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
OCTOBER 15, 2019
6:00 P.M.

DATE: OCTOBER 15, 2019
TIME: 6:00 P.M.

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 October 1, 2019.
       Documents:
       2019.10.01 MINUTES.PDF
6. COMMUNICATIONS:
7. PUBLIC COMMENT: COUNCIL BUSINESS FROM THE AUDIENCE ON AGENDA ITEMS:
8. CONSENT AGENDA ITEMS BY OMNIBUS VOTE:
   (All matters listed under CONSENT AGENDA will be enacted by one motion and one roll call vote. There will not be separate discussion on these items. If discussion is desired by Members of the City Council, the item will be removed from the Consent Agenda and discussed immediately after approval of the Consent Agenda. Citizens desiring discussion on any item listed under the CONSENT AGENDA should contact a City Council Member and request that the item be removed for discussion.)
   Motion to approve the Consent Agenda,
   8.I. Item No. 1 – Adoption of Resolution No. 1920-067 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 11 in the amount of $4,184,784.12.
       Documents:
       RESOLUTION NO. 1920-067.PDF
   8.II. Item No. 2 – Adoption of Resolution No. 1920-063 on its Second Reading – Resolution to Approve Contracts for Access Road 6 Improvement Project.
       Documents:
       RESOLUTION NO. 1920-063 - SECOND READING.PDF
9. ITEMS REMOVED FROM CONSENT AGENDA:
10. COMMISSIONER HILL:
   10.I. Adoption of Ordinance No. 4458 on its Second Reading – (AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $18,225,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2019, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING ALTERNATE REVENUE BONDS OF THE CITY, AUTHORIZING THE EXECUTION OF A BOND ORDER IN CONNECTION THEREWITH, PLEDGING CERTAIN REVENUES OF THE CITY, PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE SAME, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF.)
       Documents:
       ORDINANCE NO. 4458 - SECOND READING.PDF
       To be laid on the table for no less than one week for public inspection.
       Documents:
       RESOLUTION NO. 1920-068.PDF
   10.III. Adoption of Ordinance No. 4460 – (AN ORDINANCE ADDING NEW SECTION 1-8-9 TO THE CITY CODE ESTABLISHING A FUND BALANCE POLICY FOR THE CITY OF EAST PEORIA).
       Documents:
       ORDINANCE NO. 4460.PDF
   10.IV. Adoption of Ordinance No. 4459 – (AN ORDINANCE AMENDING THE RESIDENCY PROVISION OF THE CITY OF EAST PEORIA PERSONNEL POLICY MANUAL).
       Documents:
Adoption of Resolution No. 1920 – Resolution approving a Collective Bargaining Agreement between the City of East Peoria and the International Association of Fire Fighters, Local #1498, for a period beginning May 1, 2019 and terminating on April 30, 2024.

Documents:

RESOLUTION NO. 1920-065 - SECOND READING.PDF

Approval of Resolution No. 1920-066 – Resolution Approving an Intergovernmental Agreement between the City and the County of Tazewell for Animal and Rabies Control Services.

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

Documents:

RESOLUTION NO. 1920-066.PDF

Approval of Resolution No. 1920-069 - Resolution Authorizing and Approving the purchase of Eight (8) 2020 Dodge Durango AWD Police Service Vehicles and the outfitting of such vehicles for the Police Department in the amount of $333,696.

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

Documents:

RESOLUTION NO. 1920-069.PDF

14. MAYOR KAHL:

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

16. COMMENTS FROM COUNCIL:

16.I. COMMISSIONER DECKER:

16.II. COMMISSIONER HILL:

16.III. COMMISSIONER SUTHERLAND:

16.IV. COMMISSIONER MINGUS:

16.V. MAYOR KAHL:

17. MOTION FOR EXECUTIVE SESSION/CLOSED MEETING:

18. MOTION TO ADJOURN:

/S/ Morgan R. Cadwalader
City Clerk, Morgan R. Cadwalader
Dated and Posted: October 11, 2019

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

The invocation was given by Commissioner Hill.

