation to mitigate/improve the pump suction intake conditions in the retrofitted location. In consultation with the manufacturer, floor mounted stainless-steel intake suction vanes will be custom configured below each intake bell to reduce potential inlet vortexing and cavitation that could affect pump operation over time.



**WILLIAMS
BROTHERS
CONSTRUCTION, INC**

April 2, 2020

Pat Sheridan
Farnsworth Group
2709 McGraw Drive
Bloomington, IL 61704

RE: RFP – Lining Costs – ~~RFP: 12R~~
East Peoria – Phase B
WBCI Job No. 518

Via email: psheridan@F-W.com

Dear Mr. Sheridan,

Attached is one copy of the Proposal Breakdown Summary dated April 2, 2020 for an add in the amount of \$14,67900. The attached costs are associated with the pipe lining revisions. Also attached are the quotations and breakdowns associated with this work.

Contact us with any questions or comments.

Sincerely,
WILLIAMS BROTHERS CONSTRUCTION INC.

By _____
Nick Verardo

Attachments

cc: File
Job



**WILLIAMS
BROTHERS**
CONSTRUCTION, INC

Engineer's
Format

Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 04/02/20

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:
Extra Costs in Lining a 21" Line in Lieu of an 18" Line

II SUMMARY OF DETAILED BREAKDOWN

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

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. JC Dillon	Pipe Lining Extra	\$13,876.00
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		\$13,876.00
H. CONTRACTOR'S MARK-UP on work of subcontractors	(Line G x 5%)	\$693.80
I. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines G + H)	\$14,569.80

J. PROPOSAL	(Lines F+I)	\$14,569.80
K. SUPPLEMENTAL COSTS		
1. SAFETY	(1% of LABOR)	\$0.00
2. EXPENDABLE TOOLS	(2.5% of LABOR)	\$0.00
L. BONDS	(0.5% of PROPOSAL)	\$72.85
M. OTHER REQUIRED INSURANCE	(0.25% of PROPOSAL)	\$36.42

IV TOTAL PROPOSAL

N. TOTAL PROPOSAL for subject RFP increase (decrease) in contract amount	\$14,679
O. The work for this RFP will require an extension of time of <u>0</u> Calendar Days.	
P. All costs are valid for 30 days.	

CONTRACTOR

(SIGNATURE).....

Nick Verardo

Title: Project Manager

Date: 04/02/20



Plumbing . Heating . Utilities . Trenchless Technologies . Hydro-excavation

PO Box 3590
Peoria, IL 61612
309.689.1596

Estimate. No. 03146-20

04/01/2020

Williams Brothers Construction Inc.
PO Box 1366
Peoria, IL. 61654

Attention: Nick Varardo
E-mail: nick@wbci.us

**RE: WWTP Imp, Phase B, Rte. 8 Pump Station & Force Main
Change Order 01 Request**

We are pleased to submit our estimate for the following items listed below,

Client #	Description	Quan	Unit	Unit Price	Ext Price
1	UV GRP, 18"	-218.000	LF	\$ 313.00	(\$68,234.00)
05	UV GRP, 21"	238.000	LF	\$ 345.00	\$82,110.00
Grand Total:					\$13,876.00

J.C. Dillon, Inc. will include the following:

- Labor, Equipment, and Materials
- Per Pre-Rehab Cleaning and CCTV Inspection dated 3/17/20

We exclude the following:

- Permits or Permit Fees
- Sales Tax
- By-Pass Pumping
- Permits or Permit Fees
- Inspection, and Engineering
- Materials Testing

Notes:

Peoria | Chicago | Davenport

www.jedilloninc.com

Terms and Conditions:

