

**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
AUGUST 18, 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: AUGUST 18, 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 August 4, 2020 and the minutes of the Closed Meeting/Executive Session held on August 4, 2020.

Documents:

[2020.08.04 MINUTES.PDF](#)

6. **COMMUNICATIONS:**

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

8. **COMMISSIONER HILL:**

- 8.I. Adoption of Resolution Number 2021-037 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 7 in the amount of \$1,383,627.09.

Documents:

[RESOLUTION NUMBER 2021-037.PDF](#)

- 8.II. Adoption of Resolution Number 2021-032 on its Second Reading – Resolution to Approve the Riverfront Midrise Apartment Development Agreement with Teekona Group, Inc.

Documents:

[RESOLUTION NUMBER 2021-032 - SECOND READING.PDF](#)

- 8.III. Approval of Ordinance Number 4515 - (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 2250 E. WASHINGTON STREET IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS). – Special Use to allow for the outdoor parking and storage of vehicles for operation of a U-Haul rental facility.

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

Documents:

[ORDINANCE NUMBER 4515.PDF](#)

- 8.IV. Approval of Ordinance Number 4516 - (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 400 CIMMERON DRIVE IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS). – Special Use for an oversized accessory building on their property zoned "C, Conservation and Residential Estate District".

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

Documents:

[ORDINANCE NUMBER 4516.PDF](#)

- 8.V. Approval of Ordinance Number 4517 - (AN ORDINANCE AUTHORIZING AN ADDITIONAL SPECIAL USE FOR PROPERTY LOCATED AT 400 CIMMERON DRIVE IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS). – Special Use to allow the keeping of certain livestock, being horses, on their property zoned "C, Conservation and Residential Estate District".

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

Documents:

[ORDINANCE NUMBER 4517.PDF](#)

- 8.VI. Approval of Ordinance Number 4514 - (AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA 2019A IN THE CITY OF EAST PEORIA AND APPROVING SPECIAL SERVICE AREA 2019A PROJECT TO IMPROVE ACCESS ROAD 6, THE FUNDING OF ROAD IMPROVEMENTS TO ACCESS

ROAD 6, AND THE LEVYING OF PROPERTY TAX AGAINST THOSE PROPERTIES BENEFITTED BY THE ROAD IMPROVEMENTS).
To be laid on the table for no less than one week for public inspection.

Documents:

[ORDINANCE NUMBER 4514.PDF](#)

9. **COMMISSIONER DECKER:**

10. **COMMISSIONER SUTHERLAND:**

11. **COMMISSIONER MINGUS:**

11.I. Adoption of the Resolution Number 2021-036 – Resolution Authorizing a Temporary Increase in the Number of Firefighters on the East Peoria Fire Department.

Documents:

[RESOLUTION NUMBER 2021-036.PDF](#)

12. **MAYOR KAHL:**

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

14. **COMMENTS FROM COUNCIL:**

14.I. COMMISSIONER DECKER:

14.II. COMMISSIONER HILL:

14.III. COMMISSIONER SUTHERLAND:

14.IV. COMMISSIONER MINGUS:

14.V. MAYOR KAHL:

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

16. **MOTION TO ADJOURN:**

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

City Clerk, Morgan R. Cadwalader
Dated and Posted: August 14, 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**

AUGUST 4, 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.

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

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on July 21, 2020 and the minutes of the Closed Meeting/Executive Session held on July 21, 2020 be approved as printed.

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

Nays: None.

Mayor Kahl declared the motion carried.

Mayor Kahl proclaimed August 2020 as “Duck Race Month” for The Center for Prevention of Abuse.

Mayor Kahl proclaimed Full Support of the 2020 Census.

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.

Mr. Roy Sorce from Sorce Enterprises came up to the podium. He explained that his company has been operating in the area for the last fifty years and that he is seeking the application for cannabis dispensary not only for that operation but to use the money from the cannabis dispensary as a stepping stone to help in the carp processing operation that will help the State of Illinois. He is laying out his plan to ensure that the carp is processed locally. Funding for the carp processing program has been limited to almost nonexistent. He essentially intends to use the cannabis operations to run the carp processing plant. Mr. Sorce explained that he and his team can respond to concerns and questions, and he hopes to be the face of small business that can adapt to change. He asked support from the local agencies to provide funding for this food source. Finally, Mr. Sorce asked that the City approve the current applied for location or work with Sorce Enterprises to find a place along main street that meets the criteria. He explained that the company has handled food for almost fifty years, and it will utilize cannabis dollars to do something good for the state with the Asian carp processing facility.

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

Item Number 1 – Adoption of Resolution Number 2021-035 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 6 in the amount of \$4,146,336.49.

Item Number 2 – Adoption of Ordinance Number 4512 on its Second Reading - (AN ORDINANCE PROVIDING FOR DEDICATION OF RIGHT-OF-WAY FOR CITY PROPERTY ADJACENT TO HIGHVIEW ROAD).

Item Number 3 – Adoption of Ordinance Number 4510 on its Second Reading - (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).

Item Number 4 – Adoption of Resolution Number 2021-030 on its Second Reading – Resolution Accepting Fifth Change Order for City’s Sanitary Sewer System Upgrade Project (Phases A – C Construction Project) (Change Order #5).

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

Nays: None.

Mayor Kahl declared the motion carried.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Items numbered 1 through 4 listed on the Consent Agenda be hereby approved and adopted, the items numbered 2 through 4 having been read once by their title and having laid on the table for no less than one week for public inspection be adopted as presented.

Item Number 1 – Adoption of Resolution Number 2021-035 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 6 in the amount of \$4,146,336.49. (Adopted by omnibus vote)

Item Number 2 – Adoption of Ordinance Number 4512 on its Second Reading - (AN ORDINANCE PROVIDING FOR DEDICATION OF RIGHT-OF-WAY FOR CITY PROPERTY ADJACENT TO HIGHVIEW ROAD). (Adopted by omnibus vote)

Item Number 3 – Adoption of Ordinance Number 4510 on its Second Reading - (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). (Adopted by omnibus vote)

Item Number 4 – Adoption of Resolution Number 2021-030 on its Second Reading – Resolution Accepting Fifth Change Order for City’s Sanitary Sewer System Upgrade Project (Phases A – C Construction Project) (Change Order #5). (Adopted by omnibus vote)

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

Nays: None.

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

Resolution No. 2021-032 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 2021-032, hereto attached, a Resolution to Approve the Riverfront Midrise Apartment Development Agreement with Teekona Group, Inc., be approved. Mr. Mayor, I move you that this Resolution No. 2021-032 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 the agreement which a development agreement dealing with Lot 2 that is between the Embassy Suites and the former Granite City. It is regarding mixed-use development of approximately 142 market rate apartments along with other amenities complementary to the development and its residents. This agreement assures a quality development and the terms under which it can move forward and be completed by no later than October 31, 2022. The investment made by the developer will not be less than \$13,000,000. The City will offer the land to the project along with a performance-based incentive utilizing only Tax Increment Funded-generated funds from the project.

Commissioner Sutherland commented on former development agreements by previous City Councils and explained that he is in favor of this development agreement. He explained that the City has no money is in the project. The property will be developed and then in a few years the property taxes will be received from the project. He believes that people will be impressed by look of the building.

Mayor Kahl explained that the plans call for residential development that will compliment what was done with the Levee District. He looks forward to the project and believes that it will enhance East Peoria.

Commissioner Decker commented on the property and expressed his excitement with the project.

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

Nays: None.

Mayor Kahl declared the motion carried.

Resolution No. 2021-034 by Commissioner Hill; **RESOLUTION ADDRESSING THE RECOMMENDATION OF THE ZONING BOARD OF APPEALS FOR A SPECIAL USE PERMIT PERTAINING TO AN APPLICATION FOR A CONDITIONAL USE FOR A CANNABIS DISPENSARY**

WHEREAS, Petitioner Roy Sorce of Sorce Enterprises (the “Petitioner”) has submitted an application for a conditional use authorizing a cannabis dispensary on property located at 1501 N. Main Street, East Peoria, Illinois (the “Property”); and

WHEREAS, a public hearing was conducted July 13, 2020, pursuant to duly published notice; and

WHEREAS, the Code of the City of East Peoria (“City Code”) provides that an adult-use cannabis business establishment facility requires approval as a conditional use, and in determining compliance with the City Code, certain standards shall be evaluated for the proposed adult-use cannabis facility based on the entirety of the circumstances affecting the particular Property for which the conditional use is sought in the context of existing and intended future use of the adjacent and nearby properties; and

WHEREAS, the City Code also lists specific considerations that will be considered when reviewing a proposed conditional use, which include (1) the impact of the proposed facility on existing or planned uses located within the vicinity of the subject Property; (2) anticipated parking demand, available private parking supply, and other parking requirements; and (3) anticipated traffic generation in the context of adjacent roadway capacity and access to such roadways; and

WHEREAS, the Zoning Board of Appeals considered the application submitted by the Petitioner and voiced opposition to the proposed conditional use due to the negative impact of the proposed facility on existing uses within the vicinity, concerns over traffic congestion in the vicinity of the Property, as well as concerns related to the availability of parking located at the Property; and

WHEREAS, after consideration of the conditional use application and the criteria for consideration as established by the City Code, the Zoning Board of Appeals voted 4-0 to deny the application for the conditional use authorizing a cannabis dispensary;

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 City Council hereby finds that Petitioner’s application for the proposed cannabis dispensary on the Property does not meet the criteria as set forth in the City Code.

Section 3. The City Council hereby adopts the recommendation by the Zoning Board of Appeals, and the application for the conditional use authorizing a cannabis dispensary located at the Property is denied.

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move that Resolution No. 2021-034 be adopted as presented.

Commissioner Hill explained that this resolution relates to the proposed cannabis dispensary on the property. There was an application for a conditional use on the property and the Zoning Board of Appeals voted to deny the application because the location is not appropriate under the conditions of the conditional use.

Commissioner Decker commented on a previous issue with a medical cannabis facility location that was applied for in East Peoria. He explained that he is not going to go against the Zoning Board of Appeals. He will be voting yes to adopt the recommendation of the Zoning Board of Appeals that denied the conditional use application.

Commissioner Mingus requested that Mr. Sorce to work with Director of Planning and Community Development, Ty Livingston, on finding a location that is proper for a cannabis dispensary.

Mayor Kahl echoed the concerns of the other Councilmembers and requested that he work with Director Livingston to find a location that the Zoning Board of Appeals would recommend for approval.

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

Nays: None.

Mayor Kahl declared the motion carried and Resolution No. 2021-034 be duly adopted as presented.

Resolution No. 2021-033 by Commissioner Hill; **RESOLUTION ESTABLISHING MORATORIUM ON CERTAIN AUTOMOTIVE AND VEHICLE RELATED BUSINESS USES IN THE LEVEE DISTRICT**

WHEREAS, the City Council has previously undertaken the implementation of an East Peoria Downtown Overlay District for the area designated as the Levee District (the “Overlay District”), as well as implementing restrictive covenants on property obtained by the City for the development of the Levee District; and

WHEREAS, the City established the Overlay District and related restrictive covenants as a means to ensure that uses of the property within or adjacent to the Levee District were consistent with the City’s plans and vision for the development of the Levee District; and

WHEREAS, the Department of Planning and Zoning is evaluating potential amendments to the East Peoria Zoning Code to address possible development and uses of properties within or adjacent to the Levee District with regard to automotive and vehicle related businesses located within or adjacent to the area defined by the City as the Levee District (as set forth in the map for the Overlay District); and

WHEREAS, it is in the best interests of the City to place a moratorium on the issuance of any special uses or building permits for automotive and vehicle related businesses seeking to locate in the Levee District (as set forth in the map for the Overlay District);

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

Section 1. A moratorium is hereby declared and established on the issuance of any zoning or special use permits or building permits, or any other permits of any nature whatsoever which would allow the use or construction of an automotive and vehicle related businesses within the Levee District (as defined and set forth in the map for the East Peoria Downtown Overlay District).

Section 2. The moratorium declared by this Resolution shall expire March 1, 2021, unless earlier terminated by action of the City Council.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 2021-033 be adopted as presented.

Commissioner Hill explained that the City pausing the issuance of any zoning or special use permits or buildings permits, or any other permits that would allow the use or construction of an automotive and vehicle related businesses within the Levee District as they are not consistent with strategies in the Levee District. He explained that the City would be looking at the restrictive covenants and how to appropriately look at this type of use in the Levee District. There would be no building permits or special uses for any automotive businesses until the Levee District overlay district is reviewed.

Director Livingston explained that there was an intent to not have automotive businesses in the Levee District and that intent should be consistent with the Levee District Overlay plan. This moratorium only affects new businesses.

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

Nays: Commissioner Sutherland.

Mayor Kahl declared the motion carried and Resolution No. 2021-033 be duly adopted as presented.

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4513 hereto attached, (AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY IN THE POSSESSION OF THE EAST PEORIA POLICE DEPARTMENT) be read at length by the Clerk, and that said Ordinance No. 4513 be accepted on its first reading, and be hereby adopted as presented.

Commissioner Mingus explained that the Police Department is selling vehicles that are no longer useful to the City. This action is to assist in the budget cuts that are the result of the pandemic.

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

Nays: None.

Mayor Kahl declared the motion carried and Ordinance No. 4513 to be duly adopted as presented.

Mayor Kahl stated if there was anyone in the audience who wanted to speak on any items not on the agenda to come to the podium state the matter or matters to be discussed.

Jared Vogel came up to the podium and commented on working to bring businesses to East Peoria. He explained that he moved his family from San Francisco back to East Peoria to become business partners with Mr. Roy Sorce. He feels that the City should have a vested interest in assisting Mr. Sorce and give Mr. Sorce chances to get the Asian Carp business going. Mayor Kahl commented on the Zoning Board of Appeals process.

Jeff Ball came up to the podium and inquired as to how a Dollar General is coming to the City. Mayor Kahl explained that in February a resident reached out to him to say that she reached out to the property owner Mr. Waldschmidt who said that he was selling the property to Dollar General to build a store. Mayor Kahl explained the zoning of the property and explained that the property does not require a special use. Mayor Kahl explained that he grew up in the area and the IGA went away. Mr. Ball explained that part of the reason that he built a house in the area he did is because of the look of the neighborhood.

Jeffery McGuire came up to the podium and explained that he lives on Harris Road. He is concerned about traffic in the area. He explained that there have not been accidents; however, he feels that it is only a matter of when accidents will happen. He inquired as to why there is no stop sign at Stoneman Street and Harris Road. There is still traffic construction blocking what appears to be a pothole in the road.

Jared Kumer came up to the podium and voiced his concerns regarding Dollar General. He inquired as to whether building permits been approved. He inquired as to the traffic issues that would go on the property, how the city would handle traffic issues, and whether a liquor license would be approved. It was explained that the City has no legal authority to tell owners of the property that a Dollar General cannot go into that area. Director Livingston has been working with Dollar General to address their concerns and Director Livingston commented on traffic in the area. Mayor Kahl explained that there are regulations regarding liquor licensing and the Liquor Control Commission approves liquor license applications which is done in an open meeting.

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

Motion for closed meeting

Motion by Commissioner Decker, seconded by Commissioner Mingus, Mr. Mayor, I move that a closed meeting or executive session of the city council be held at the conclusion of this regular meeting to discuss the following matter or matters according to exceptions provided in the "Open Meetings Act" and specified as follows:

Section 2(c)(6) – The setting of a price for a sale or lease of property.