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

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on September 17, 2019 be approved as printed.

Yeas: Commissioner Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried.

Mayor Kahl proclaimed October 6-12, 2019 as “Fire Prevention Week”. Mayor Kahl said the council appreciates what the fire department does for the city.

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

CONSENT AGENDA ITEMS BY OMNIBUS VOTE:

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

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

Item No. 1 – Adoption of Resolution No. 1920-062 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 10 in the amount of $857,030.60.

Item No. 2 – Adoption of Ordinance No. 4455 on its Second Reading - (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 225 EDGEWOOD DRIVE IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS) – to allow for placement of two accessory structures (storage sheds) on the property.

Item No. 3 – Adoption of Resolution No. 1920-060 on its Second Reading - Resolution to Approve Contract for Engineering Services with Midwest Engineering Associates for Camp Street/River Road Signalized Intersection Improvements.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried.

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

Item No. 1 – Adoption of Resolution No. 1920-062 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule No. 10 in the amount of $857,030.60. (Adopted by omnibus vote)

Item No. 2 – Adoption of Ordinance No. 4455 on its Second Reading - (AN ORDINANCE AUTHORIZING A SPECIAL USE FOR PROPERTY LOCATED AT 225 EDGEWOOD DRIVE IN THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS) – to allow for placement of two accessory structures (storage sheds) on the property. (Adopted by omnibus vote)

Item No. 3 – Adoption of Resolution No. 1920-060 on its Second Reading - Resolution to Approve Contract for Engineering Services with Midwest Engineering Associates for Camp Street/River Road Signalized Intersection Improvements. (Adopted by omnibus vote)

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried and the items adopted by omnibus vote designation.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move you that Ordinance No. 4458 hereto attached, (AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $18,225,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2019, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING
ALTERNATE REVENUE BONDS OF THE CITY, AUTHORIZING THE EXECUTION OF A BOND ORDER IN CONNECTION THEREWITH, PLEDGING CERTAIN REVENUES OF THE CITY, PROVIDING FOR THE IMPOSITION OF TAXES TO PAY THE SAME, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE SALE OF SAID BONDS TO THE PURCHASER THEREOF) 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 this is the refunding of existing bonds issued in 2010 and is similar to refinancing a home. The market conditions have improved, and the city will save $1.5 million over the remaining 14 years of the bonds.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried.

Resolution No. 1920-064 by Commissioner Hill; WHEREAS, a vacancy exists on the East Peoria Zoning Board of Appeals as a result of Normian Sales’ resignation; and WHEREAS, the Honorable Mayor John P. Kahl has recommended the appointment of Gina Driscoll to fill the vacancy on the Zoning Board of Appeals;
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS, THAT the appointment by Mayor John P. Kahl of Gina Driscoll to the East Peoria Zoning Board of Appeals to fill the unexpired term ending April 30, 2021, AND THAT THIS RESOLUTION NO.1920-064 BE ADOPTED AS PRESENTED.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 1920-064 be adopted as presented.

Commissioner Hill said Mrs. Driscoll has expressed interest in being more involved in the city and will do a great job on the board. Commissioner Decker and Mayor Kahl both thanked her for offering to serve on the board.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried.

Resolution No. 1920-063 by Commissioner Decker, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-063, hereto attached, a Resolution to Approve Contracts for Access Road 6 Improvement Project, be approved. Mr. Mayor, I move you that this Resolution No. 1920-063 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.

Planning and Community Development Director Ty Livingston explained that this is a unique project with adjacent property owners driving the project. The city is facilitating the Special Service Area and the road project is covered by the SSA and will be split over a 10-year period. The city will make sure any components under the road that need to be removed or replaced will be taken care of this construction season.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried.