- J.C. Dillon, Inc. ("JCD") standard Pay Terms are (30) thirty days, unless agreed upon in writing prior to the start of the project
- All past due accounts will be charged a rate of 2% per month
- Reasonable attorney fees for unpaid accounts will be the responsibility of the Owner.
- Permit, Connection, or any other fees are not included, unless they are listed above
- Inspection and Materials Testing Fees are the responsibility of the Owner
- Local & State Sales Tax is the responsibility of the Owner unless stated above
- Performance and Payment Bond Fees are not included
- J.C. Dillon, Inc. will not be held responsible for private utilities un-marked prior to the start of the project. All repair to those utilities will be at the Owner responsibility.
- J.C. Dillon, Inc. guarantees its work, subject to the exception stated or implied herein, for a period of (1) one year from the completion of the work. The owner will allow access to J.C. Dillon, Inc. to make the necessary repairs.
- J.C. Dillon, Inc. will not accept any back-charges from the Owner, unless J.C. Dillon, Inc. has been given proper written notice of the Owner intent to back-charge, and J.C. Dillon, Inc. is given (72) seventy-two hours to accept responsibility for the cause of the notice and commence corrective action to remedy same.
- J.C. Dillon, Inc. does not assume any liability for or indemnify the Owner or Owner Representative from damages, losses, personal injuries or death attributed to their passive, active or partial negligence.
- J.C. Dillon, Inc. normal working hours are 7:00 am thru 3:30 pm Monday thru Friday, except Holidays

This estimate is based upon acceptance within (45) forty-five days of the date of same. The estimate is an offer to enter into an agreement for the work described hereinbefore, and is deemed an enforceable contract upon acceptance. The Owner accepts this estimate either by signature, oral assent, scheduling or commencing the work described in this estimate. Any of these modes of acceptance shall be deemed to incorporate all of the terms of this estimate into the contract between the Owner and J.C. Dillon, Inc.

If you have any questions, feel free to contact us @ 309-689-1596, and thank you for the opportunity to submit an estimate on your project.

Owner:

_____, 2020

Print

Signature

Date

J.C. Dillon, Inc.

_____, 2020

Print

Signature

Date



**WILLIAMS
BROTHERS**
CONSTRUCTION, INC

April 2, 2020

Pat Sheridan
Farnsworth Group
2709 McGraw Drive
Bloomington, IL 61704

RE: Dirt Haul Off - **RFP: 013**
East Peoria - Phase A
WBCI Job No. 518

Via email: psheridan@F-W.com

Dear Mr. Sheridan,

Attached is one copy of the Proposal Breakdown Summary dated April 2, 2020 for an add in the amount of \$9,000.00. The attached costs are associated with the Dirt Haul off for a not to Exceed Price of \$9,000.00. Also attached are the quotations and breakdowns associated with this work.

Contact us with any questions or comments.

Sincerely,
WILLIAMS BROTHERS CONSTRUCTION INC.

By _____
Nick Verardo

Attachments

cc: File
Job



WILLIAMS BROTHERS
CONSTRUCTION, INC

Engineer's
Format

Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 04/02/20

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:

Dirt Haul Off

II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. Material/Equipment	\$9,137.50	\$0.00	\$9,137.50
B. LABOR	\$811.52	\$0.00	\$811.52
C.	\$0.00	\$0.00	\$0.00
D. NET TOTAL		(A+B+C)	\$9,949.02
E. OVERHEAD AND PROFIT		(Line D x 15%)	\$1,492.35
F. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines D + E)	\$11,441.37

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. _____	_____	\$0.00
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		\$0.00
H. CONTRACTOR'S MARK-UP on work of subcontractors	(Line G x 5%)	\$0.00
I. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines G + H)	\$0.00

J. PROPOSAL	(Lines F+I)	\$11,441.37
K. SUPPLEMENTAL COSTS		
1. SAFETY	(1% of LABOR)	\$8.12
2. EXPENDABLE TOOLS	(2.5% of LABOR)	\$20.29
L. BONDS	(0.5% of PROPOSAL)	\$57.21
M. OTHER REQUIRED INSURANCE	(0.25% of PROPOSAL)	\$28.60

IV TOTAL PROPOSAL

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

~~\$11,556~~

\$9,000.00

CONTRACTOR

(SIGNATURE).....