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

Nays: None

Mayor Kahl declared the motion carried.

Mayor Kahl then asked for comments from Council.

Commissioner Decker explained that he had not heard about the Dollar General coming to the Springfield Road location until recently. He commented on the traveling Vietnam Wall that is planned for September 2020 to be placed on the Civic Triangle. He explained that many cannot view the wall in Washington, DC and this traveling wall gives people the opportunity to view it. Commissioner Decker explained that they are still accepting donations for the Traveling Vietnam Wall and if there are any question, please reach out to him.

Commissioner Hill commented on the Dollar General. He explained that the project was being pursued back in May 2020.

Commissioner Sutherland commented on the Dollar General and thought the store would go in Groveland rather than East Peoria. He explained that there was structural damage on a building used in the Sewer Department, and it was so badly damaged that it needed to be raised. Commissioner Sutherland commented on the Sewer Upgrade Project. Sewer Treatment Plant 1 will be shut down for construction. There was a plan to make improvements to the building; however, with the structural damage, the building needs to be replaced completely. Commissioner Sutherland commented on good job that Williams Brothers has done on the Sewer Upgrade project so far, and he commented wishing there were not any surprises on the Project.

Commissioner Mingus addressed the Dollar General store planned for Springfield Road. He explained that he cannot say that he would want a Dollar General in that neighborhood. However, the City does not have the ability to tell the owner what to do with the property here. Tomorrow is the car seat check event at the Fire Department. He explained that masks will be required at the event.

Mayor Kahl explained that there is nothing the City could do to prevent the Dollar General store project.

Motion by Commissioner Sutherland, seconded by Commissioner Mingus; Mr. Mayor, I move you that we adjourn until Tuesday evening, August 18, 2020 at 6:00 P.M.

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

Nays: None

Mayor Kahl declared the motion carried and the meeting adjourned at 7:18 P.M.

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

RESOLUTION NO. 2021-037

August 18, 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. 7 BE ALLOWED. MR. MAYOR,
I MOVE THAT THE CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE ORDERS ON
THE TREASURER FOR THE VARIOUS AMOUNTS, TOTALING \$1,383,627.09
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND
 INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-00-0-348	JASON SALMON	REFUND SPECIAL USE PERMIT	150.00
01-01-1-035	TIMES NEWSPAPERS	CHAMBER AD	360.00
01-01-1-100	OFFICE DEPOT	PAPER CLIPS	0.73
01-01-2-014	MILLER HALL & TRIGGS	7/20 RETAINER FEE	1,000.00
		7/20 LEGAL FEES	33,737.25
		7/20 DEMOLITION FEES	2,340.30
01-01-2-069	MILLER HALL & TRIGGS	7/20 RECORDING/FILING FEES	331.80
01-01-2-070	MILLER HALL & TRIGGS	7/20 TRAVEL EXPENSE	68.65
		7/20 OFFICE SUPPLIES/COPIES	30.00
		7/20 POSTAGE	216.25
01-01-4-022	TAZEWELL COUNTY RECORDER	ORDINANCE RECORDING	47.40
01-01-4-100	OFFICE DEPOT	PAPER CLIPS	0.44
01-01-5-100	OFFICE DEPOT	PAPER CLIPS	1.45
		AIR DUSTER, LAMINATE SHEETS	36.68
01-02-0-100	OFFICE DEPOT	PAPER CLIPS	1.09
01-03-0-035	JOURNAL STAR	LEGAL NOTICES	71.76
01-03-0-069	DENNIS SIMMONS	FARMER'S MARKET ENTERTAINMENT	100.00
	BILLY WASHBURN	FARMER'S MARKET ENTERTAINMENT	100.00
01-03-0-100	OFFICE DEPOT	PAPER CLIPS	2.90
01-04-0-070	GRAINGER INC.	PARTS WASHER BASKET	21.78
01-04-0-110	CINTAS CORPORATION	VM UNIFORMS & TOWELS	157.00
		VM UNIFORMS & TOWELS	156.45
01-05-0-019	BAYNARD PLUMBING	PLUMBING INSPECTIONS	58.00
	SAFETY FIRST	LIFE SAFETY INSPECTIONS	750.00
	RICHARD YOUNG	ELECTRICAL INSPECTORS	1,467.00
01-05-0-020	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL	28.00
		PEST CONTROL	40.00
		PEST CONTROL	42.00
01-05-0-045	CONSTELLATION NEW ENERGY	6/20 GAS-CITY BUILDINGS	1,312.54
		7/20 GAS-CITY BUILDINGS	970.16
	FONDULAC LIBRARY	05/27/20-06/25/20 - CP	222.33
		05/27/20-06/25/20 - CH	555.81
		05/27/20-06/25/20 - DELIVERY	970.92
		05/27/20-06/25/20 - CP	48.03
		05/27/20-06/25/20 - CH	120.09
		05/27/20-06/25/20 - DELIVERY	283.32
	CALPINE	6/20 POWER-CITY BUILDINGS	715.82
01-05-0-050	MENARDS-WASHINGTON	BATTERY CHARGER	19.97
01-05-0-051	LOWES HOME IMPROVEMENT	RECESSED LIGHTS	59.82
01-05-0-070	TAZEWELL COUNTY TREASURER	2ND INSTALLMENT-SPRINGFIELD RD	1,733.54
		2ND INSTALLMENT-VICTOR ST	1,343.60
01-05-0-100	OFFICE DEPOT	PAPER CLIPS	3.63
01-05-0-121	THE HOME DEPOT PRO	SANITIZER	58.36
		SANITIZER, SOAP	41.73
		SANITIZER, SOAP	83.46
		BATH TISSUE, LINERS, SOAP	117.15
		LINERS, SANITIZER, PAPER TOWEL	139.13

DATE: 08/14/20
TIME: 14:41:42
ID: AP4430EP.WOW

CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

GENERAL CORPORATE FUND
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-06-0-020	HEART TECHNOLOGIES, INC	SUPPORT CALL	62.50
		BACKUP AGREEMENT	1,650.00
		INTERNET GATEWAY AGREEMENT	450.00
		ADMINS SERVICES	10,450.00
01-06-0-045	COMCAST	MONTHLY CABLE/INTERNET	195.09
	I3 BROADBAND	MONTHLY CABLE/INTERNET	208.12
	OPEN TEXT INC	FAX2MAIL BILLING	100.00
	TOUCHTONE COMMUNICATIONS	7/20 LONG DISTANCE	65.04
01-06-0-047	PTC SELECT	MICROSOFT LICENSING	38,715.00
01-06-0-048	CDS OFFICE TECHNOLOGIES	CH COPY CHARGES	343.37
01-06-0-100	OFFICE DEPOT	PAPER CLIPS	0.72

		DEPARTMENT TOTAL:	102,356.18
			=====

APPROVED FOR PAYMENT BY:

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

POLICE PROTECTION FUND
 INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-018	TAZEWELL COUNTY (ANIMAL)	7/20 ANIMAL CONTROL	2,396.00
03-00-0-020	LEXISNEXIS RISK DATA MNGMT	MONTHLY FEE	150.00
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	68.31
03-00-0-025	AXON ENTERPRISE INC	TRAINING CLASS	299.00
03-00-0-026	RAY O'HERRON CO., INC.	AMMUNITION	1,612.50
		AMMUNITION	1,612.50
03-00-0-035	ONSOLVE, LLC	CODE RED ANNUAL FEE	2,333.33
03-00-0-045	CONSTELLATION NEW ENERGY	6/20 GAS-PD BUILDINGS	769.37
		7/20 GAS-PD BUILDINGS	497.44
	CALPINE	6/20 POWER-PD BUILDINGS	399.03
03-00-0-052	RAY DENNISON CHEVROLET INC.	PARTS	339.43
		PARTS	389.92
		PARTS	409.95
		PARTS	20.50
	GOODYEAR AUTO SERVICE CENTER	OIL CHANGE	22.45
		TIRES, ALIGNMENT, OIL	654.74
		OIL CHANGE	22.45
		OIL CHANGE	22.45
		17-10 OIL CHANGE, TIRES	364.73
	O'REILLY AUTO PARTS	PARTS	237.24
	RED CARPET CAR WASH	7/20 CAR WASHING SERVICES	400.00
03-00-0-053	RAGAN COMMUNICATIONS, INC.	RADIO REPLACEMENT	656.00
		VOTER REPAIR	446.15
03-00-0-070	MISSION LESS LETHAL	PEPPERBALL GUN	2,914.01
	TRANS UNION LLC	BACKGROUND CHECKS	42.84
	THOMAS P. HIGGINS	HEARING FEES	250.00
03-00-0-072	IL STATE POLICE	FINGERPRINTING FEES	28.25
03-00-0-100	OFFICE DEPOT	PENS, TAPE, JOURNAL	114.70
03-00-0-115	AG-LAND FS, INC.	7/20 FUEL	9,850.26
03-00-0-121	THE HOME DEPOT PRO	CLEANING SUPPLIES	83.46
		SUPPLIES	237.43
03-00-0-127	TRITECH FORENSICS INC	GLOVES	137.00
		GLOVES	110.95
		DETECTIVE SUPPLIES	385.58
DEPARTMENT TOTAL:			28,277.97
			=====

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CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

FIRE PROTECTION FUND
 INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-019	EAGLE RECOVERY ASSOCIATES, INC	AMBULANCE COLLECTIONS SERVICE	237.08
	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL-CENT (JUL17)	36.00
		PEST CONTROL-ST3 (JUL17)	34.00
		PEST CONTROL-ST4 (JUL17)	59.00
	WASTE MANAGEMENT	DUMPSTER TIPPING FEE	68.30
04-00-0-025	IL FIRE CHIEFS ASSOC	2019 IFCA CONFERENCE-KNAPP	200.00
04-00-0-035	TAZEWELL CO FIREMENS ASSOC	ANNUAL MABAS DUES	355.00
04-00-0-045	CONSTELLATION NEW ENERGY	6/20 GAS-FD BUILDINGS	769.79
		7/20 GAS-FD BUILDINGS	1,267.13
	CALPINE	6/20 POWER-FD BUILDINGS	873.61
04-00-0-049	ONSOLVE, LLC	CODE RED ANNUAL FEE	2,333.34
04-00-0-050	CONNOR CO CORPORATE OFFICE	AIR CONDITIONER AMP	88.93
	GRAINGER INC.	V-BELT	75.04
	LOWES HOME IMPROVEMENT	CONNECTOR	17.00
		PAINT SUPPLIES	36.97
	SPRINGFIELD ELECTRIC SUPPLY	AC FUSE	7.77
04-00-0-051	Pointcore Inc. Healthcare Tech	LIFEPAK AED MAINTENANCE	1,609.10
	MES-ILLINOIS	SAW AIR FILTER, PRE-WRAP	37.39
		SCBA REPAIRS	560.50
04-00-0-052	UFTRING AUTOMALL	OIL CHANGE - B1	146.95
	E P TIRE & VULCANIZING	TIRE-P1	326.50
	MUTUAL WHEEL COMPANY	EXHAUST PIPE, CLAMPS	235.80
	TRUCK CENTERS INC	MUFFLER REPAIR-P5	968.93
	WAL-MART COMMUNITY	TIRE FOAM	14.28
		CAR WASH, TIRE SHINE, AEROSOL	46.20
04-00-0-053	RAGAN COMMUNICATIONS, INC.	RADIO BATTERIES, SPEAKER MIC	1,586.03
		KNOX BOX REPAIR-E3	113.32
		RADIO BATTERIES	158.45
		RADIO BATTERY RETAINER	100.00
		KNOX BOX INSTALL-P3	215.00
		KNOX BOX INSTALL-E5	215.00
		KNOX BOX INSTALL-P1	215.00
04-00-0-070	LOWES HOME IMPROVEMENT	PROPANE TANK	41.16
	WAL-MART COMMUNITY	SCOURING PADS, DISH DRAINER	58.72
04-00-0-110	MES-ILLINOIS	HAD BADGES	506.58
04-00-0-115	AG-LAND FS, INC.	7/20 FUEL	2,536.80
04-00-0-127	POSITIVE PROMOTIONS	MASKS	3,378.40
04-00-0-128	PRAXAIR DISTRIBUTION INC	OXYGEN	490.50
	BOUND TREE CORPORATION	NEEDLES, AIRWAYS, COLLARS	151.08
		IV FLUSH SYRINGES, MASKS	542.18
		ONDANSETRON	23.41
04-00-0-160	SECRETARY OF STATE	AMBULANCE TITLE	150.00
		DEPARTMENT TOTAL:	20,886.24

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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

SOLID WASTE
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
05-00-0-017	WASTE MANAGEMENT	SOLID WASTE TIPPING FEES	23,098.54
05-00-0-018	MIDWEST FIBER	RECYCLING TIPPING FEES	4,322.45
05-00-0-052	MACK SALES & SERVICE OF MORTON	COOLANT HOSE	19.72
	E P TIRE & VULCANIZING	TIRES	1,048.00
		FLAT REPAIR	53.45
	GRAINGER INC.	ADAPTERS, UNIONS	146.13
	MUTUAL WHEEL COMPANY	VALVE KIT,PURGE KIT,TURBO KIT	137.58
		DRYER	394.46
		DIAPHRAM, UNION	67.68
		UNIONS	47.88
05-00-0-115	AG-LAND FS, INC.	7/20 FUEL	2,798.04

		DEPARTMENT TOTAL:	32,133.93
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CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

STREET & BRIDGE FUND
 INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
11-00-0-020	TRI-COUNTY REGIONAL PLANNING	ROADWAY ASSET MANAGEMENT	335.64
11-00-0-052	MILLER-BATTERIES PLUS	FLASHLIGHT	44.95
	ALTORFER	HEX SCREW	31.12
		U-JOINT KIT	126.42
	CENTRE STATE INTN'L TRUCKING	COVER	60.98
	MACK SALES & SERVICE OF MORTON	BLADES	277.44
		O-RINGS, HYDRAULIC PUMP	1,252.30
	E P TIRE & VULCANIZING	TIRE REPAIR	523.90
	MUTUAL WHEEL COMPANY	SEAL CLAMP	20.96
	BROWN EQUIPMENT	STREET SWEEPER RADIATOR	4,715.82
	RAGAN COMMUNICATIONS, INC.	ADAPTER	14.70
11-00-0-054	LASER ELECTRIC INC	IL40 & RIVER	4,509.36
11-00-0-055	ROGERS GROUP, INC	COMMERCIAL RR#3, CA-6	1,920.15
	FOSTER'S INC	COBBLESTONE EROSION CONTROL	384.20
		COBBLESTONE EROSION CONTROL	71.50
	ROANOKE CONCRETE PRODUCTS CO	COBBLESTONE EROSION CONTROL	778.62
11-00-0-061	UNITED RENTALS	ROLLER, UTILITY TRAILER RENTAL	1,845.09
11-00-0-070	LOWES HOME IMPROVEMENT	CORRUGATED PIPE	36.79
		COUPLINGS, PIPE	17.22
	FOSTER'S INC	HERBICIDE, PESTICIDE	349.97
		HERBICIDE, PESTICIDE	508.34
11-00-0-115	AG-LAND FS, INC.	7/20 FUEL	2,448.27
11-00-0-128	CONTECH ENGINEERED SOLUTIONS	FREEDOM TRL EROSION	486.00
11-00-0-129	VITAL SIGNS INC.	STREET SIGNS	317.41
11-00-0-163	TAZEWELL COUNTY ASPHALT CO INC	BITUMINOUS SURFACE	1,229.25
		BITUMINOUS SURFACE	1,572.00
	CASEY TRANSPORTATION SERVICES	TRANSPORT SPRAY PATCH ROCK	984.53
		DEPARTMENT TOTAL:	24,862.93