Resolution No. 1920-065 by Commissioner Mingus, seconded by Commissioner Hill; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-065, hereto attached, a Resolution approving a Collective Bargaining Agreement between the City of East Peoria and the International Association of Fire Fighters, Local #1498, for a period beginning May 1, 2019 and terminating on April 30, 2024, be approved. Mr. Mayor, I move you that this Resolution No. 1920-065 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Mingus explained this is a five-year agreement. The start date goes back to May 1, 2019 because the previous contract has expired. He said no contract is perfect for either side, but he thinks this one is fair for both sides. The main highlights are that the contract is for five years and has salary increases of 1.5% in the first year, 1.75% in the second and third years, 2% in the fourth year and 2.25% in the fifth year. This an average of 1.85% over the length of the contract. There are some language changes concerning manning and there is a sick time buyout which he thinks will save in overtime costs. He thanked the fire union for negotiating in good faith.

Commissioner Hill said both sides do not get everything they want, but he thinks it is a fair and equitable agreement.

Commissioner Sutherland is concerned about the wages, since the recent Public Works contract called for 1.75% wage increases. His main issue is the contract does not have a residency requirement for the firefighters. He said if people work in the city they should live in the city. He thinks new hires should have a residency requirement. He stated he will not support the contract due to the residency issue.

Mayor Kahl said he thought that a week ago there was an agreement in place everyone could support, but there was a miscommunication which he termed unfortunate. He said he will not support the contract. He agrees with the five-year term and wage increases, saying the union made some concessions to get those items and those were bargained in good faith on both parties’ parts. He said if the fire union contract was a three-year agreement the wage increase would be similar to the wage increase in the Public Works union contract. But he does not support the buyout of sick time.
Commissioner Mingus said a difference with the firefighters’ union and other departments’ unions is that the firefighters are on a seven-year step to full base pay and the other unions are not on that schedule, hitting full base at year three or four. He said it is hard to compare it to the other unions’ contracts without acknowledging the seven-year step.

Yeas: Commissioners Decker, Hill and Mingus.
Nays: Commissioner Sutherland and Mayor Kahl.
Mayor Kahl declared the motion carried.

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

George Herrmann of VFW Post 2078 addressed the council about the VFW Parade which will occur on Nov. 9. The VFW is inviting all former and active duty military members to participate in the parade. This is the county’s longest continuing parade. Line-up is at 1 p.m. and the parade starts at 1:30 p.m. The route is less than a mile long. He invited the council to also participate. He will be meeting with Mayor Kahl about an issue with the parade route. He also announced that the VFW is conducting its Patriotic Art Contest for East Peoria students. The students’ art will be used in the VFW posters.

Bob Sinks asked for the definition of craft marijuana. Mayor Kahl explained that the new state marijuana legalization law allows for a craft grower, similar to a craft brewery. It is a business and regulated by the state. Mr. Sinks also asked how many plants residents can grow in their homes. Mayor Kahl said there is a set number of plants a medical cannabis user can grow, but no one else can grow plants for personal use.

Mayor Kahl then asked for comments from Council.

Commissioner Decker discussed his vote on the firefighters’ contract, pointing out that he is no longer in the firefighter’s union since he was promoted to assistant chief. He said he debated about whether or not to vote and it would have been easier to abstain, but he believed the vote was heading for a deadlock and he wanted to avoid going to arbitration due to potential cost to the city. He said nothing in the contract affects him and he receives no pay or benefits from the contract.

He discussed the electronics recycling event hosted by Sen. Koehler on Oct. 5 from 9 a.m.-noon at Area Recycling Inc. in Pekin. He said it is difficult to get rid of electronic items and this provides residents a way to dispose of them.

The bulb sale is Oct. 5 from 9 a.m. to noon or until sold out, and it sells out quickly. This will be at the Civic Plaza.