Nick Verardo

Title: Project Manager

Date: 04/02/20



**WILLIAMS
BROTHERS**
CONSTRUCTION, INC

June 8, 2020

Pat Sheridan
Farnsworth Group
2709 McGraw Drive
Bloomington, IL 61704

RE: RFP 014 - Proposal
East Peoria – Phase A,B & C
WBCI Job No. 518

Via email: psheridan@F-W.com

Dear Mr. Sheridan,

Attached is one copy of the Proposal Breakdown Summary dated June 8, 2020 for an add in the amount of \$34,178.00. The attached costs are associated with the Miscellaneous Revisions requested by East Peoria including ESI 051 Revisions, New Damper at Route 8, PRV at Pump 5 and Vanes at Route 8. Also attached are the quotations and breakdowns associated with this work.

Contact us with any questions or comments.

Sincerely,
WILLIAMS BROTHERS CONSTRUCTION INC.

By _____
Nick Verardo

Attachments

cc: File
Job



**WILLIAMS
BROTHERS**
CONSTRUCTION, INC

Engineer's
Format

**Contractor's / Subcontractor's
Proposal Breakdown Summary**

Date: 06/08/20

RFP No. **014**

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:

MISC Work Requested by Farnsworth and East Peoria: ESI 051 Revisions, New Gravity Damper, PRV & Vanes

II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. Material/Equipment	\$4,240.00	\$0.00	\$4,240.00
B. LABOR	\$751.52	\$0.00	\$751.52
C.	\$0.00	\$0.00	\$0.00
D. NET TOTAL		(A+B+C)	\$4,991.52
E. OVERHEAD AND PROFIT		(Line D x 15%)	\$748.73
F. TOTAL WORK PERFORMED BY CONTRACTOR		(Lines D + E)	\$5,740.25

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. A&R Mechanical Services	New Damper	\$3,065.00
2. Oberlander Electric	Electrical Revisions	\$23,332.00
3. GA Rich	Mechanical Revisions	\$419.86
4.		\$0.00
5.		\$0.00
6.		\$0.00
G. SUBTOTAL of all work performed by contractor's subcontractors		\$26,816.86
H. CONTRACTOR'S MARK-UP on work of subcontractors	(Line G x 5%)	\$1,340.84
I. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines G + H)	\$28,157.70

J. PROPOSAL	(Lines F+I)	\$33,897.95
K. SUPPLEMENTAL COSTS		
1. SAFETY	(1% of LABOR)	\$7.52
2. EXPENDABLE TOOLS	(2.5% of LABOR)	\$18.79
L. BONDS	(0.5% of PROPOSAL)	\$169.49
M. OTHER REQUIRED INSURANCE	(0.25% of PROPOSAL)	\$84.74

IV TOTAL PROPOSAL

N. TOTAL PROPOSAL for subject RFP increase (~~decrease~~) in contract amount **\$34,178**

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: 06/08/20

A & R Mechanical Contractors, Inc.
 711 Kettering Park Dr.
 Urbana, IL 61801
 217-367-4227

City of East Peoria, Illinois
 Wastewater Treatment Plant Improvements

A&R# 10109

May 1, 2020

Description: Remove and Replace Gravity Damper at Rt. 8 Pump Station

Description	Size	Quant.	Unit Price	Total	Labor Units	Labor in Hours
Sheet Metal Worker		16 hrs	@ 88.29			
					Hours	18
Materials & Equipment					x Rate	\$ 88.29
						\$ 1,413
				Subtotal Materials Add	\$	1,200
				Subtotal Labor Add	\$	1,413
						2,613
				Overhead & Profit @15% (5% if credit)	\$	392
					\$	3,005
				<u>SUBCONTRACTOR:</u>		
				\$		-
				\$		-
				\$		-
				\$		-
Contractor's Markup (5%)				\$		-
				SUBCONTRACTOR	\$	-
					\$	3,005
				Other	\$	60
				Insurance @ 2%	\$	60
				Bond @ 1%	\$	3,065
					\$	3,065
				TOTAL PROPOSAL	\$	3,065



Langendorf Supply is proud to announce that we are the
Representatives for Fraser-Johnston commercial roof top units!!!