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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

MUNICIPAL AUDIT FUND
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
12-00-0-013	CLIFTONLARSONALLEN LLP	4/30/20 AUDIT SERVICES	2,000.00
		DEPARTMENT TOTAL:	2,000.00

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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

STREET LIGHTING FUND
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
16-00-0-046	AMEREN ILLINOIS	5/20 STREET LIGHTING	1,268.02
		6/20 STREET LIGHTING	1,311.80
	CALPINE	6/20 POWER-STREET LIGHTING	194.15

		DEPARTMENT TOTAL:	2,773.97
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

EASTSIDE CENTRE
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
21-01-0-033	CONSTELLATION NEW ENERGY	6/20 GAS-ESC	1,183.31
		7/20 GAS-ESC	1,082.15
	CALPINE	6/20 POWER-ESC	905.73
21-01-0-036	CALPINE	6/20 POWER-ESC	16.59
21-01-0-050	LOWES HOME IMPROVEMENT	CEILING TILE	1.90
21-02-0-033	CONSTELLATION NEW ENERGY	7/20 GAS-ESC	1,082.15
	CALPINE	6/20 POWER-ESC	905.73
21-02-0-036	CALPINE	6/20 POWER-ESC	16.59
21-03-0-030	CALPINE	6/20 POWER-ESC	214.02
21-03-0-032	CALPINE	6/20 POWER-ESC	288.58
21-03-0-034	CALPINE	6/20 POWER-ESC	66.51
21-03-0-035	CALPINE	6/20 POWER-ESC	145.31
21-03-0-036	CALPINE	6/20 POWER-ESC	16.58
		6/20 POWER-FOL	197.50
21-03-0-050	LOWES HOME IMPROVEMENT	CEILING PANEL, CAULK	47.00
		WALL PLATES	57.07
		PAINT SUPPLIES	57.88
21-03-0-152	AG-LAND FS, INC.	7/20 FUEL	388.90
		GROUND MAINTENANCE CHEMICALS	1,599.14
	LOWES HOME IMPROVEMENT	LUMBER, TAPE MEASURE	56.17
		PAINT SUPPLIES	39.68
21-03-0-201	MORTON COMMUNITY BANK	ESC BACKHOE LOAN INTEREST	45.16
21-03-0-231	MORTON COMMUNITY BANK	ESC BACKHOE LOAN PRINCIPAL	1,530.24

		DEPARTMENT TOTAL:	9,943.89
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

HOTEL-MOTEL TAX
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
23-00-0-073	SPRINGFIELD ELECTRIC SUPPLY	PLUG	88.06
23-00-0-151	CONSTELLATION NEW ENERGY	6/20 GAS-FOL	362.13
		7/20 GAS-FOL	270.48
	LOWES HOME IMPROVEMENT	WALL LIGHTS, CIRCUIT BREAKER	150.66
		FASCIA, CAULK	27.37
	MENARDS-WASHINGTON	SOFFIT, FASCIA, ROOF PANEL	351.27
		TICKET BOOTH REPAIR	236.14
		CORNER TRIM	13.99
23-00-0-152	AG-LAND FS, INC.	FIELD MAINTENANCE SUPPLIES	825.20
	LOWES HOME IMPROVEMENT	BOX FAN	39.86
23-00-0-153	AG-LAND FS, INC.	7/20 FUEL	388.90
		GROUND MAINTENANCE CHEMICALS	773.93
	LOWES HOME IMPROVEMENT	BAR & CHAIN OIL	12.34
		CONCRETE MIX	33.28
		MULCH	19.00
		CONSTRUCTION ADHESIVE	22.74

		DEPARTMENT TOTAL:	3,615.35
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

CAMP STREET TIF
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
25-00-0-014	MILLER HALL & TRIGGS	7/20 CAMP ST LEGAL TIF	6,625.40
25-00-0-070	AMALGAMATED BANK OF CHICAGO	2010-A ADMIN FEES	350.00
		2012-A ADMIN FEES	475.00
25-00-0-073	TAZEWELL COUNTY TREASURER	2ND INSTALLMENT-BASS PRO	219,068.87
		2ND INSTALLMENT-BASS PRO	169.84
25-00-0-201	MORTON COMMUNITY BANK	STEAK N SHAKE LOAN INTEREST	2,804.53
25-00-0-231	MORTON COMMUNITY BANK	STEAK N SHAKE LOAN PRINCIPAL	29,088.06

		DEPARTMENT TOTAL:	258,581.70
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

W. WASHINGTON ST TIF
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
26-00-0-070	AMALGAMATED BANK OF CHICAGO	2012-B ADMIN FEES	475.00
		2012-C ADMIN FEES	475.00
		2012-D ADMIN FEES	475.00
26-00-0-199	CULLINAN PROPERTIES LTD	DOWNTOWN SALES TAX INCENTIVE	104,577.70
		DEPARTMENT TOTAL:	106,002.70

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CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER
 INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-012	MIDWEST ENGINEERING ASSOC	IEPA PERMIT	250.00
50-50-0-020	PDC LABORATORIES INC	WATER TESTING	1,168.00
50-50-0-021	L&S LABEL PRINTING	#10 WSR ENVELOPES	182.31
50-50-0-023	QUADIENT FINANCE USA INC	POSTAGE	4,164.58
50-50-0-045	AZAVAR AUDIT SOLUTIONS	TELECOMMUNICATION AUDITS	277.16
50-50-0-047	CONSTELLATION NEW ENERGY	6/20 GAS-WATER	4,339.06
		7/20 GAS-WATER	1,794.91
	CALPINE	6/20 POWER FOR PUMPING	11,104.75
50-50-0-049	ONSOLVE, LLC	CODE RED ANNUAL FEE	2,333.33
50-50-0-050	CRESCENT ELECTRIC SUPPLY	CRIMP TOOL	55.54
	GRAWEY GLASS COMPANY	REKEY-WELL HOUSE	1,076.00
	LOWES HOME IMPROVEMENT	SPRAY PAINT, CONCRETE FIX	25.24
		LUMBER	45.59
		SPRAY PAINT, WATERSEAL	17.07
		BLEACH	7.38
		SPRAY PAINT, SAW BLADES	59.25
50-50-0-051	MENARDS-WASHINGTON	CONDUIT, CAULK, WALL PANEL	147.32
	ALTORFER	ROD END CLIP	0.68
	GRAYBAR ELECTRIC COMPANY	CONDUIT, WASHER, COVER	70.56
	LOWES HOME IMPROVEMENT	BATTERY, FITTINGS	20.37
50-50-0-052	AUTOZONE COMMERCIAL	SPARK PLUG, ACTUATOR	81.94
	UFTRING AUTOMALL	MOTOR ASSEMBLY	48.56
		CLAMP, DUCT	115.10
	CENTRE STATE INTN'L TRUCKING	WATER PUMP KIT	180.27
	E P TIRE & VULCANIZING	FLAT REPAIR	40.00
50-50-0-070	CINTAS CORPORATION	MATS	72.07
50-50-0-100	OFFICE DEPOT	PAPER, TAPE	53.95
		COPY PAPER	89.97
50-50-0-110	ALTORFER	CREDIT	-107.25
		SAFETY GLASSES	102.75
50-50-0-115	AG-LAND FS, INC.	7/20 FUEL	1,399.01
50-50-0-121	SPRINGFIELD ELECTRIC SUPPLY	CONDUIT BODY	5.66
		ELECTRICAL WIRE	35.64
		ELELCTRICAL SUPPLIES	160.83
50-50-0-123	CORE & MAIN	CLAMP	169.94
		CLAMP	145.14
		CURB STOPS, COUPLINGS	2,027.24
		COUPLINGS	88.00
		PLASTIC METER TILE	600.00
		COUPLINGS	661.72
		RISERS, PVC, WRENCH	791.31
		CLAMP, COUPLINGS	380.07
		RISERS	321.10
	ROANOKE CONCRETE PRODUCTS CO	FLOWABLE FILL	425.94
50-50-0-124	HAWKINS INC	AZONE-15	374.40
50-50-0-127	ALTORFER	CREDIT	-190.95
		GAS CAN	45.75

CITY OF EAST PEORIA
 SCHEDULE OF BILLS PAYABLE

WATER & SEWER
 INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-127	ALTORFER	SURVEY FLAGS	43.60
		PAINT	214.08
	HAWKINS INC	AZONE-15, LPC-132	2,116.04
	D.A. HOERR & SONS INC.	TOPSOIL	126.35
		TOPSOIL	227.50
	LOWES HOME IMPROVEMENT	PRY BAR SET	21.84
		FLASHLIGHT	56.94
		TAPE MEASURE, WRENCHES	51.25
50-50-0-160	MILLER-BATTERIES PLUS	BATTERY BACK-UP OUTLET	107.95
50-51-0-035	IL EPA	ANNUAL NPDES FEES	15,000.00
50-51-0-047	CONSTELLATION NEW ENERGY	6/20 GAS-SEWER	14,686.79
		7/20 GAS-SEWER	7,583.15
	CALPINE	6/20 POWER FOR PUMPING	13,799.40
50-51-0-052	AUTOZONE COMMERCIAL	RETURN-TIE ROD ENDS	-54.02
		BRAKE PADS, ROTORS	129.99
	ALTORFER	SERVICE-PLANT 1	1,889.00
		SERVICE-EASTGATE	888.00
		SERVICE-PLANT 1	1,324.00
	MUTUAL WHEEL COMPANY	U JOINT	93.29
50-51-0-055	ALTORFER	CREDIT	-460.00
50-51-0-087	TAZEWELL COUNTY LANDFILL	SLUDGE PROCESSING	1,648.56
50-51-0-092	ALTORFER	CREDIT	-803.24
		CREDIT	-460.00
50-51-0-102	PDC LABORATORIES INC	TESTING SUPPLIES	837.10
	WAL-MART COMMUNITY	WATER, LIQUID CHOLIRNE, WIPES	22.79
50-51-0-127	MILLER-BATTERIES PLUS	BATTERIES	6.51
	HAWKINS INC	AZONE-15, SODIUM BISULFITE	2,607.79
		ZETAG	3,718.23
		AZONE-15	2,376.00
		AZONE-15, SODIUM BISULFITE	1,419.79
		AZONE-15	2,376.00
50-53-0-092	ALTORFER	CREDIT	-821.00
		CREDIT	-821.00
50-53-0-110	PARKER DAY	BOOT REIMBURSEMENT	76.67
50-53-0-115	AG-LAND FS, INC.	7/20 FUEL	349.75
50-53-0-127	BESSLER WELDING INC	FABRICATION	282.85
	ALTORFER	RAIN PANTS, SHOVEL	167.03
	MATHIS-KELLEY	DISCHARGE HOSE	350.15
50-56-0-160	CONCENTRIC INTEGRATION LLC	SUPPORT SERVICES	1,660.00
50-56-0-170	BRAD BOULTON	CONSULTING FEES	4,496.36
	FARNSWORTH GROUP	WWTP UPGRADE	49,572.25
50-57-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	19,772.48
		ERI LOAN INTEREST	1,126.93
DEPARTMENT TOTAL:			183,064.41

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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

WATER & SEWER
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

MOTOR FUEL TAX
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
75-00-0-163	MIDSTATE ASPHALT REPAIR, INC	CRS-2, CA-16	2,676.75
		DEPARTMENT TOTAL:	2,676.75

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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

RIVERBOAT GAMING TAX FUND
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
80-00-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	21,871.33
		ERI LOAN INTEREST	1,246.55
80-01-0-025	PTC SELECT	LAPTOPS	5,575.00

		DEPARTMENT TOTAL:	28,692.88
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

PAYROLL HOLDING ACCTS
INVOICES DUE ON/BEFORE 08/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
99-99-9-998	WAGES PAID	08/15/20 GF PAYROLL	503,299.62
		08/15/20 WS PAYROLL	74,458.57

		DEPARTMENT TOTAL:	577,758.19
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CITY OF EAST PEORIA
SCHEDULE OF BILLS PAYABLE

FINAL TOTALS
INVOICES DUE ON/BEFORE 08/15/2020

GENERAL CORPORATE FUND	102,356.18
POLICE PROTECTION FUND	28,277.97
FIRE PROTECTION FUND	20,886.24
SOLID WASTE	32,133.93
STREET & BRIDGE FUND	24,862.93
MUNICIPAL AUDIT FUND	2,000.00
STREET LIGHTING FUND	2,773.97
EASTSIDE CENTRE	9,943.89
HOTEL-MOTEL TAX	3,615.35
CAMP STREET TIF	258,581.70
W. WASHINGTON ST TIF	106,002.70
WATER & SEWER	183,064.41
MOTOR FUEL TAX	2,676.75
RIVERBOAT GAMING TAX FUND	28,692.88
PAYROLL HOLDING ACCTS	577,758.19

GRAND TOTAL	1,383,627.09
	=====



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: July 28, 2020

SUBJECT: Riverfront Midrise Apartment Development Agreement

BACKGROUND:

In January 2019, the City issued an RFP for a number of City-owned parcels seeking interested developers for mixed-use projects. One of the respondents to this RFP was the Teekona Group, represented by Darrell Dunbar.

Over the past year and a half, City Attorney, Dennis Triggs, and myself have met with Darrell regarding a mixed-use development on the riverfront next to the former Granite City location (commonly referred to as Lot 2). To that end, we present the attached development agreement to partner with the Teekona group in the development of approximately 142 market-rate apartments along with other amenities complementary to the development and its residents. This agreement assures a quality development and the terms under which it can move forward and be completed by no later than October 31, 2022. The investment made by the developer will not be less than \$13M. The City will offer the land to the project along with a performance-based incentive utilizing only TIF-generated funds from the project.

RECOMMENDATION: Approval, as presented.