He discussed Cleanup Week. He said many people cherish doing this, but others put out too many items and sometimes have encouraged friends and family to bring things to their property. He discussed the rules for cleanup week and encouraged residents to not take advantage of the service. The collection is already running behind schedule and will likely be continued into the following week. He added that if residents have items that are important to them, they should not leave them by the road as people have been driving around collecting items.

Commissioner Hill discussed the schedule of bills. He said he encourages people to look at them and the total amounts of the schedule fluctuates, with this particular schedule a bit lower than usual. He pointed out that the schedule includes a support payment to Northern Tazewell Fire District for $74,984. He encouraged people to review the schedules of bills, so they are aware of what is included.

Commissioner Sutherland had tried to make a comment once the fire contract roll call vote started, so he made his comment at this time. He took issue with Commissioner Decker voting on the fire contract since he is a firefighter, pointing out that teachers, county workers, police officers, etc. cannot be elected to public office and vote on items in the area in which they work, but firefighters can be elected and vote on items. Commissioner Sutherland stated he is opposed to the contract due to the lack of a residency requirement. He said he has a problem with a firefighter, no matter what position he is working in at the fire department, voting on the contract. He said if he can he is going to legally challenge the vote and take it as far as he can go. He thinks the vote was not morally or legally correct.

He reported that all the recent rain has slowed progress some on the construction of the waste water treatment plant, but the project has come far, and no people have been hurt during construction despite working in some hazardous areas.

Commissioner Mingus said Commissioner Decker’s position with the fire department is different now than when he was in the union and had to abstain on some votes. He stated that what Commissioner Decker did with his vote is the right thing and he had the best interests of the citizens in mind.

Commissioner Mingus discussed some Facebook posts with inaccurate information regarding the city’s agreement with the Northern Tazewell Fire District (NTFD), and said he wanted to clear up some issues. The NTFD area is not just in Sunnyland but other areas of the city, and those citizens pay municipal taxes including paying for East Peoria Fire Department services. He said that is a service people want. It was implied on Facebook that the East Peoria Fire Department should not respond in the areas covered by NTFD, something to which the commissioner is opposed. He cited an example of the subdivisions of Cypress Ridge and Stoneybrook, which are a mile apart with one in the NTFD district and the other in the East Peoria Fire district. He said a mile should not determine the quality of care residents receive. He believes the highest quality of care is having an East Peoria Fire Department ambulance respond to a resident’s house. He said the city is also not keeping NTFD from becoming an advanced life support department. That is not a city decision, and it is up to the medical director. NTFD has been encouraged to continue running basic life support calls. He wants the public to know he supports dual dispatch with NTFD.
Mayor Kahl commented on his vote on the fire union contract, saying arbitration is a subjective word and his vote did not have anything to do with that possibility.

He announced that the Fire Department will conduct car seat checks on Oct. 2 from 1-4 p.m.

He also announced that the Police Department is preparing to accept applications around Oct. 16 and testing will be sometime in November. He encouraged anyone who has any interest in being a police officer to apply.

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move you that we adjourn until Tuesday evening, October 15, 2019, 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 6:45 P.M.
RESOLUTION NO. 1920-067

October 15, 2019
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. 11 BE ALLOWED. MR. MAYOR,
I MOVE THAT THE CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE ORDERS ON
THE TREASURER FOR THE VARIOUS AMOUNTS, TOTALING $4,184,784.12
AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK
# GENERAL CORPORATE FUND

## INVOICES DUE ON/BEFORE 10/15/2019

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**DEPARTMENT TOTAL:** 290,349.07
GENERAL CORPORATE FUND
INVOICES DUE ON/BETORE 10/15/2019

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APPROVED FOR PAYMENT BY:
### POLICE PROTECTION FUND

**INVOICES DUE ON/BEFORE 10/15/2019**

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**DEPARTMENT TOTAL:** 16,373.32

**APPROVED FOR PAYMENT BY:**
## FIRE PROTECTION FUND
### INVOICES DUE ON/BEFORE 10/15/2019

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**DEPARTMENT TOTAL:** 11,986.39