QUOTATION

LANGENDORF SUPPLY CO., INC.

Quote prepared by: Mike Lalumandier
Phone (309) 693-0731 Fax (309) 693-0767 E-Mail mlalumandier@lsco-inc.com

DATE: 4/8/20

To: A&R Mechancial

JOB NAME: EP WTP

Attn: Doug

Quote: 23231-19

	DESCRIPTION OF MATERIAL	PRICE
1	Ruskin model BD6 gravity damper (air up) with epoxy coating 52x52	
	Total Price	\$1,100.00

Below applies to the Quote above:

Prices quoted are for acceptance within 60 days from the date of this quote by the issuance of a purchase order, after which they will be subject to change at our discretion. Prices quoted above cover only the quantities and exact material specifically detailed in this quote above. All prices quoted include freight costs. All prices quoted are for factory's current standard ship schedules, express ship schedules may be available for additional charges based on product type and factory programs. No product will be released without approved submittals from the design engineer. No bid on starters, controls, or TStats for equipment unless specifically stated and listed.

Submittal



Date/Time: 04/08/2020 10:22:24
Created By: mlalumandier@lsc-inc.com
Current Version: 2014.0.472
Project Name:
Job Name: Ep gravity damper

Commercial

Model: BD6

SIZE: Duct 1/4
AIR FLOW: UP
FINISH COLOR: MACHINERY GR
(81)
DRAWING
REVISION:

CONSTRUCTION: ALUMINUM
FINISH TYPE: AIRDRY EPX(C4)
DRAWING
NUMBER:
DRAWING
DETAIL:

FRAME: CHANNEL
SCREEN1: NONE
SCREEN1 MTG: N/A

Qty	WIDTH	HEIGHT	Act Qty
1	52	52	0



3900 Dr. Greaves Rd.

Kansas City, MO 64030

(816) 761-7476

FAX (816) 765-8955

BD6 BACKDRAFT DAMPER Extruded Aluminum

APPLICATION

The BD6 backdraft damper is designed for medium to heavy duty commercial HVAC applications. Vertical mount allows horizontal airflow relief in one direction, but prevents reverse airflow in opposite direction. Air pressure differential opens damper, while gravity closes it. The BD6 conforms with the International Energy Conservation Code (IECC), and ASHRAE 90.1 leakage requirements for non-motorized dampers.

Feature	Standard Construction
Frame	6063T6 extruded aluminum, .125" (3.2) THK, mitered corners
Blades	6063T6 extruded aluminum, .070" (1.8) THK
Blade seals	Ruskiprene™
Bearings	Synthetic (Nylon)
Linkage	1/2" (13) x 1/8" (3) THK, aluminum (exposed)
Finish	Mill