RESOLUTION NO. 2021-032

East Peoria, Illinois

_____, 2020

RESOLUTION BY COMMISSIONER _____

**RESOLUTION TO APPROVE THE
RIVERFRONT MIDRISE APARTMENT DEVELOPMENT AGREEMENT**

WHEREAS, the City of East Peoria (the “City”) has established, amended and expanded its West Washington Street Redevelopment Project Area (the “TIF District”) under authority of the TIF Act (65 ILCS 5/11 – 74.4.1); and

WHEREAS, the City currently owns riverfront property within the TIF District which would serve as a suitable location for a midrise apartment complex consisting of residential apartments, complementary amenities and related parking facility; and

WHEREAS, the Teekona Group, Inc. (the “Developer”) desires to design and construct such a complex on the City owned riverfront property consisting of an upscale midrise apartment complex of approximately 142 fair market residential apartment units in a self-contained urban design inclusive of a fitness center and other amenities commonly found in such a complex; and

WHEREAS, the City and the Developer desire to enter into a development agreement setting forth the terms under which Developer will design and construct the midrise apartment complex on City riverfront property; and

WHEREAS, it is in the best interests of the City to proceed with such development on the terms set forth in the Riverfront Midrise Apartment Development 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 Riverfront Midrise Apartment Development Amendment with Teekona Group, Inc. is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the Riverfront Midrise Apartment Development Amendment, 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 Riverfront Midrise Apartment Development Agreement until such time as an

executed original of the Riverfront Midrise Apartment Development Amendment has been delivered to Teekona Group, Inc.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

RIVERFRONT MIDRISE APARTMENT DEVELOPMENT AGREEMENT

THIS DOWNTOWN MIDRISE APARTMENT DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of August, 2020 by and between the **CITY OF EAST PEORIA, ILLINOIS**, an Illinois municipal corporation (the “City”) and **TEEKONA GROUP, INC.** (“Teekona”), a collaboration of developers, brokers and contractors (“Developer”)

RECITALS

WHEREAS, The City has established, amended and expanded its West Washington Street Redevelopment Project Area (the “TIF District”) under authority of the TIF Act (65 ILCS 5/11 – 74.4.1); and

WHEREAS, The City currently owns riverfront property, commonly known as Lot #2 and more particularly described on Exhibit A attached hereto, within the TIF District which would serve as a suitable location for a midrise apartment complex consisting of residential apartments, complementary amenities and related parking facility; and

WHEREAS, the Developer desires to design and construct such a complex on Lot #2 (sometimes hereinafter “Project Site”); and

WHEREAS, The City and Teekona (collectively the “Parties”) have determined that before they incur additional expense and undertake further due diligence and in order to secure equity investment and financing they should execute this Downtown Midrise Apartment Development Agreement (the “Agreement”) incorporating the terms under which the development will proceed;

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

A. Teekona’s Obligations:

1. **Project.** Teekona shall cause to be built upon Lot #2 an upscale midrise apartment project substantially conforming to the submission it has made to the City and consisting of approximately 142 fair market residential apartment units in a self-contained urban design inclusive of a fitness center and other amenities commonly found in such a complex (hereinafter “Project”).

2. **Construction of Project.** Subject to conditions precedent to Teekona’s performance and the City’s performance of its obligations hereunder, the Developer shall commence construction of the Project within ninety (90) days after conveyance of Lot #2 to the Developer and thereafter proceed with due diligence to complete the Project.

3. **Investment.** Teekona shall invest no less than Thirteen Million Dollars (\$13,000,000) in the project, exclusive of the value of the land and any development fee or charge back.

4. **Commercial Uses.** Subject to the reasonable approval of the City, Teekona may at its discretion incorporate commercial uses compatible with residential apartments into the project.

5. **Quality.** To assure quality, Teekona's building design and specifications shall be subject to the reasonable approval of the City's Design Review Committee, shall conform to all City Code provisions and shall meet the design criteria adopted for the City's Levee District.

6. **Submission and Review of Project Plans and Specifications.** Subject to the terms and conditions of this Agreement, the Developer shall submit the Project Plans and Specifications to the City as soon as reasonably practicable after the same are completed. The City, acting through its Mayor or such other representative of the City as the Mayor may designate, shall within fifteen (15) business days after submission approve or disapprove the Project Plans and Specifications and any subsequent material changes or corrections to the Project Plans and Specifications required to be submitted from time to time. The sole purpose of the review contemplated by this Section is to verify compliance with Sections A.1. and A.3. of this Agreement and this initial approval shall indicate only that the Project presented meets the criteria set forth in these two sections. Any notice from the City stating that the Project Plans and Specifications (or changes or corrections to the Project Plans and Specifications) are disapproved shall state with specificity the modifications which are necessary to comply with this Agreement. If the Project Plans and Specifications are disapproved, they shall be resubmitted by the Developer until approved. The City shall be deemed to have approved any submission to which the City fails to respond within such fifteen (15) business day period. Review of the Project Plans and Specifications for compliance with applicable building codes shall be completed through a separate process which shall be conducted in the manner prescribed by the City Code, but expedited with the City's assistance. The City has reviewed the preliminary site plan and building elevation examples attached as Exhibit B and views such in a favorable light. The City and Developer mutually acknowledge the importance of developing this Project expeditiously. The City and Developer mutually acknowledge that this Project is a high priority and each party will be engaged during the planning and construction phase of this Project and will each utilize commercially reasonable and diligent efforts to ensure that the planning and construction of the Project is commenced and completed timely.

7. **Date of Completion.** Subject to a Delays as hereinafter defined and the City's performance of its obligations hereunder, the Developer shall cause the Date of Completion to be no later than October 31, 2022. "Delay" means "acts of

God” (i.e. fire, earthquake, unforeseen flood), inclement weather to the extent the same is extraordinary and clearly beyond the weather conditions typically experienced in the area of the Project Site) strikes, lockouts, labor troubles, inability to procure permits or materials, failure of power, governmental restrictions, acts, omissions or delays of the City, or reasons of a like nature not Developer’s fault. If Developer is delayed or prevented from performing any of its obligation under this Section A.7. because of Delays, then, except as otherwise specifically provided herein, the period of such Delays shall be deemed added to the time herein provided for the performance of such obligation and Developer shall not be liable for losses or damages caused or resulting from such Delays.

8. **Value Retention.** To assure that all project improvements retain value and the apartments remain high quality residential living options, Teekona shall establish and at all times maintain a repair and replacement reserve to be funded with ongoing deposits on a monthly basis at an annual rate equal to or greater than an average of \$700 per residential unit (\$99,400 annual total). Teekona shall be entitled to withdraw funds from such reserve account to fund capital expenditures and effectuate repairs and replacements required from time to time and may not otherwise access funds from such reserve account. The City will defer to Teekona’s lender(s) to monitor such a reserve account, but any withdrawal or expenditure from the reserve account shall require City’s approval either in an approved annual budget for the project or in response to Teekona’s specific request. The City’s approval cannot be unreasonably denied.

9. **Sale or Assignment of Interest.** In the event Developer chooses to sell its interest in the Project or assign its rights under this Agreement, the City shall have no further obligation under this Agreement unless the City has first consented to the sale or assignment, the purchaser or assignee has contractually committed to the City to perform all of the Developer’s obligations under this Agreement and the City has determined that the purchaser or assignee has the experience and financial ability to perform all of Developer’s obligations under this Agreement

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

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

12. **Prevailing Wages.** Teekona shall assure prevailing wages are paid for all construction work related to the project.

13. **Earnest Money.** Within ten days following execution of the Agreement, Teekona shall pay to the City Ten Thousand Dollars (\$10,000) as non-refundable earnest money and evidence of Teekona's good faith intention to make best efforts to fulfill the financing condition precedent to its performance as set forth Article C. The City shall reimburse the Ten Thousand Dollars (\$10,000) earnest money to Developer, providing Developer is not in default under this Agreement, at such time as the Developer has commenced vertical construction of the Project. For all purposes of this Agreement Developer shall be deemed to have commenced vertical construction of the Project after site preparation has been completed and in the normal course of construction a vertical above ground member has been constructed.

14. **Reconveyance of Project Site.** Should the Developer fail to commence construction of the Project within the time limit established in Section A.2. of this Agreement, which failure continues for more than thirty (30) days after notice thereof by the City to the Developer, the City, as its sole remedy, may elect to require the Developer to reconvey the Project Site to the City at no cost to the City free and clear of all encumbrances other than those encumbrances in existence on the date that the City conveyed the Project Site to the Developer, after which this Agreement shall terminate and be of no further force or effect. If the Developer fails to commence vertical construction of the Project by July 31, 2021, which failure continues for more than thirty (30) days after notice thereof by the City to the Developer, the City, as its sole remedy, may elect to require the Developer to reconvey the Project site to the City at no cost to the City free and clear of all encumbrances other than those encumbrances in existence on the date that the City conveyed the Project Site to the Developer, after which the Agreement shall terminate and be of no further force or effect. If having commenced vertical construction of the Project by July, 31, 2021 the Developer thereafter fails to complete the Project within the time limit established in section A.7. of this Agreement, which failure to continues for more than thirty (30) days after notice thereof by the City to the Developer, the City shall have no further obligation under this Agreement, but in addition to all available remedies at law or in equity as set forth in E.2., shall have the right of first refusal, that is the right but not the obligation, in its sole discretion to purchase the Project Site together with all improvements thereon before title can be transferred to any other purchaser.

15. **Developer's Adherence to General Conditions.** Teekona shall adhere to the General Conditions set forth in Article E.

B. City's Obligations:

1. **Exclusivity Commitment.** The City shall not for a period of one hundred twenty (120) days following execution of this Agreement negotiate with or explore with any developer other than Teekona a project for its riverfront property known as Lot #2.

2. **Conveyance.** The City shall at closing convey to Teekona clear title to all of Lot #2 at no cost to Teekona.

3. **Parking Rights.** The City shall assure Teekona and its tenants and invitees non-exclusive parking rights to the City-owned parking lot on Conference Center Drive.

4. **Enterprise Zone Incentives.** The Developer shall be entitled to all Enterprise Zone Incentives available by virtue of the location of the Project Site within the boundaries of the Enterprise Zone. Any fees payable by the Developer in connection with the Enterprise Zone Incentives shall be paid on or before the date the Project is completed. Developer acknowledges that the real estate tax abatement ordinarily available within the Enterprise Zone is not available within the boundaries of any parcel located within a redevelopment project area created under authority of the TIF Act, including, without limitation, the West Washington Street TIF District. Consequently, the Project is not eligible for a real estate tax abatement as a consequence of the location of the Project Site within the West Washington Street TIF District.

5. **New Market Tax Credits.** The City shall, if requested by the Developer, cooperate with the Developer should the Developer seek New Market Tax Credits in conjunction with the Developer's efforts to secure financing for the Project. The City's commitment to cooperate shall extend to providing information and executing documents as may be required to qualify for New Market Tax Credits, but the City shall not be required to forgo or subordinate any of its rights under this Agreement.

6. **Closing.** At the Closing, the City shall convey the Project Site to the Developer by a recordable warranty deed subject to easements, restrictions and reservations of record approved by the Developer. The City shall convey the Project Site to the Developer in conjunction with the Developer securing the financing necessary to enable Developer to construct the Project. At the Closing, the City shall deliver an owner's or seller's affidavit, non-foreign affidavit, and such other affidavits and instruments as may be requested by the Developer or the Title Insurer, including, without limitation, evidence of the City's authority to execute and deliver this Agreement and such Closing documents. All documents to be delivered by the parties at Closing shall be in form and substance reasonably satisfactory to the City and the Developer. The City shall pay all closing costs that are customarily the responsibility of the Seller of commercial property in Illinois.

The parties shall use commercially reasonable efforts to cause the Closing to occur no later than December 31, 2020.

7. **Title Insurance.** Within thirty (30) days after the date Developer gives the City notice that it has fulfilled the financing contingency set forth in C.1. below, the City shall procure at the City's expense a commitment to issue an owner's policy of title insurance in the amount of One Million Dollars (\$1,000,000) issued by the Title Insurer showing a commitment to insure a fee simple absolute title to the Project Site to be vested in the Developer. Prior to the Closing, the Developer shall deliver notice to the City of any matters in such commitment that are not acceptable to the Developer. After receipt of said notice, the City shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify the Developer of such election prior to the Closing. If the City does elect to endeavor to cure such objections to or defects in title, it shall cure such objections prior to or at the Closing. If the City elects not to cure, or fails to respond to, any objections or defects, then the Developer may either (i) waive such title objections to or defects in title and proceed with Closing or (ii) terminate this Agreement. In the event of termination pursuant to this Section B.6, the parties shall have no further rights or liabilities under this Agreement.

8. **Environmental Conditions.** The City, to the extent such are within the City's possession or control, will provide the Developer with all title, environmental, civil, utility, survey, geotechnical and similar reports that would be of interest to a Developer concerning the Project Site. Developer may also obtain its own third-party reports concerning such matters. The Developer's obligations hereunder shall be contingent on Developer's acceptance or waiver of all matters shown on such reports.

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

10. **Incentives.** Commencing with the receipt of real estate property taxes the first year after the project has been substantially completed and fully assessed and continuing for a total of fifteen (15) years or the expiration of the Camp Street TIF, whichever shall first occur, the City shall reimburse Teekona for eligible project expenditures an amount equal to the real estate property tax increment generated at the site and received by the City subject to the following terms and limitations:

For years 1 through 5 – payments shall not exceed \$400,000 a year.

For years 6 through 10 – payments shall not exceed \$300,000 a year.

Commencing year 11 – payments shall not exceed \$200,000 a year.

11. **City's Adherence to General Conditions.** The City shall adhere to the General Conditions set forth in Article E.

C. Conditions Precedent to Teekona's Performance:

1. **Financing Contingency.** The obligations of the Developer under the terms of this Agreement are contingent upon the Developer securing equity investors and financing on terms and conditions which are generally prevalent in the market place for commercial real estate projects. Developer shall use its best efforts to close on such financing as soon as possible and shall provide all information and financial data reasonably required by any potential lender. In the event the Developer fails to give the City written notification that it has received all required financing or the Developer otherwise fails to give the City written notification that it waives the financing contingency within one hundred twenty (120) days following execution of this Agreement, this Agreement shall terminate and the parties shall have no further obligation hereunder.

2. **City's Performance.** The obligations of the Developer are contingent upon the City conveying title to Lot #2 to the Developer and the City timely curing any default hereunder.

D. Conditions Precedent to City's Performance:

1. **Fulfillment or Waiver of Financing Contingency.** The obligations of the City under the terms of this Agreement are contingent upon the Developer notifying the City that it has received all required financing or the Developer is otherwise waiving the financing contingency. The City's obligations are further contingent upon the City's reasonable satisfaction that the Developer has secured adequate financing to timely complete the Project and that such financing is subject to and does not subordinate the rights of the City hereunder except to the extent that the City expressly agrees to such conditions.

2. **Developer's Performance.** The obligations of the City are contingent upon the Developer timely curing any default hereunder.

E. General Conditions:

1. **Breach and Opportunity to Cure.** Except for a breach of the Developer's obligation to commence construction, which is governed by the terms and conditions of Section A.2 and A.14. of this Agreement, before any failure of any party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and

shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice or in the case of a failure which by its nature takes an excess of thirty (30) days to cure such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with commercially reasonable diligence.

2. **Remedies in the Event of Breach.** In the event of a breach of this Agreement by either party beyond any applicable notice and cure period or in the event either party is adjudicated as bankrupt or makes a general assignment for the benefit of that party's creditors or if a receiver is appointed on account of a party's insolvency, which is not terminated, dismissed or vacated within sixty (60) days after filing, then the non-breaching party may without prejudice to any other right or remedy and after giving fifteen (15) days' written notice to the breaching party, the non-defaulting may take whatever actions at law or in equity are necessary or appropriate to (a) collect any payments due under this Agreement, (b) protect the rights granted to such non-defaulting party under this Agreement, (c) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition), (d) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it, or (e) if prior to Closing, terminate this Agreement. In the event of such termination, the breaching party shall not be entitled to receive any further payments or benefits provided for under the terms of this Agreement. In the event of a breach by the Developer, the City shall be entitled to all available remedies at law or in equity, including specific performance. In the event of a breach by the City, the Developer shall be entitled to all available remedies at law or in equity, including specific performance. If the non-defaulting party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for all such costs and expenses, together with interest at the rate of eight percent (8%) per annum. Notwithstanding anything to the contrary in this Section, the City's rights and remedies upon a breach of the Developer's obligation to commence construction shall be as expressly set forth in Section A-14 of this Agreement.