**APPROVED FOR PAYMENT BY:**
### SOLID WASTE

#### INVOICES DUE ON/BEFORE 10/15/2019

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Department Total: 21,310.12

Approved for payment by:
FIRE PENSION FUND
INVOICES DUE ON/BETORE 10/15/2019

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DEPARTMENT TOTAL: 816,511.75

APPROVED FOR PAYMENT BY:
POLICE PENSION FUND
INVOICES DUE ON/BEFORE 10/15/2019

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DEPARTMENT TOTAL: 916,193.87

APPROVED FOR PAYMENT BY:
### STREET & BRIDGE FUND

**INVOICES DUE ON/BEFORE 10/15/2019**

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**DEPARTMENT TOTAL:** 151,729.26

**APPROVED FOR PAYMENT BY:**
SEWER CHLORINATION
INVOICES DUE ON/BEFOR 10/15/2019

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DEPARTMENT TOTAL: 502.00

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STREET LIGHTING FUND
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DEPARTMENT TOTAL: 1,336.14

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DEPARTMENT TOTAL: 300,000.00

APPROVED FOR PAYMENT BY:
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**DEPARTMENT TOTAL:** 7,558.31

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**APPROVED FOR PAYMENT BY:**
### HOTEL-MOTEL TAX

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W. WASHINGTON ST TIF
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DEPARTMENT TOTAL: 327,700.40

APPROVED FOR PAYMENT BY:
## WATER & SEWER

**INVOICES DUE ON/BEFORE 10/15/2019**

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WATER & SEWER
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DEPARTMENT TOTAL: 364,371.93

APPROVED FOR PAYMENT BY:
RIVERBOAT GAMING TAX FUND
INVOICES DUE ON/BEFORE 10/15/2019

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DEPARTMENT TOTAL: 337,198.14

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DEPARTMENT TOTAL: 612,030.74

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MEMORANDUM

September 26, 2019

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

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

SUBJECT: Access Road 6 Improvement Project / Contract Award

_______________________________________________________________

DISCUSSION:

At the last City Council meeting, the City Council (by Ordinance No. 4457) initiated the process for establishing a special service area for undertaking a road improvement project for the northern portion of Access Road 6 off of North Main Street in East Peoria, and this special service area has been designated “Special Service Area 2019A”. The City Council and City Officials have undertaken this process to create Special Service Area 2019A at the request of the business property owners with property located on this portion of Access Road 6.

These business property owners have also requested that this road improvement project for Access Road 6 be completed during the remaining portion of the 2019 construction season. Additionally, LaHood Construction has submitted a quote to complete this road improvement project at a cost of $367,470.00. These business property owners have also found this project quote and cost to be acceptable, as they will be paying the full cost of this project through the financing process for special service areas available under the applicable Illinois statutes. When Special Service Area 2019A is established, these same property owners in Special Service Area 2019A will pay an additional property tax over a ten-year period to pay off any debt incurred by the City to finance the road improvements to Access Road 6. This Resolution approves the award of a contract to LaHood Construction to undertake and complete the improvements to Access Road 6.

Additionally, the City will require engineering assistance and oversight for this road improvement project. Thus, this Resolution also approves a contract with the engineering firm of Patrick Meyer and Associates to provide this necessary engineering oversight during the construction of the improvements to Access Road 6, with the cost of these engineering services being no more than 5% of the total construction costs for this road improvement project.