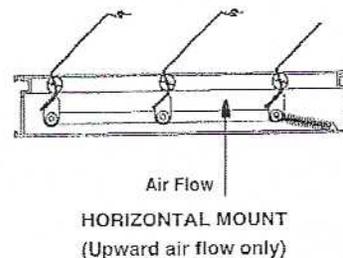
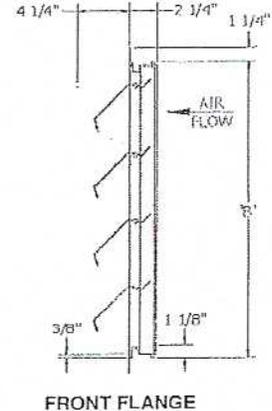
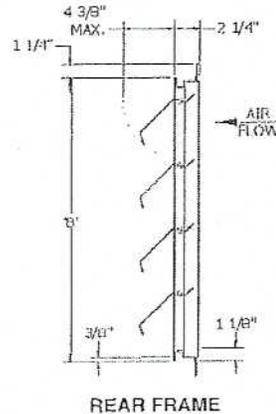
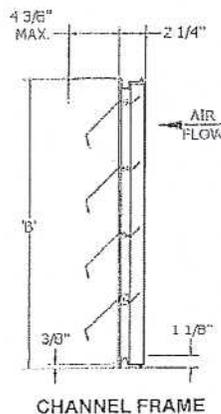
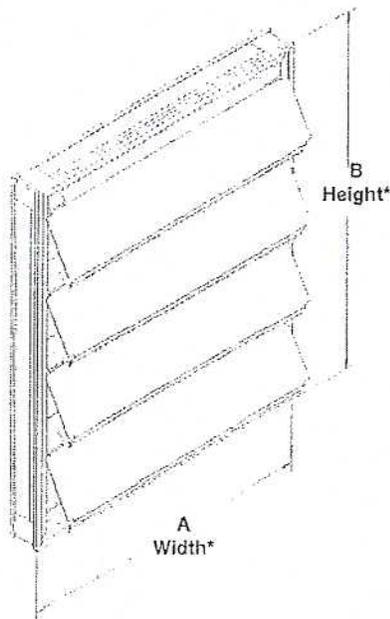
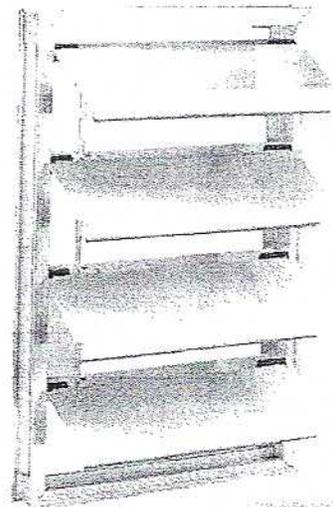
Sizing	Dimensions (W x H)*
Min. size**	12"x 8" (305 x 203)
Max. single section	48"x 52" (1219 x 1321)
Max. assembly	Unlimited

Performance/ Weight	
Max. Velocity	2500 fpm (12.7 m/s)
Temperature limits	-40°F to +200°F (-40°C to 93°C)
Weight	4 lbs. (1.8kg) per ft ²

Options/ Accessories
Front or Rear Flange
Insect or Birdscreen
Epoxy, Enamel finish
Anodized Finish
Electric Actuator
SPC (Static pressure controller) see page 3

*Dimensions in parentheses () indicate millimeters.

** Sizes below minimum to 6" X 6" (152 X152) not included in AMCA rating.



*W & H dimensions are supplied with 1/4" (6) deduct standard
A = width B = height

PERFORMANCE DATA



Ruskin Company certifies model BD6 is licensed to bear the AMCA seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 511 and comply with the requirements of the AMCA Certified Ratings Program (CRP). The AMCA CRP Seal applies to Air Leakage and Air Performance Ratings.

Test Information

- Air Leakage is based on operation between 32°F and 120°F (0°C and 48°C)
- Tests for air leakage were conducted in accordance with ANSI/AMCA Standard 500-D, Figure 5.5, in the intake direction
- Air performance testing conducted in accordance with ANSI/AMCA Standard 500-D, Figure 5.5