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

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

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

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

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

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

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

10. **Memorandum.** A memorandum serving as notice of the Agreement shall be filed at the office of the Recorder of Deeds of Tazewell County, Illinois.

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

to the City: City of East Peoria
401 W. Washington Street
East Peoria, IL 61611
Attention: Mayor

with a copy to: Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602
Attention: Dennis R. Triggs

to the Developer:

Teekona Group, Inc.

Attention: Darrell Dunbar

with a copy to:

Attention: _____

CITY OF EAST PEORIA

TEEKONA GROUP, INC.

By _____

John P. Kahl
Its Mayor

By _____

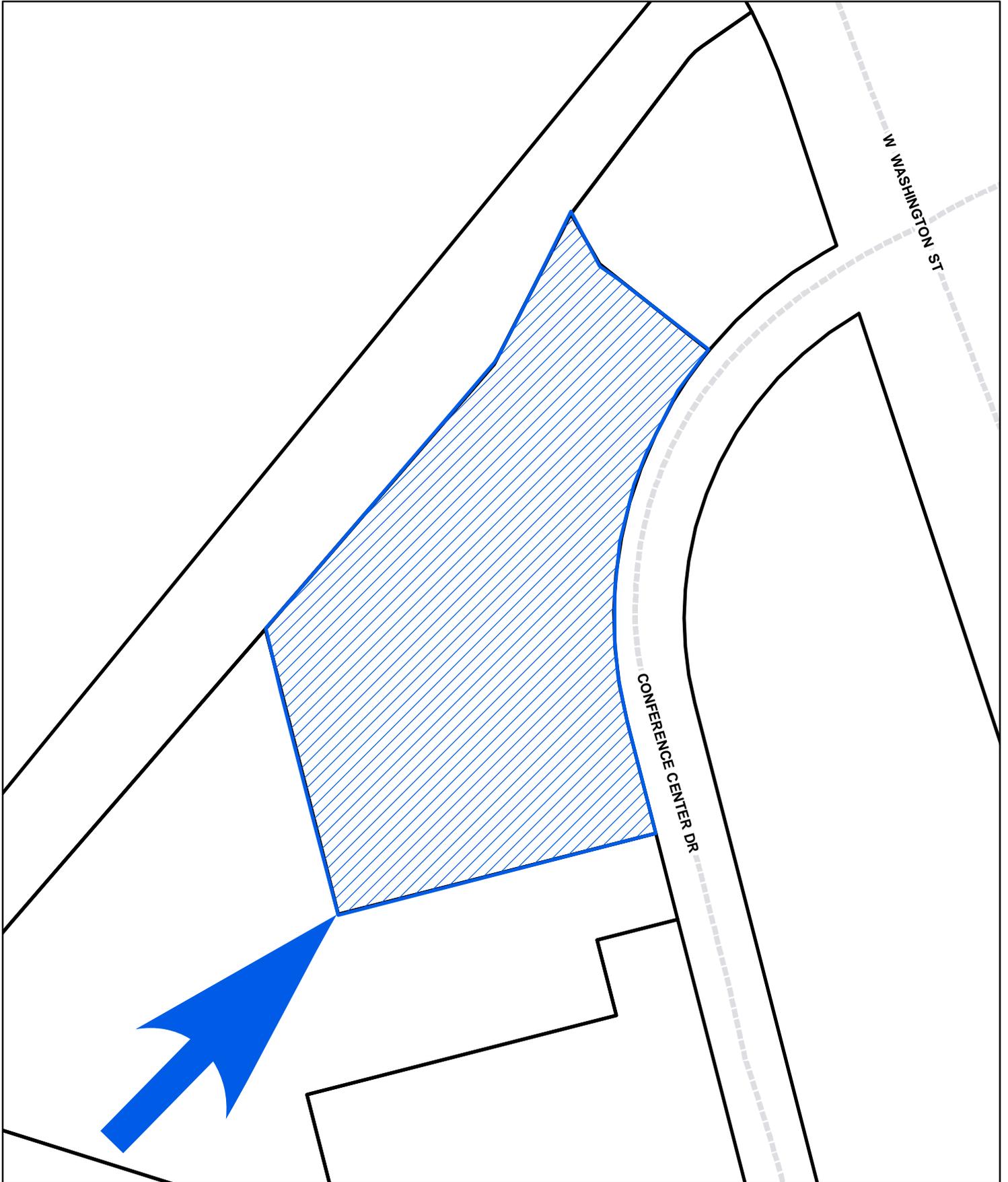
Darrell Dunbar
Its Vice President

Date: _____

Date: _____

Proposed Development Site

P.I.N.: 01-01-29-300-015









3 LEFT-SIDE ELEVATION
 A2-01 1" = 10'-0"



4 RIGHT-SIDE ELEVATION
 A2-01 1" = 10'-0"



2 REAR ELEVATION
 A2-01 1" = 10'-0"



1 FRONT ELEVATION
 A2-01 1" = 10'-0"

Riverview Lofts
 TEEKONA GROUP



TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: August 11, 2020

SUBJECT: Petition of Tony Pham of TC Cab Services LLC for a Special Use to allow for the outdoor storage of vehicles associated with the business located at 2250 E. Washington St.

BACKGROUND:

The petitioner is requesting a Special Use to allow outdoor storage for his cab operation along with the leasing of U-Haul trucks and trailers. Our experience with these operations shows there's very few cabs on-premises but the U-Haul activity is more of the focus as it pertains to the Special Use. The petitioner is seeking approval for 30 vehicles. While this site is larger than our other recent U-Haul petitioner, 30 vehicles at one time – even if it's infrequent – seems like quite a few. Staff recommended not more than 20 but given the size of the parcel and paved lot, the ZBA felt up to 25 was acceptable.

At their meeting, the ZBA voted 4-0 to recommend approval of the Special Use with the conditions – not more than 25 U-Haul vehicles/trailers on site at a time, no large box trucks in front of the building, a new landscaping plan be submitted and installation to be completed by Oct. 1, 2020. Since the meeting, the petitioner has already installed new landscaping and cleaned-up the area around the sign.

RECOMMENDATION: Approval, as presented with the conditions that not more than 25 U-Haul vehicles/trailers be permitted on the site at one time and no box trucks be parked in front of the building.

ORDINANCE NO. 4515

**AN ORDINANCE AUTHORIZING A SPECIAL USE
FOR PROPERTY LOCATED AT 2250 E. WASHINGTON STREET
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

WHEREAS, Tony Pham of TC Cab Services LLC (the "Petitioner") has petitioned for a special use to allow for the outdoor parking and storage of vehicles for operation of a U-Haul rental facility as an additional business operation on property zoned "B-3, Business Service District" and located at 2250 E. Washington Street, as shown and described at "Exhibit A" attached hereto and incorporated herein by reference (which property as so described hereinafter is referred to as the "Property"); and

WHEREAS, the Petitioner currently operates a taxi cab business operation on the Property; and

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

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

Section 1. A Special Use to allow outdoor parking and storage of vehicles for U-Haul rental business operations as part of Petitioner's business operations on the Property is hereby approved.

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

1. Not more than a total of twenty-five (25) vehicles (which includes trailers) shall be parked on the Property at any one time that are being offered for sale or for rental as U-Haul vehicles.

2. No box trucks may be parked on the north side of Property in front of the building on the Property between the building and E. Washington Street.

3. On or before October 1, 2020, Petitioner shall install and complete landscaping adjacent to the building and in the area along E. Washington Street that includes the business sign for the Property in accordance with the landscape plan submitted to and approved by the Director of Planning and Community Development.

4. All landscaping improvements authorized or required by this Ordinance shall be continuously maintained in a manner consistent with the

landscape plan submitted to and approved by the Director of Planning and Community Development as provided herein.

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEVELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

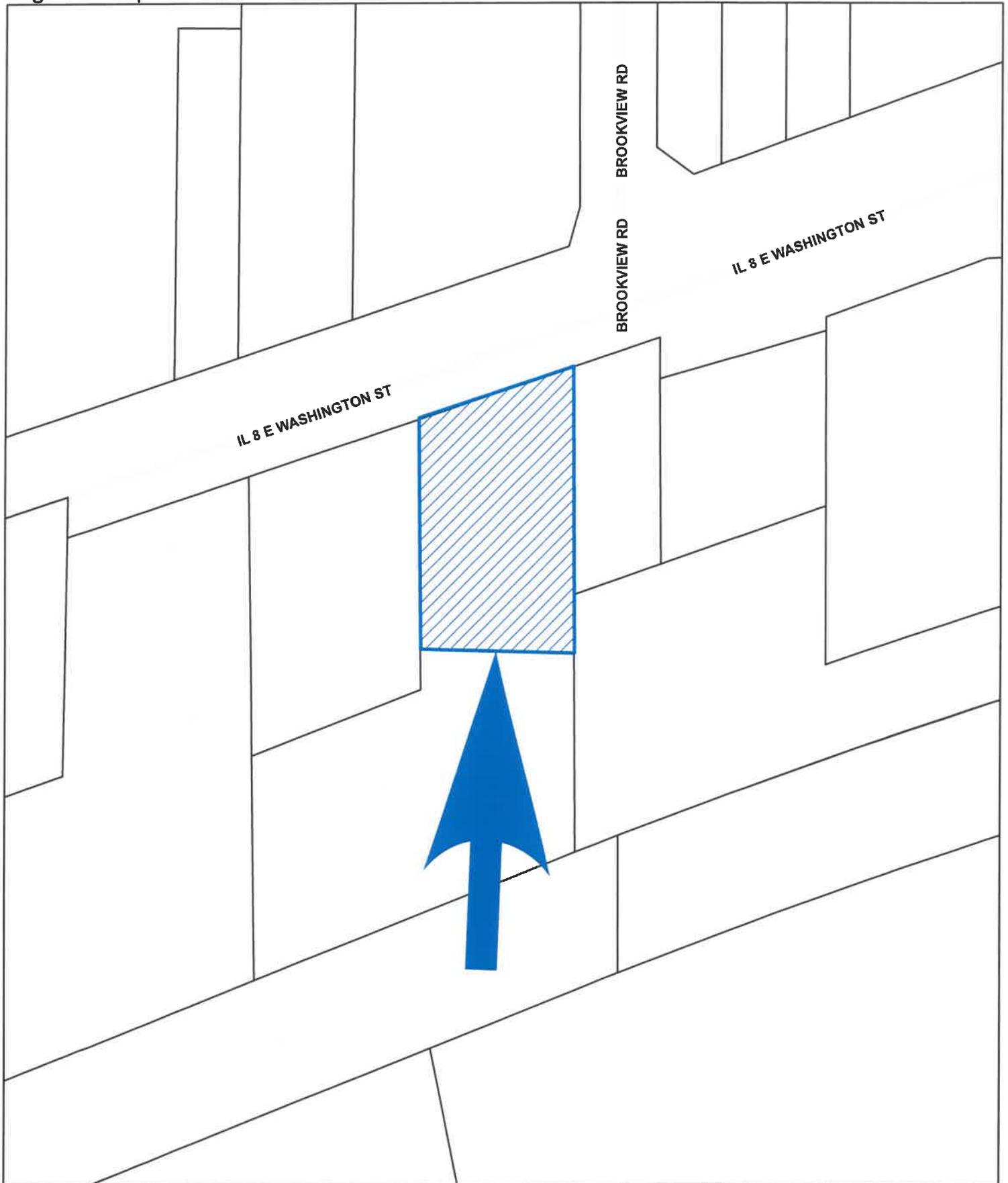
City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A
Map of Property: 2250 E. Washington St., E.Peoria

Legal Description: P.I.N.: 01-01-34-206-006







TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: August 11, 2020

SUBJECT: Petition of Larry and Susan Overcash to allow for the construction of a 2,100 sq.ft. accessory structure in the front yard for property located at 400 Cimмерon Dr.

BACKGROUND:

The petition here is for a larger than permitted accessory structure that will also be constructed between the existing home and the nearest right-of-way. As staff understands, Mr. & Mrs. Overcash propose a high-quality structure (and old “kit” barn that’s been disassembled and structurally reviewed) here to complement their existing residence. Given the size of the property (just under 40 acres) and the placement of this building, there are no concerns regarding negative impacts of the proposal.

At their meeting, the ZBA voted 5-0 to recommend approval of the Special Use.

RECOMMENDATION: Approval, as presented.

ORDINANCE NO. 4516

**AN ORDINANCE AUTHORIZING A SPECIAL USE
FOR PROPERTY LOCATED AT 400 CIMMERON DRIVE
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

WHEREAS, Larry and Susan Overcash (the "Petitioners") have petitioned for a special use for an oversized accessory building on their property zoned "C, Conservation and Residential Estate District" and located at 400 Cimмерon Drive in East Peoria, as shown and described at "Exhibit A", attached hereto and incorporated herein by reference (which property as so described hereinafter referred to as the "Property"); and

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

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

Section 1. A Special Use to allow for placement and construction of an oversized accessory structure (barn) on the Property in the front yard is hereby approved.

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

1. Petitioners shall construct and continuously maintain an oversized accessory structure (barn) on the Property as such structure is shown with the submitted Site Plan ("Exhibit B").
2. The location of the accessory structure (barn) authorized by this Ordinance shall be continuously maintained in accordance with the Petitioners' submitted Site Plan ("Exhibit B").

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWell COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A

Map of Location of Special Use (400 Cimmeron)

Case 20-SU-20
400 Cimmeron Dr.
Larry & Sue Overcash

Exhibit "A"

Legal Description: P.I.N.: 05-05-10-208-004

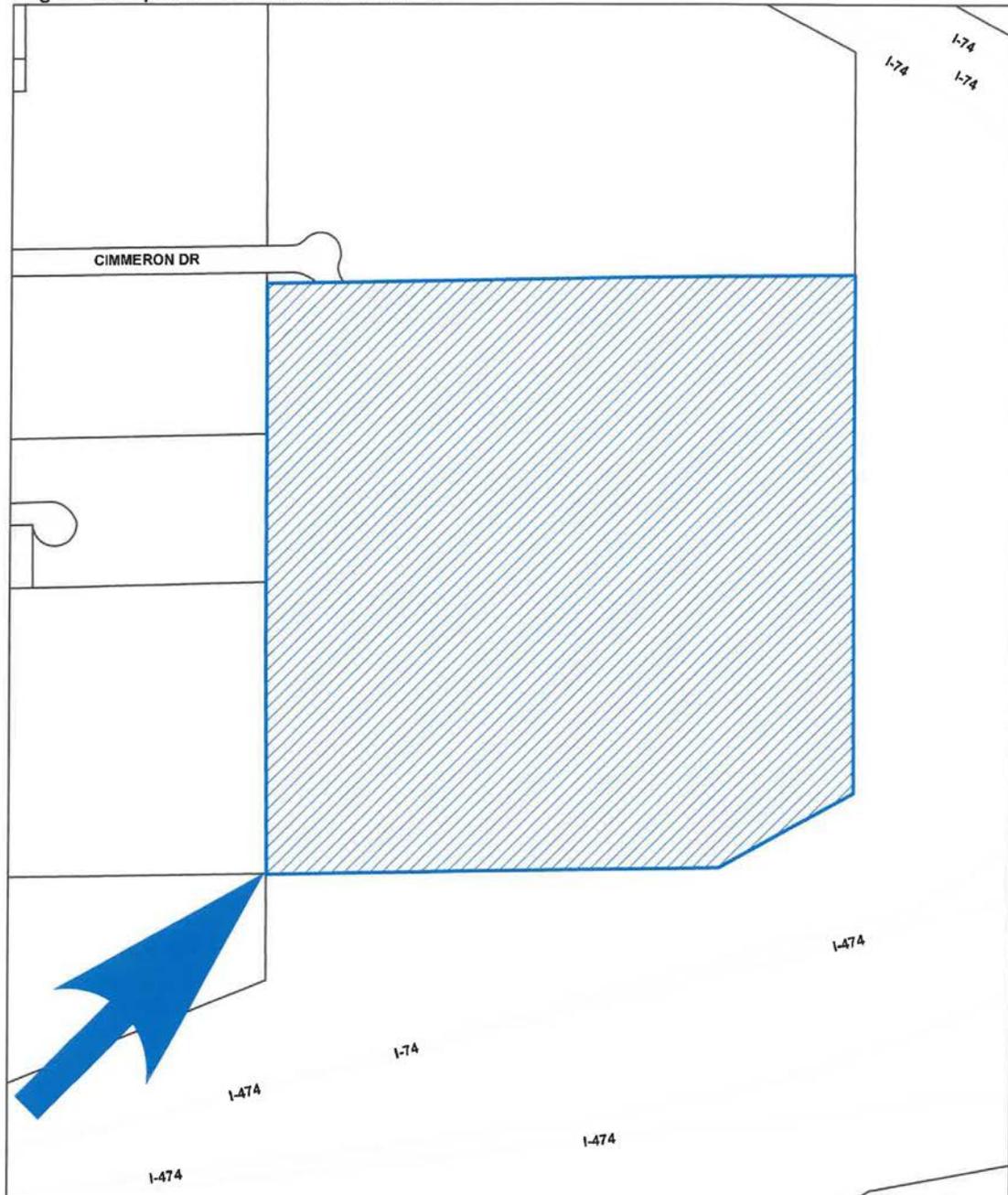


EXHIBIT B

Site Plan for Special Use (400 Cimмерon Drive)







TO: The Honorable Mayor and the City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: August 11, 2020

SUBJECT: Petition of Larry and Susan Overcash for a Special Use to allow for the limited keeping of livestock (horses) on property located at 400 Cimmeron Dr.