RECOMMENDATION: Approval of this Resolution.
RESOLUTION NO. 1920-063

East Peoria, Illinois
_________________________, 2019

RESOLUTION BY COMMISSIONER ______________________________

RESOLUTION TO APPROVE CONTRACTS FOR ACCESS ROAD 6 IMPROVEMENT PROJECT

WHEREAS, at the request of certain business property owners with property located on Access Road 6 off of North Main Street in East Peoria, City Officials and the City Council have initiated the process for creating a special service area for undertaking a road improvement project for this northern portion of Access Road 6 (the “Road Improvement Project”), and this special service area has been designated “Special Service Area 2019A”; and

WHEREAS, the Department of Public Works and City Officials have now determined that is in the best interests of the City to proceed with the Road Improvement Project at this time; and

WHEREAS, the Road Improvement Project shall be funded through the financing procedures provided for special service areas, with the property owners in Special Service Area 2019A paying property taxes over a ten-year period to pay any such debt incurred by the City to finance the Road Improvement Project; and

WHEREAS, LaHood Construction has submitted a quote to complete the Road Improvement Project at a cost of $367,470.00; and

WHEREAS, Patrick Meyer and Associates, Inc. will provide engineering oversight services for the City for the Road Improvement Project at a cost not to exceed five percent (5%) of the total Road Improvement Project cost ($18,370.00); and

WHEREAS, all property owners with property in Special Service Area 2019A have provided executed consent documents to the City certifying their support for the Road Improvement Project and the funding mechanism established for Special Service Area 2019A; and

WHEREAS, the City Council hereby finds that it is in the best interests of the City to proceed with the Road Improvement Project and award a contract to LaHood Construction for constructing the Road Improvement Project, along with an engineering
service contract to Patrick Meyer and Associates, Inc. for engineering oversight services in relation to the Road Improvement Project;

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

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

Section 2. The Road Improvement Project contract shall be funded and paid by financing obtained by the City through Special Service Area 2019A, and LaHood Construction and Patrick Meyer and Associates, Inc. shall be paid from this Special Service Area 2019A financing when such financing is obtained by the City.

Section 3. The quote from LaHood Construction is hereby accepted and approved (Exhibit A), and the Mayor is hereby authorized and directed to enter into a contract with LaHood Construction for the Road Improvement Project in Special Service Area 2019A (Access Road 6) at a total cost of $367,470.00 containing such terms and conditions as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this contract until an executed original of such contract has been delivered to LaHood Construction.

Section 4. The contract with Patrick Meyer and Associates, Inc. is hereby accepted and approved, and the Mayor is hereby authorized and directed to enter into a contract with Patrick Meyer and Associates, Inc. for engineering services for the Road Improvement Project in Special Service Area 2019A (Access Road 6) containing such terms and conditions as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this contract until an executed original of such contract has been delivered to Patrick Meyer and Associates, Inc.

APPROVED:

________________________________
Mayor

ATTEST:

________________________________
City Clerk
TO: City of East Peoria

FROM: Joe LaHood

DATE: August 9, 2019

RE: Access Road 6N

Following is an estimate to form, pour and overlay an average of 6” of concrete over Access Road 6N Part 2, 3 and 8 approaches. Tear out 40’ to 50’ at east end and replace to blend in with new overlay.

Part 2 – 39,000 s/f (1,300’ x 30’)
Part 3 – 10,800 s/f (450’ x 24’)
Approaches – 8 @ 10’ deep x 8” thick
24’ x 50’ at new cul de sac

Total approximate s/f: 59,000

TOTAL PRICE: $ 367,470.00

Price includes:

- Prevailing wages paid
- Prep road with skid steer to form edge & center
- Form and pour 6” concrete (average thickness)
- Tear out 10’ of 8 approaches & repour 8” thick
- L-bars center joint
- Sawcut & seal joints
- Proper curing included
- Allowance is $30,000 for traffic control, engineering & testing
- Access Road to crown at 2 ½”
- Randy Riley, Illinois Chapter of American Concrete Pavement Association, to review work scope
- Tear out 100’ x 30’ of existing road and prep base where new road starts to meet existing concrete (Part 1). This would assist in the transition to the new frontage road as well as slope properly and provide better drainage to ditches.
- Install, grade and compact shoulders with 3’ of CA-6
- Square feet is estimated; price may be adjusted to match final s/f.
- As part owner of properties along this road, we look forward to and appreciate the investment and participation by all parties involved.