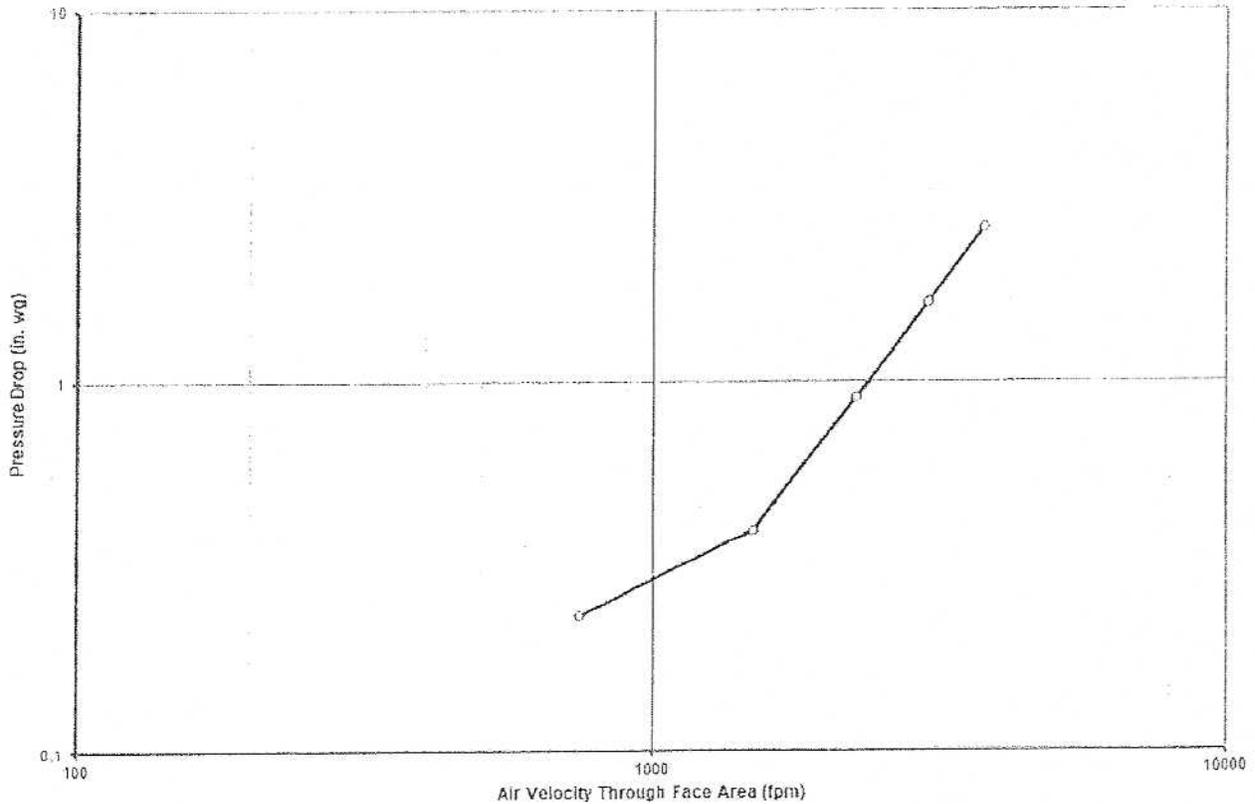
Air Leakage

- Model BD6 with a width and height 24" (610) or greater leak a maximum of: - 9.8 cfm/ft² or less at 1" w.g.
- Model BD6 with a width or height less than 24" (610) leak a maximum of: - 23 cfm/ft² or less at 1" w.g.

Air Performance

Performance data results from testing a 24" x 24" damper in accordance with AMCA Standard 500-D using Figure 5.5. All data has been corrected to represent standard air at 0.075 lb/ft³ (1.201 kg/m³).

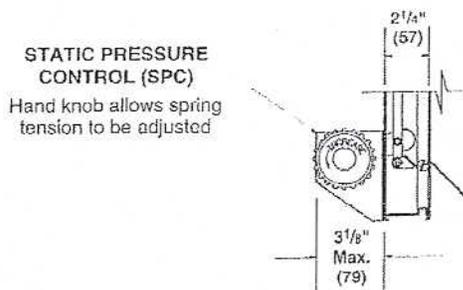
Pressure Drop
24" x 24" (610 x 610) Damper
Velocity vs Pressure Drop



PERFORMANCE DATA

Damper width	Max. Back Pressure in. wg / (kPa)
48" (1219)	4" w.g. (1.0)
36" (914)	8" w.g. (2.0)
24" (610)	12" w.g. (3.0)
12" (305)	16" w.g. (4.0)

Optional SPC (static pressure controller) is designed to maintain static pressures in ranges up to .25" w.g. for dampers up to 17.3 sq. ft. and up to .75" w.g. for dampers up to 6 sq. ft. The SPC is field adjustable. Minimum damper size for SPC option is 12"x12"



Note: One SPC per damper section

SUGGESTED SPECIFICATION

Furnish and install at locations on plans or in accordance with schedules heavy duty backdraft dampers that meet the following minimum construction standards. Frame shall be .125" (3.2) wall thickness 6063T6 extruded aluminum. Frame shall have galvanized steel braces at all corners.