BACKGROUND:

The petition here is to allow the keeping of horses on this property. Back in 2013, a Special Use was approved under ordinance #4108 to allow up to 10 horses at a time but it was never acted upon. Staff still supports this request as it's consistent with the intent of the ordinance given the location and limited adjacent development (or potential for it).

At their meeting, the ZBA voted 5-0 to recommend approval of the Special Use with the conditions that not more than six horses be permitted (the petitioner initially asked for 2), all areas where horses are to be kept on the property are at least 200' away from neighboring properties and the petitioners have up to 3 years to enact the Special Use.

RECOMMENDATION: Approval, as presented with the conditions detailed above.

ORDINANCE NO. 4517

**AN ORDINANCE AUTHORIZING AN ADDITIONAL SPECIAL USE
FOR PROPERTY LOCATED AT 400 CIMMERON DRIVE
IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS**

WHEREAS, Larry and Susan Overcash (the "Petitioners") have petitioned for a special use to allow the keeping of certain livestock, being horses, on their property zoned "C, Conservation and Residential Estate District" and located at 400 Cimмерon Drive in East Peoria, as shown and described at "Exhibit A", attached hereto and incorporated herein by reference (which property as so described hereinafter referred to as the "Property"); and

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

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

Section 1. A Special Use to allow the keeping of certain livestock, being horses, on the Property is hereby approved.

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

1. Not more than six (6) horses may be kept, present, housed, or stabled on the Property at any one time.
2. No enclosure containing horses and no structure housing or stabling horses shall be located on the Property within two hundred (200) feet of any neighboring or adjacent properties.
3. Petitioners shall begin the keeping of horses on the Property no later than three (3) years after the date of this Ordinance. If such use is not initiated and continuously maintained within the three-year period after the approval of this Ordinance, the special use granted by this Ordinance shall terminate three (3) years after the date of this Ordinance.
4. Petitioners shall comply with all required provisions regarding the keeping of livestock as a special use on the Property, which includes maintaining all livestock enclosures and structures in a clean and sanitary condition,

preventing the accumulation of manure, and managing odors related to the livestock.

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

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

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

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

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

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A

Map of Location of Special Use (400 Cimмерon Drive)

Case 20-SU-21
400 Cimмерon Dr.
Larry & Sue Overcash

Exhibit "A"

Legal Description: P.I.N.: 05-05-10-208-004

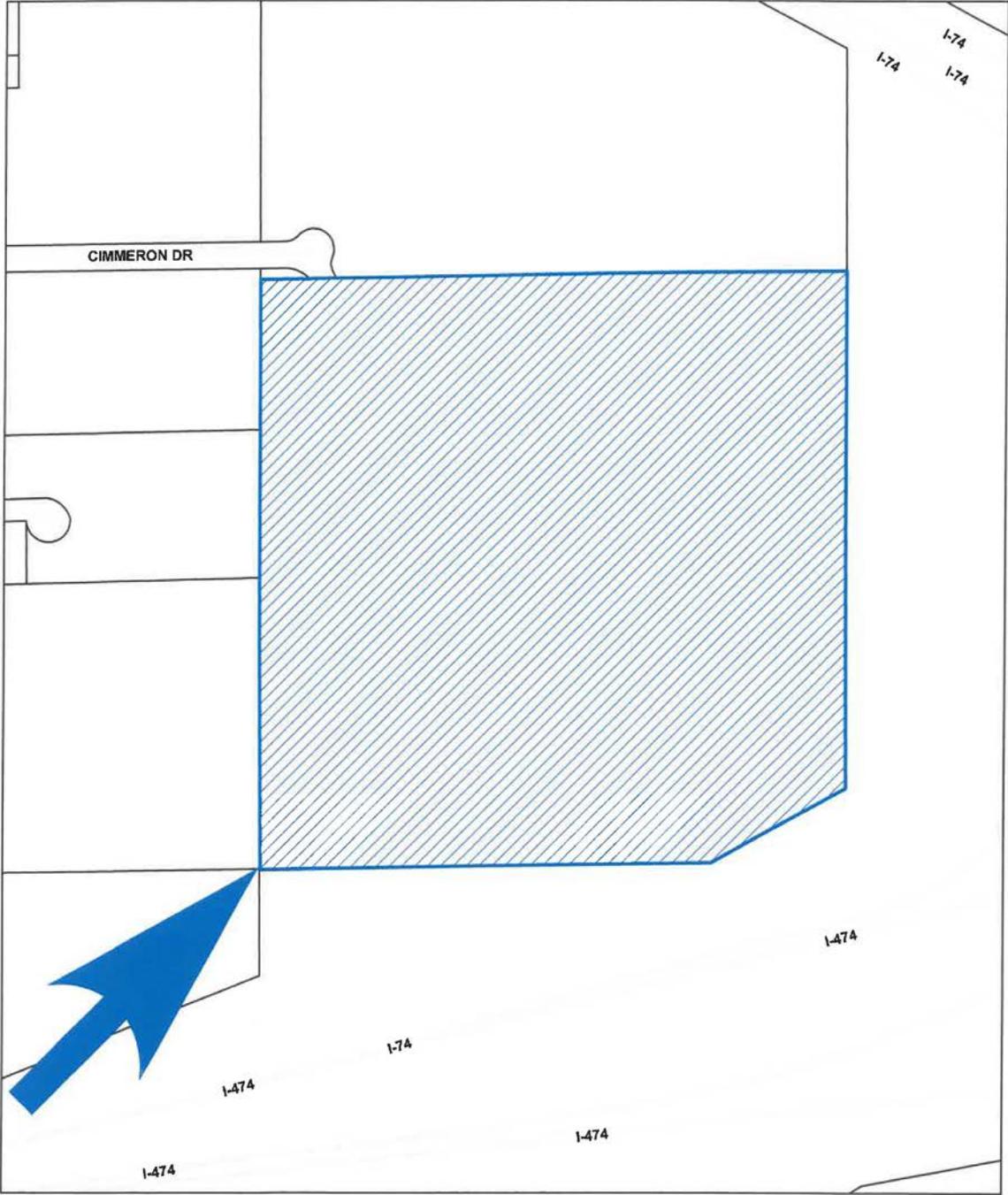
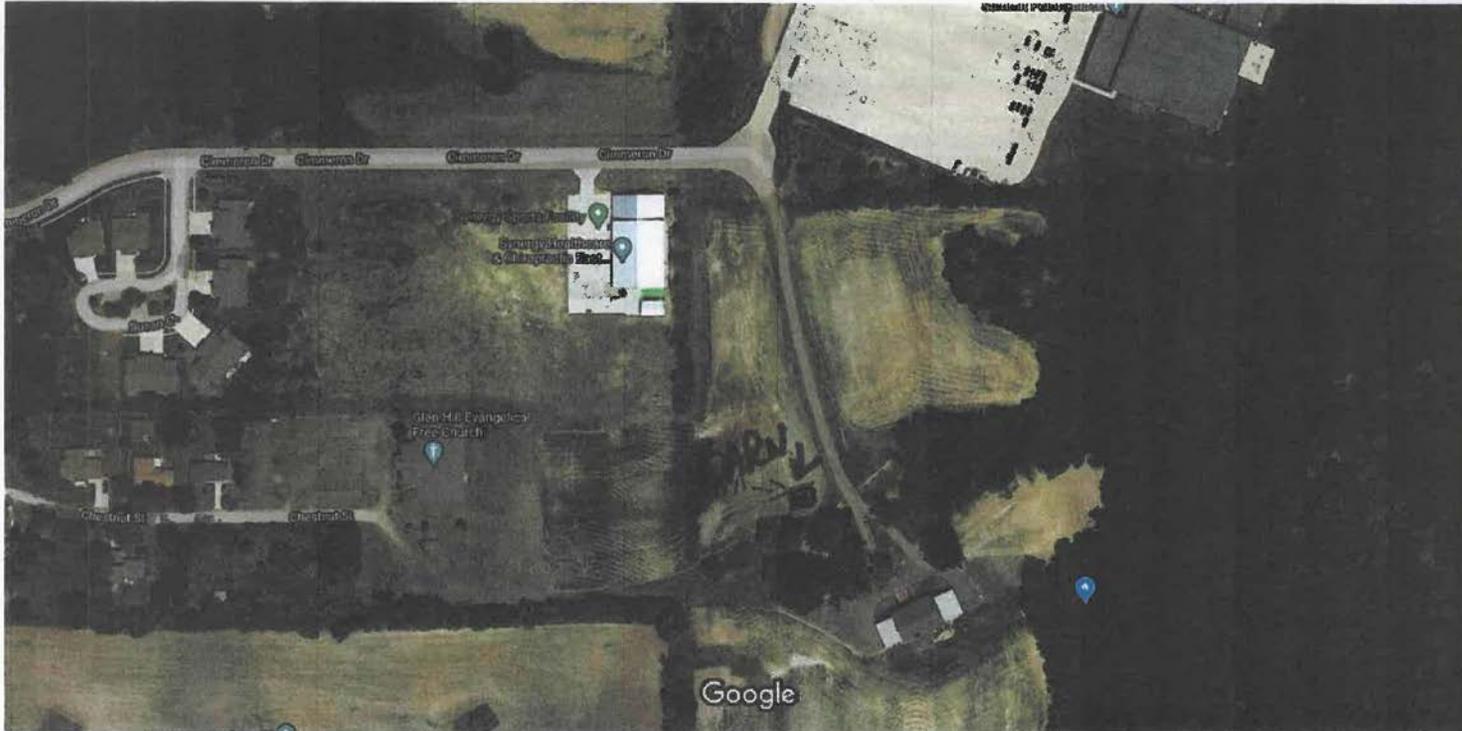


EXHIBIT B

Site Plan for Special Use (400 Cimмерon Drive)

Google Maps



from home to proposed site: 240 ft
from barn to Cimmeron Dr: 430 ft
from barn to neighbor (Synergy): 214 ft

Imagery ©2020 Maxar Technologies, USDA Farm Service Agency, Map data ©2020 100 ft

MEMORANDUM

August 12, 2020

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

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

SUBJECT: Special Service Area 2019A for Access Road 6 Improvements

DISCUSSION:

This Ordinance is being presented again to the Council due in part to the unexpected delay of the construction project for improving Access Road 6 under the special service area process. Additionally, some minor technical revisions and edits to this Ordinance have been made now that the construction project has begun.

As a reminder, the owners of properties and businesses along the northern portion of Access Road 6 off of Illinois Route 116 (N. Main Street) requested that the City undertake the creation of a special service area for financing the needed improvements to Access Road 6. Upon the creation of a special service area for improving Access Road 6, an additional property tax levy will be imposed against their properties, which will be used to pay the debt on the bonds or loan issued for financing the special service project (the improvements to Access Road 6). Thus, the City will not be providing any City funds for completing this construction project, as the property owners will pay all construction costs for this Access Road 6 improvement project, including the related financing costs associated with financing this project through the creation of a special service area.

In September 2019, the City Council approved Ordinance No. 4457, which initiated the process for establishing a special service area for making the proposed road improvements to Access Road 6 (the "SSA"). Additionally, in compliance with the SSA statutes, the City Council held a public hearing on this proposed SSA at the City Council meeting on November 19, 2019. After this holding this public hearing on the proposed SSA, the City was required to wait a minimum of 60 additional days to allow for the filing of a petition objecting to the proposed SSA that could be filed by the property owners in the proposed SSA. The City did not receive any petitions objecting to the proposed SSA from the property owners during this 60-day period after the November 19, 2019, public hearing.

This Ordinance establishes Special Service Area 2019A for making the road improvements to Access Road 6. This Ordinance specifically provides as follows for this SSA: (1) approves the Access Road 6 road improvements as the special services for SSA

2019A; (2) authorizes the levying of a SSA property tax against those properties in SSA 2019A; (3) designates the revenue received from the SSA property tax levy for funding the road improvements to Access Road 6; and (4) authorizes the City to incur debt to finance these road improvements in SSA 2019A. With the delayed start of the construction project for improving Access Road 6, the City Council is now re-approving the proposed SSA to ensure that the City can proceed with obtaining the financing for this SSA project by adopting this Ordinance.

In November 2020, the City will take additional action to both levy the SSA 2019A property taxes against the properties located within SSA 2019A and to enter into a loan or issue bonds for financing the road improvements for Access Road 6. As noted above, the property owners in SSA 2019A will pay the total amount of the debt service for the loan or bonds issued for financing the road improvements to Access Road 6, thereby paying the entire amount of the cost for the road improvements made to Access Road 6 and for the associated financing costs.

RECOMMENDATION:

Approval of this Ordinance to establish Special Service Area 2019A for the road improvements for Access Road 6.