Blades shall be .070" (1.8) wall thickness 6063T6 extruded aluminum. Blade edge seals shall be extruded vinyl mechanically locked into blade edge. Adhesive type seals are unacceptable.

Bearings shall be corrosion resistant long life synthetic for quiet operation. Linkage shall be 1/2" (13) tie bar with stainless steel pivot pins. Damper shall be in all respects equivalent to Ruskin BD6.

Specifier select damper shall have SPC field-adjustable static-pressure control to maintain pressures in ranges from .25" w.g. to .75" w.g. Minimum damper size for BD6 with SPC is 12" x 12" (305 x 305).

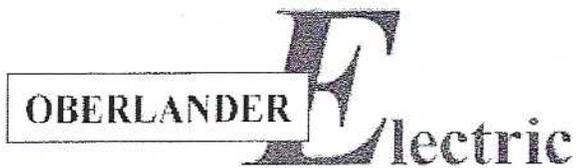
INSTALLATION GUIDELINES

- When used in fan discharge applications, damper should be located at least one-half the fan diameter away from the fan.
- For proper operation, damper must be installed square and free from racking.
- Bracing of multiple section assemblies; The BD6 is intended to be self supporting only in the largest single section size.

Multiple section damper assemblies may require bracing to support the weight of the assembly and to hold against system pressure. Ruskin recommends appropriate bracing to support the weight of the assembly and to hold against system pressure. Ruskin recommends appropriate bracing to support the damper horizontally at least once for every 8 feet of damper width. Vertical assemblies and higher system pressures may require more bracing.



3900 Dr. Greaves Rd.
Kansas City, MO 64030
(816) 761-7478
FAX (816) 765-8955
www.ruskin.com



2101 N. Main Street
East Peoria, IL 61611

SCOPE:

Phone :(309) 694-1468
Fax: :(309) 699-9108

June 1, 2020

To: Williams Brothers Construction

JOB: East Peoria WWTP Improvements

RE: ESI Number 051 REVISED

ALL HOURS ON STRAIGHT TIME ONLY (TAX EXCLUDED)

Included:

- Per ESI Number 051 dated March 16, 2020.

TOTAL ADD: \$23,332.00

Please call if you have any questions.
JOE ANTONIO (jantonio@oberlanderelectric.com)

EP WWTP Improvements : ESI 051 REVISED
 Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	\$3,914.13
Quotes	0.00
Sales Tax (0.00%)	0.00
Total Material	\$3,914.13
Labor	
Direct (207.16 hours @ \$78.62)	\$16,286.92
Project Management	0.00
Total Labor (207.16 hours)	\$16,286.92
Direct Job Expenses	\$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	\$20,201.05
Overhead (10.00%)	2,020.11
Profit (5.00%)	1,111.06
Job Total	\$23,332.22
Actual Bid Price	\$23,332.22
Material to Direct Labor ratio: 0.19	
Prime Cost per square foot	\$0.00
Job Total per square foot	\$0.00
Actual Bid Price per square ft	\$0.00
Labor cost per square foot	\$0.00
Labor hours per square foot	0.00
Gross Profit %	13.42
Gross Profit \$	\$3,131.17
Net Profit %	4.76