ORDINANCE NO. 4514

**AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA 2019A
IN THE CITY OF EAST PEORIA AND APPROVING SPECIAL SERVICE AREA
2019A PROJECT TO IMPROVE ACCESS ROAD 6, THE FUNDING OF ROAD
IMPROVEMENTS TO ACCESS ROAD 6, AND THE LEVYING OF PROPERTY TAX
AGAINST THOSE PROPERTIES BENEFITTED BY THE ROAD IMPROVEMENTS**

WHEREAS, the City of East Peoria, Tazewell County, is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois (the "City"); and

WHEREAS, pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*), as supplemented and amended from time to time (the "SSA Act"), the City desires to establish a special service area known as Special Service Area 2019A for certain properties within the City that are all located along Access Road 6 off of Illinois Route 116 (North Main Street), as those properties are depicted on Exhibit A attached hereto and incorporated by reference; and

WHEREAS, within Special Service Area 2019A, the City will provide the special services consisting of repairing and improving Access Road 6 off of Illinois Route 116 (North Main Street), which includes the adjacent storm water drainage areas and sewers along Access Road 6, for the benefit of the properties located on Access Road 6 (the "Project"), and the limits of the Project are also shown on Exhibit A; and

WHEREAS, as a result of the creation of this Special Service Area 2019A, it will be necessary for the City to levy a special service area property tax against the properties within Special Service Area 2019A to pay for the costs of said special services herein designated as the Project (the "SSA Tax Levy"); and

WHEREAS, the City intends to impose this SSA Tax Levy on an annual basis over the course of ten (10) years to pay for road improvement special services herein designated as the Project; and

WHEREAS, on September 17, 2019, the City passed Ordinance No. 4457 proposing the establishment of Special Service Area 2019A, the Project for Special Service Area 2019A, the imposition of the SSA Tax Levy, and the issuance of bonds or incurring other indebtedness for financing the Project for Special Service Area 2019A (the "SSA Bonds"); and

WHEREAS, Ordinance No. 4457 also set a public hearing in front of the City Council on November 19, 2019, for reviewing the above-listed matters associated with establishing Special Service Area 2019A, while addressing other procedures connected with establishing Special Service Area 2019A; and

WHEREAS, in accordance with the SSA Act, the City mailed notice of the proposal to establish this Special Service Area and to conduct a public hearing thereon to all persons within the proposed Special Service Area in whose names the general property taxes for the last preceding year were paid, and said notice was mailed at least ten (10) days prior to the date of the public hearing; and

WHEREAS, the City also published notice of this public hearing in a newspaper of general circulation within the City of East Peoria (and serving the properties at issue) not less than fifteen (15) days before the public hearing; and

WHEREAS, the aforementioned Ordinance No. 4457 and notices stated that all interested persons will be given an opportunity to be heard at the public hearing regarding the formation of the proposed Special Service Area, the proposed Project for Special Service Area 2019A, the proposed SSA Tax Levy, and the issuance of SSA Bonds, along with providing notice of the opportunity to file objections to the creation of the Special Service Area, the proposed SSA Tax Levy, and the issuance of SSA Bonds; and

WHEREAS, on November 19, 2019, the City conducted a public hearing on the establishment of Special Service Area 2019A, the proposed Project for Special Service Area 2019A, the proposed imposition of the SSA Tax Levy, and the issuance of SSA Bonds; and

WHEREAS, at the public hearing on November 19, 2019, all persons were heard who sought to provide comment to the City Council regarding the establishment of Special Service Area 2019A, the Project for Special Service Area 2019A, the imposition of the SSA Tax Levy, or the issuance of SSA Bonds; and

WHEREAS, the City received no objections from property owners within the proposed Special Service Area during the sixty (60) day period following the public hearing held on November 19, 2019; and

WHEREAS, the City's creation of Special Service Area 2019A is authorized by the SSA Act, and the Project is hereby found by the City to constitute special services that will uniquely benefit the properties therein; and

WHEREAS, the City Council now desires to establish Special Service Area 2019A pursuant to the terms of this Ordinance, to approve the Project for Special Service Area 2019A, to impose the SSA Tax Levy to pay for the special services rendered by the City, and to issue SSA Bonds for financing the special services in Special Service Area 2019A, hereby finding that the creation of Special Service Area 2019A will serve the public interest, will protect the public health, safety and welfare, and is special in that the properties at issue will otherwise not receive these road improvement services;

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

Section 1. Incorporation of Preambles. The City Council for the City of East Peoria (the “Corporate Authorities”) hereby finds that all of the Recitals contained in the Preambles to this Ordinance are full, true, and correct and do incorporate them into this Ordinance by this reference.

Section 2. Creation of Special Service Area 2019A. The Corporate Authorities hereby establish Special Service Area 2019A. The map identifying the special service area boundaries for Special Service Area 2019A is provided in Exhibit A. The legal descriptions of the properties comprising Special Service Area 2019A are set forth in Exhibit B, attached and incorporated by reference, identified by Permanent Index Number and common street address (the “Properties”). A copy of the notice of the public hearing for Special Service Area 2019A is attached hereto as Exhibit C and incorporated by reference.

Section 3. Approval of SSA 2019 Project. The Corporate Authorities hereby designate that the special services to be rendered by the City within Special Service Area 2019 shall be the Project, and that the Project is hereby approved.

Section 4. SSA Tax Levy. The Corporate Authorities shall levy a special *ad valorem* tax against the Properties in 2020 by a separate and subsequent SSA Tax Levy ordinance, with such *ad valorem* tax being extended against the Properties in 2021. The City intends to levy the total dollar amount of Forty Thousand Dollars (\$40,000.00) plus the applicable interest payment on the SSA Bonds against the Properties for 2020, being Year 1 of the SSA Tax Levy period, with the Tazewell County Treasurer determining the actual assessment against each property on an *ad valorem* basis. The Corporate Authorities hereby designate that SSA Tax Levy shall be imposed for a ten-year period. The annual taxes levied against the Properties in any year during the ten-year SSA Tax Levy period for Special Service Area 2019A shall not exceed an annual rate of 1.50% of the assessed value, as equalized, of the Properties. The SSA Tax Levy shall be in addition to all other taxes levied against the Properties.

Section 5. Funding of SSA Project. The Corporate Authorities hereby designate that the revenues from the SSA Tax Levy shall be used to fund the costs associated with undertaking and completing the Project, including the payment of any debt service for SSA Bonds.

Section 6. Issuance of SSA Bonds. By additional subsequent action of the Corporate Authorities, the City shall issue SSA Bonds for financing the special services (the Project) for Special Service Area 2019A.

Section 7. Superseder; Effective Date. Ordinance No. 4492 is hereby superseded, repealed, and replaced in its entirety by this Ordinance. Further, all other ordinances, resolutions, motions, or orders in conflict with the provisions of the Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall become effective upon its adoption.

Section 8. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 9. The Mayor, with concurrence from the City Attorney and the City's Director of Finance, is authorized to make ministerial changes to this Ordinance after approval to the extent that such changes are required by Tazewell County and provided that such changes do not alter the fundamental terms of Special Service Area 2019A as established by this Ordinance.

Section 10. This Ordinance is hereby ordered to be recorded in the Tazewell County Recorder's Office and filed with the Tazewell County Clerk by the East Peoria City Clerk within sixty (60) days after the adoption and passage of this Ordinance.

Section 11. 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 12. 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 13. 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, TAZEWEILL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT A

MAP OF SPECIAL SERVICE AREA 2019A AND PROJECT

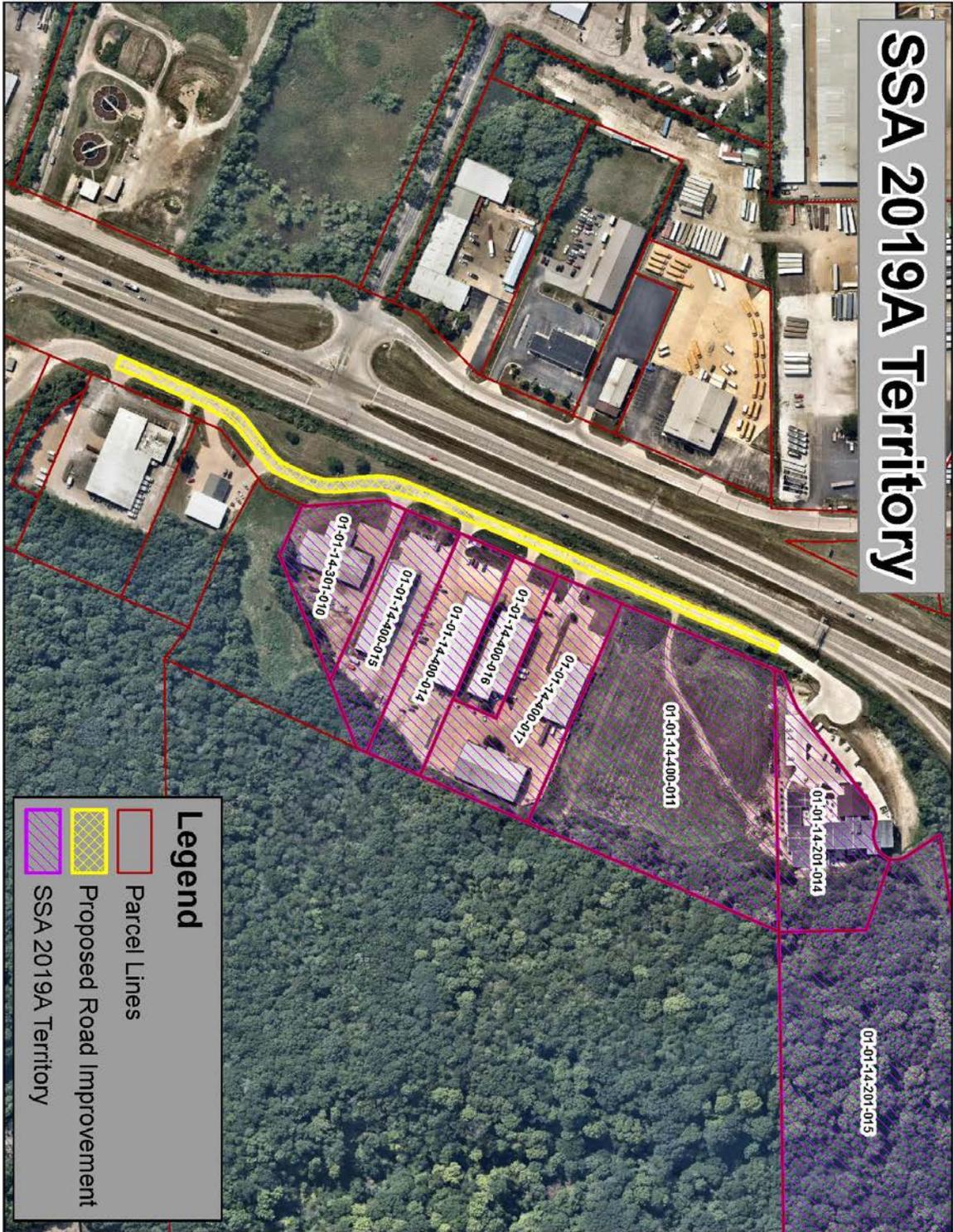


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTIES IN SSA 2019A

Property 1:

PIN 01-01-14-301-010

Street Address: 3700 N. Main Street, East Peoria, Illinois

Legal Description: A part of the South Half of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, more particularly described as follows: Commencing at the center of said Section 14; thence North 89°-28'-00" East along the North line of the Southeast Quarter of said Section 14, 20.39 feet to the point of intersection of said North line with the Easterly right-of-way line of S.B.I. Route 116; thence South 24°-03'-45" West along the Easterly right-of-way line of S.B.I. Route 116, 867.81 feet to the Point of Beginning of the tract to be described; thence South 65°-56'-15" East, 410.38 feet; thence South 69°-03'-45" West, 296.98 feet; thence North 65°-56'-15" West, 120.00 feet to the Easterly right-of-way line of said S.B.I. Route 116 (the following 3 courses are along said Easterly right-of-way line); thence North 24°-03'-45" East, 10.00 feet; thence North 04°-07'-31" West, 170.18 feet; thence North 24°-03'-45" East, 50.00 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Property 2:

PIN 01-01-14-400-011

Street Address: 3800 N. Main Street, East Peoria, Illinois

Legal Description: A part of the South Half of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at the center of said Section 14; thence North 89 degrees 28 minutes East, along the North line of the Southeast Quarter of said Section 14, 20.39 feet to a pipe marking the Place of Beginning of the tract to be described; thence continuing North 89 degrees 28 minutes East, 567.04 feet; thence South 24 degrees 03 minutes 45 seconds West, 590 feet; thence North 65 degrees 56 minutes 15 seconds West, 520 feet to the Easterly right-of-way line of S.B.I. Route 116; thence North 24 degrees 03 minutes 45 seconds East, along said Easterly right-of-way line, 360 feet to the Place of Beginning; situated in Tazewell County, Illinois.

Property 3:

PIN 01-01-14-400-014

Street Address: 3840 N. Main Street, East Peoria, Illinois

Legal Description: Lot 3 of FINAL PLAT of "DAVE LAHOOD'S INDUSTRIAL PARK REVISED", being a Resubdivision of Lots 1 and 2 of "Dave LaHood's Industrial Park", as recorded in Plat Book "OO", pages 251-252 at the Tazewell County Recorder's office,

being part of the Southeast Quarter and Southwest Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, according to the plat thereof recorded July 23, 2003 as Document No. 200300026744 in Plat Book "XX", page 80.

Property 4:

PIN 01-01-14-400-015

Street Address: 3814 N. Main Street, East Peoria, Illinois

Legal Description: Lot 4 of FINAL PLAT of "DAVE LAHOOD'S INDUSTRIAL PARK REVISED", being a Resubdivision of Lots 1 and 2 of "Dave LaHood's Industrial Park", as recorded in Plat Book "OO", pages 251-252 at the Tazewell County Recorder's office, being part of the Southeast Quarter and Southwest Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, according to the plat thereof recorded July 23, 2003 as Document No. 200300026744 in Plat Book "XX", page 80.

Property 5:

PIN 01-01-14-400-016

Street Address: 3850 N. Main Street, East Peoria, Illinois

Legal Description: Lot 6 of FINAL PLAT of "DAVE LAHOOD'S INDUSTRIAL PARK REVISED", being a Resubdivision of Lots 1 and 2 of "Dave LaHood's Industrial Park", as recorded in Plat Book "OO", pages 251-252 at the Tazewell County Recorder's office, being part of the Southeast Quarter and Southwest Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, according to the plat thereof recorded July 23, 2003 as Document No. 200300026744 in Plat Book "XX", page 80.

Property 6:

PIN 01-01-14-400-017

Street Address: 3860-3880 N. Main Street, East Peoria, Illinois

Legal Description: Lot 5 of FINAL PLAT of "DAVE LAHOOD'S INDUSTRIAL PARK REVISED", being a Resubdivision of Lots 1 and 2 of "Dave LaHood's Industrial Park", as recorded in Plat Book "OO", pages 251-252 at the Tazewell County Recorder's office, being part of the Southeast Quarter and Southwest Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, according to the plat thereof recorded July 23, 2003 as Document No. 200300026744 in Plat Book "XX", page 80.