EP WWTP Improvements : ESI 051 REVISED

Job Number: CO1396-6

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 01 Raceway, Fittings & Boxes ---						
1002	1" EMT	60	117.69 C	70.61	5.50 C	3.30
1052	1" GRC	30	289.59 C	86.88	7.00 C	2.10
1345	1" GRC Elbow	19	1,467.09 C	278.75	0.50 E	9.50
1348	2" GRC Elbow	8	2,855.91 C	228.47	1.00 E	8.00
1486	1" Compression Steel Connector	2	165.43 C	3.31	0.35 E	0.70
1546	1" Compression Steel Coupling	6	170.45 C	10.23	0.16 E	0.96
1566	1" Locknut	34	68.01 C	23.12	0.13 E	4.42
1569	2" Locknut	16	107.49 C	17.20	0.27 E	4.32
1578	1" Plastic Bushing	2	16.61 C	0.33	0.13 E	0.26
1612	1" LB Condulet w/Cover & Gasket	1	56.39 E	56.39	0.80 E	0.80
1779	1" Cut & Thread	4	0.00 E	0.00	0.32 E	1.28
1802	1" GRC Coupling	3	326.35 C	9.79	0.20 E	0.60
2331	1" Conduit Hanger w/Bolt	108	106.30 C	114.27	12.50 C	13.44
2334	2" Conduit Hanger w/Bolt	55	200.29 C	110.16	13.75 C	7.56
--- 01 Raceway, Fittings & Boxes Total ---				1,009.51		57.24
--- 02 Wire & Cable ---						
2628	#14 THHN CU Stranded Wire	4,609	80.11 M	369.23	5.00 M	23.05
2629	#12 THHN CU Stranded Wire	232	125.00 M	28.94	6.00 M	1.39
2631	#8 THHN CU Stranded Wire	2,000	286.71 M	573.42	9.00 M	18.00
2632	#6 THHN CU Stranded Wire	570	441.10 M	251.43	11.00 M	6.27
--- 02 Wire & Cable Total ---				1,223.02		48.71
--- 06 Underground/Site ---						
1183	1" PVC Conduit	770	37.74 C	290.60	3.75 C	28.88
1186	2" PVC Conduit	440	74.79 C	329.08	4.50 C	19.80
2046	1" PVC Male Adaptor	30	50.00 C	15.00	18.00 C	5.40
2049	2" PVC Male Adaptor	16	66.00 C	10.56	0.30 E	4.80
2100	1" PVC Coupling	93	40.00 C	37.20	0.18 E	16.74
2103	2" PVC Coupling	52	43.00 C	22.36	0.30 E	15.60
--- 06 Underground/Site Total ---				704.80		91.22
--- 07 Misc ---						
T0008	Belden 1048A	740	1.32 E	976.80	13.50 M	9.99
--- 07 Misc Total ---				976.80		9.99
Job Total				3,914.13		207.16

* Trade Price, Labor column 3

CONTRACTOR'S PROPOSAL

FROM: G A Rich & Sons, Inc. P O Box 50 Deer Creek, IL 61733	PROJECT: East Peoria JOB NUMBER: 19509 RFP#: CONTRACT WORK: Plumbing
---	---

I DESCRIPTION OF CHANGE:
 Supply and instal prv on pump #5

II SUMMARY OF DETAILED BREAKDOWN:

	Additions	Deletions	Net Total
A. MATERIAL	\$76.17	\$0.00	\$76.17
B. LABOR	\$216.84	\$0.00	\$216.84
C. EQUIPMENT	\$64.50	\$0.00	\$64.50
D. OTHER COSTS			
1 SAFETY		(1% of LABOR) - Deletion -0-	\$2.17
2 EXPENDABLE TOOLS		(2.5% of LABOR) - Deletion -0-	\$5.42
E. SUB TOTAL		(A+B+C+D1+D2)	\$365.10
F. OVERHEAD AND PROFIT		(E x 15%) - Deletion -0-	\$54.76
G. TOTAL		(E + F)	\$419.86

III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS
 Detailed Breakdowns and Summaries from each Sub-Contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____

H SUBTOTAL of all work performed by contractor's subcontractors _____
 I CONTRACTOR'S MARK-UP on work of subcontractors (H x 6%) - Deletion -0- _____

IV FINAL SUMMARY

J PROPOSAL	(G+H+I)	\$419.86
K BONDS	(2.5% of PROPOSAL) - Deletion -0-	\$0.00
L BUILDER'S RISK INSURANCE (if applicable)	(0.3% of PROPOSAL) - Deletion -0-	_____
M TOTAL PROPOSAL for subject RFP increase (decrease) in contract amount		\$419.86
N Time added to contract _____	0 Calendar Days	

CONTRACTOR SIGNATURE _____

TITLE Project Manager DATE 05/27/20