Property 7:

PIN 01-01-14-201-014

Street Address: 4000 N. Main Street, East Peoria, Illinois

Legal Description: LOT 74 and a part of the vacated frontage road extended in VILLENEUVE EXTENSION NO. ONE, a subdivision of part of the Northeast Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, as shown on the Final Plat thereof recorded in Plat Book "GGG", page 143, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 74 as the point of beginning of the tract to be described; thence North 00 degrees 58 minutes 12 seconds West, along the East line of said Lot 74, a distance of 188.93 feet; thence North 71 degrees 08 minutes 24 seconds West, along the Northeasterly line of said Lot 74 and the extension thereof, a distance of 213.14 feet; thence in a Southwesterly direction, along a curve to the left, having a radius of 650.41 feet, for an arc distance of 220.10 feet; thence South 52 degrees 40 minutes 37 seconds West, a distance of 41.67 feet to a point on the East right of way line of the frontage road extended; thence in a Southwesterly direction, along the East right of way line of the frontage road extended, along a curve to the right, having a radius of 55.00 feet, for an arc distance of 102.41 feet; thence in a Southwesterly direction, along the East right of way line of the frontage road extended, along a curve to the left, having a radius of 35.00 feet, for an arc distance of 41.42 feet; thence South 34 degrees 38 minutes 54 seconds West, along the East right of way line of the frontage road extended, a distance of 8.71 feet to a point on the Easterly right of way line of Illinois Route 116; thence South 23 degrees 39 minutes 02 seconds West, along the Easterly right of way line of Illinois Route 116, a distance of 66.97 feet to the Southwest corner of said Lot 74; thence North 89 degrees 01 minute 48 seconds East, along the South line of said Lot 74, a distance of 567.06 feet to the point of beginning, said tract being shown as "Tract 1" on the Tract Plat dated November 25, 2014, done by Zumwalt & Associates, Inc., and recorded in Plat Book LLL, page 112, as Document No. 201400019936; situated in TAZEWELL COUNTY, ILLINOIS.

Property 8:

PIN 01-01-14-201-015

Street Address: Illinois Route 116 (4000 N. Main Street), East Peoria, Illinois

Legal Description: LOT 75 and a part of the vacated frontage road extended in VILLENEUVE EXTENSION NO. ONE, a subdivision of part of the Northeast Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, as shown on the Final Plat thereof recorded in Plat Book "GGG", page 143, and being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 75 as the point of beginning of the tract to be described; thence South 89 degrees 01 minute 48 seconds West, along the

South line of said Lot 75, a distance of 1942.72 feet to the Southeast corner of Lot 74 of said Villeneuve Extension No. One; thence North 00 degrees 58 minutes 12 seconds West, along the East line of said Lot 74, a distance of 188.93 feet; thence North 71 degrees 08 minutes 24 seconds West, along the Northeasterly line of said Lot 74 and the extension thereof, a distance of 213.14 feet; thence in a Southwesterly direction, along a curve to the left, having a radius of 650.41 feet, for an arc distance of 220.10 feet; thence South 52 degrees 40 minutes 37 seconds West, a distance of 41.67 feet to a point on the East right of way line of the frontage road extended; thence in a Northwesterly direction, along the Easterly right of way line of the frontage road extended, along a curve to the left, having a radius of 55.00 feet, for an arc distance of 59.15 feet to a point on the Southeasterly right of way line of U.S. Route 24 and the Northwesterly line of said Villeneuve Extension No. One; thence North 53 degrees 49 minutes 01 second East, along the Southeasterly right of way of U.S. Route 24 and the Northwesterly line of said Villeneuve Extension No. One, a distance of 284.35 feet; thence North 82 degrees 40 minutes 05 seconds East, along the Southeasterly right of way line of U.S. Route 24 and the Northwesterly line of said Villeneuve Extension No. One, a distance of 364.68 feet; thence North 63 degrees 13 minutes 05 seconds East, along the Southeasterly right of way line of U.S. Route 24 and the Northwesterly line of said Villeneuve Extension No. One, a distance of 1029.36 feet to the most Northerly corner of said Lot 75; thence South 42 degrees 02 minutes 55 seconds East, along the Easterly line of said Lot 75, a distance of 470.76 feet; thence South 81 degrees 34 minutes 26 seconds East, along the Northeasterly line of said Lot 75, a distance of 755.00 feet; thence South 08 degrees 27 minutes 44 seconds West, along the Easterly line of said Lot 75, a distance of 285.00 feet to the point of beginning, said tract being shown as "Tract 2" on the Tract Plat dated November 25, 2014, done by Zumwalt & Associates, Inc., and recorded in Plat Book LLL, page 112, as Document No. 201400019936, situated in TAZEWELL COUNTY, ILLINOIS.

EXHIBIT C

NOTICE OF PUBLIC HEARING

CITY OF EAST PEORIA

**PROPOSED SPECIAL SERVICE AREA FOR ACCESS ROAD 6
IMPROVEMENT PROJECT**

Notice is hereby given that the Mayor and City Council of the City of East Peoria (the "City") will conduct a public hearing on November 19, 2019, at 6:00 P.M., in the conference room in the Civic Complex adjacent to City Hall, 401 W. Washington Street, East Peoria, Illinois (the "Hearing"), to consider the establishment of a proposed special service area and special service project (designated "Special Service Area 2019A") in the City of East Peoria consisting to the following described property (the SSA Territory):

Legal Description for SSA Territory:

A part of the South Half of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, more particularly described as follows: Commencing at the center of said Section 14; thence North 89°-28'-00" East along the North line of the Southeast Quarter of said Section 14, 20.39 feet to the point of intersection of said North line with the Easterly right-of-way line of S.B.I. Route 116; thence South 24°-03'-45" West along the Easterly right-of-way line of S.B.I. Route 116, 867.81 feet to the Point of Beginning of the tract to be described; thence South 65°-56'-15" East, 410.38 feet; thence South 69°-03'-45" West, 296.98 feet; thence North 65°-56'-15" West, 120.00 feet to the Easterly right-of-way line of said S.B.I. Route 116 (the following 3 courses are along said Easterly right-of-way line); thence North 24°-03'-45" East, 10.00 feet; thence North 04°-07'-31" West, 170.18 feet; thence North 24°-03'-45" East, 50.00 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois;

AND;

A part of the South Half of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, more particularly bounded and described as follows, to-wit: Commencing at the center of said Section 14; thence North 89 degrees 28 minutes East, along the North line of the Southeast Quarter of said Section 14, 20.39 feet to a pipe marking the Place of Beginning of the tract to be described; thence continuing North 89 degrees 28 minutes East, 567.04 feet; thence South 24 degrees 03 minutes 45 seconds West, 590 feet; thence North 65 degrees 56 minutes 15 seconds West, 520 feet to the Easterly right-of-way line of S.B.I. Route 116; thence North 24 degrees 03 minutes 45 seconds East, along said Easterly right-of-way line, 360 feet to the Place of Beginning; situated in Tazewell County, Illinois;

AND;

Lots 3, 4, 5, and 6 of FINAL PLAT of "DAVE LAHOOD'S INDUSTRIAL PARK REVISED", being a Resubdivision of Lots 1 and 2 of "Dave LaHood's Industrial Park", as recorded in Plat Book "OO", pages 251-252 at the Tazewell County Recorder's office, being part of the Southeast Quarter and Southwest Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, according to the plat thereof recorded July 23, 2003 as Document No. 200300026744 in Plat Book "XX", page 80;

AND;

LOT 74 and a part of the vacated frontage road extended in VILLENEUVE EXTENSION NO. ONE, a subdivision of part of the Northeast Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, as shown on the Final Plat thereof recorded in Plat Book "GGG", page 143, and being more particularly described as follows: COMMENCING at the Southeast corner of said Lot 74 as the point of beginning of the tract to be described; thence North 00 degrees 58 minutes 12 seconds West, along the East line of said Lot 74, a distance of 188.93 feet; thence North 71 degrees 08 minutes 24 seconds West, along the Northeasterly line of said Lot 74 and the extension thereof, a distance of 213.14 feet; thence in a Southwesterly direction, along a curve to the left, having a radius of 650.41 feet, for an arc distance of 220.10 feet; thence South 52 degrees 40 minutes 37 seconds West, a distance of 41.67 feet to a point on the East right of way line of the frontage road extended; thence in a Southwesterly direction, along the East right of way line of the frontage road extended, along a curve to the right, having a radius of 55.00 feet, for an arc distance of 102.41 feet; thence in a Southwesterly direction, along the East right of way line of the frontage road extended, along a curve to the left, having a radius of 35.00 feet, for an arc distance of 41.42 feet; thence South 34 degrees 38 minutes 54 seconds West, along the East right of way line of the frontage road extended, a distance of 8.71 feet to a point on the Easterly right of way line of Illinois Route 116; thence South 23 degrees 39 minutes 02 seconds West, along the Easterly right of way line of Illinois Route 116, a distance of 66.97 feet to the Southwest corner of said Lot 74; thence North 89 degrees 01 minute 48 seconds East, along the South line of said Lot 74, a distance of 567.06 feet to the point of beginning, said tract being shown as "Tract 1" on the Tract Plat dated November 25, 2014, done by Zumwalt & Associates, Inc., and recorded in Plat Book LLL, page 112, as Document No. 201400019936; situated in TAZEWELL COUNTY, ILLINOIS;

AND;

LOT 75 and a part of the vacated frontage road extended in VILLENEUVE EXTENSION NO. ONE, a subdivision of part of the Northeast Quarter of Section 14, Township 26 North, Range 4 West of the Third Principal Meridian, as shown on the Final Plat thereof recorded in Plat Book "GGG", page 143, and being more particularly described as follows: COMMENCING at the Southeast corner of said Lot 75 as the point of beginning of the tract to be described; thence South 89 degrees 01 minute 48 seconds West, along the South line of said Lot 75, a distance of 1942.72 feet to the Southeast corner of Lot 74 of said Villeneuve Extension No. One; thence North 00 degrees 58 minutes 12 seconds

West, along the East line of said Lot 74, a distance of 188.93 feet; thence North 71 degrees 08 minutes 24 seconds West, along the Northeasterly line of said Lot 74 and the extension thereof, a distance of 213.14 feet; thence in a Southwesterly direction, along a curve to the left, having a radius of 650.41 feet, for an arc distance of 220.10 feet; thence South 52 degrees 40 minutes 37 seconds West, a distance of 41.67 feet to a point on the East right of way line of the frontage road extended; thence in a Northwesterly direction, along the Easterly right of way line of the frontage road extended, along a curve to the left, having a radius of 55.00 feet, for an arc distance of 59.15 feet to a point on the Southeasterly right of way line of U.S. Route 24 and the Northwesterly line of said Villeneuve Extension No. One; thence North 53 degrees 49 minutes 01 second East, along the Southeasterly right of way of U.S. Route 24 and the Northwesterly line of said Villeneuve Extension No. One, a distance of 284.35 feet; thence North 82 degrees 40 minutes 05 seconds East, along the Southeasterly right of way line of U.S. Route 24 and the Northwesterly line of said Villeneuve Extension No. One, a distance of 364.68 feet; thence North 63 degrees 13 minutes 05 seconds East, along the Southeasterly right of way line of U.S. Route 24 and the Northwesterly line of said Villeneuve Extension No. One, a distance of 1029.36 feet to the most Northerly corner of said Lot 75; thence South 42 degrees 02 minutes 55 seconds East, along the Easterly line of said Lot 75, a distance of 470.76 feet; thence South 81 degrees 34 minutes 26 seconds East, along the Northeasterly line of said Lot 75, a distance of 755.00 feet; thence South 08 degrees 27 minutes 44 seconds West, along the Easterly line of said Lot 75, a distance of 285.00 feet to the point of beginning, said tract being shown as "Tract 2" on the Tract Plat dated November 25, 2014, done by Zumwalt & Associates, Inc., and recorded in Plat Book LLL, page 112, as Document No. 201400019936, situated in TAZEWELL COUNTY, ILLINOIS.

Street Addresses and Property Index Numbers (PIN) of Property in SSA Territory:

01-01-14-301-010; 3700 N. Main Street, East Peoria, Illinois
01-01-14-400-011; 3800 N. Main Street, East Peoria, Illinois
01-01-14-400-014; 3840 N. Main Street, East Peoria, Illinois
01-01-14-400-015; 3814 N. Main Street, East Peoria, Illinois
01-01-14-400-016; 3850 N. Main Street, East Peoria, Illinois
01-01-14-400-017; 3860-3880 N. Main Street, East Peoria, Illinois
01-01-14-201-014; 4000 N. Main Street, East Peoria, Illinois
01-01-14-201-015; Illinois Route 116 (4000 N. Main Street), East Peoria, Illinois

An accurate map of the SSA Territory for Special Service Area 2019A is on file in the office of the East Peoria City Clerk and is available for public inspection.

The purpose of the proposed Special Service Area 2019A is to provide for the cost of the special services that comprise the repair and improvement of Access Road 6 and the adjacent storm water drainage areas and sewers along Access Road 6, which may also include the following costs: project contingency, engineering costs, capitalized interest, and costs for establishing SSA and issuing debt; with such total cost of special services estimated not to exceed \$400,000.

RESOLUTION NO. 2021-036

**East Peoria, Illinois
August 18, 2020**

RESOLUTION BY COMMISSIONER _____

**RESOLUTION AUTHORIZING TEMPORARY INCREASE IN THE NUMBER OF
FIREFIGHTERS ON THE EAST PEORIA FIRE DEPARTMENT**

WHEREAS, Title 1, Chapter 5, Section 2.1 of the East Peoria City Code authorizes the City Council to determine from time to time by Resolution the number of individuals to hold each rank on the East Peoria Fire Department; and

WHEREAS, in December 2018, pursuant to Resolution No. 1819-106, the City temporarily increased the number of firefighters on the Fire Department by three to a total of 33 firefighters in an effort to minimize overtime costs in the Fire Department; and

WHEREAS, in accordance with Resolution No. 1819-106, the temporary increase to 33 in the number of firefighters in the Fire Department that was approved in December 2018 will then decrease back down to 30 through attrition of members leaving the Fire Department after April 30, 2020; and

WHEREAS, pursuant to Resolution No. 1920-131 approved in April 2020, the temporary increase in the number of firefighters in the Fire Department to 33 was extended through April 30, 2021; and

WHEREAS, a firefighter is anticipated to move to inactive status in the near future; and

WHEREAS, it is in the best interests of the City of East Peoria to temporarily increase the total number of individuals holding the rank of firefighter in the East Peoria Fire Department by one to 34 until the anticipated change in status of this firefighter; and

WHEREAS, it is in the best interests of the City that after the anticipated change in status with this firefighter in the near future, the total number of firefighters in the Fire Department be reduced by one back to 33, and thereafter the total number of firefighters in the Fire Department be reduced through attrition to 30 after April 30, 2021;

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

Section 1. Effective immediately, the Fire Department of the City of East Peoria shall consist of the following personnel:

- A. One Fire Chief
- B. Three Assistant Fire Chiefs

- C. Nine Lieutenants
- D. Thirty-Four Firefighters
- E. One Paid on Call Firefighter

Section 2. The Fire Chief is hereby authorized and directed to notify the Police and Fire Commission of the temporary increase in firefighters and to request the Police and Fire Commission to undertake the process of appointing a probationary firefighter to fill the position hereby created.

Section 3. Subject to further action by the City Council, effective after the anticipated change in status of the firefighter in the near future, the Fire Department of the City of East Peoria shall consist of the following personnel:

- A. One Fire Chief
- B. Three Assistant Fire Chiefs
- C. Nine Lieutenants
- D. Thirty-Three Firefighters
- E. One Paid on Call Firefighter

Section 4. Subject to further action by the City Council, effective on April 30, 2021, pursuant to Resolution No. 1920-131, the Fire Department of the City of East Peoria shall consist of the following personnel upon attrition to the staffing levels established in this Resolution:

- A. One Fire Chief
- B. Three Assistant Fire Chiefs
- C. Nine Lieutenants
- D. Thirty Firefighters
- E. One Paid on Call Firefighter

APPROVED:

Mayor

ATTEST:

City Clerk