www.lahoodconstruction.com
MEMORANDUM

September 26, 2019

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

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

SUBJECT: Ordinance Authorizing Refunding of the City’s 2010A Bonds

DISCUSSION:

In 2010, the City issued its Series 2010A Bonds (General Obligation – Alternate Revenue Source) to fund expenses incurred by the City in connection with the Bass Pro Shops development project in the Camp St. TIF District. Recently, long-term interest rates on taxable municipal bonds have significantly declined since those bonds were issued back in 2010. Moreover, the City has the authority at any time in its discretion to refund these Series 2010A Bonds to take advantage of lower interest rates.

As a result of this transaction, the City will realize an estimated reduction in total debt service after expenses of approximately $1,527,000 over the course of the remaining 14 years of debt service payments on these taxable general obligation bonds (alternate revenue source), with an approximate savings of $110,000 per year over these 14 years. As these savings projections are based upon the current favorable market rates, actual savings will be determined on the date of sale.

Chapman & Cutler will be acting as the City’s Bond Counsel in this matter, as they have done on past occasions with the City bond issues, which includes the issuance of the Series 2010A Bonds. Also, Robert W. Baird and Company, who has assisted the City with numerous bond issues in the past including the Series 2010A Bonds, will be acting as the managing underwriter for this refunding bond issue.

RECOMMENDATION:

Approval of this Ordinance.
AN ORDINANCE authorizing and providing for the issuance of not to exceed $18,225,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019, of the City of East Peoria, Tazewell County, Illinois, for the purpose of refunding certain outstanding alternate revenue bonds of said City, authorizing the execution of a bond order in connection therewith, pledging certain revenues of said City, providing for the imposition of taxes to pay the same, authorizing the execution of an escrow agreement in connection therewith, and authorizing the sale of said bonds to the purchaser thereof.

Introduced by the Council on the 1st day of October, 2019.

Adopted by the Council on the 15th day of October, 2019.
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This Table of Contents is for convenience only and is not a part of the ordinance.
ORDINANCE NUMBER 4458

AN ORDINANCE authorizing and providing for the issuance of not to exceed $18,225,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019, of the City of East Peoria, Tazewell County, Illinois, for the purpose of refunding certain outstanding alternate revenue bonds of said City, authorizing the execution of a bond order in connection therewith, pledging certain revenues of said City, providing for the imposition of taxes to pay the same, authorizing the execution of an escrow agreement in connection therewith, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, the City of East Peoria, Tazewell County, Illinois (the “City”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois (the “State”), is now operating under the provisions of the Illinois Municipal Code, as amended (the “Municipal Code”), including therein specifically, the Tax Increment Allocation Redevelopment Act, as amended (the “TIF Act”); and

WHEREAS, the Municipal Code and the TIF Act, as supplemented by the Local Government Debt Reform Act, as amended (the “Reform Act”), and the other Omnibus Bond Acts, as amended, constitute the “Applicable Law” (the “Applicable Law”) under the Reform Act; and

WHEREAS, the Council of the City (the “Corporate Authorities”) has heretofore determined that it was advisable, necessary and in the best interests of the City and its residents, in order to promote the public health, welfare, safety and convenience, to undertake a redevelopment plan (as most recently amended, the “Plan”) and project (as most recently amended, the “Project”) in order to assure the redevelopment of the Camp Street Redevelopment Project Area (the “Camp Street Redevelopment Project Area”), all as provided in the TIF Act; and

WHEREAS, the Corporate Authorities have heretofore determined that it was advisable, necessary and in the best interests of the City and its residents to undertake a portion of the Project
as approved in the Plan, including, but not limited to acquisition of land or rights in land, site preparation, the construction of an approximately 150,000 square foot building (the “Retail Facility”) located in the Camp Street Redevelopment Project Area and owned by the City and be leased by the City as a retail facility to Bass Pro Outdoor World, L.L.C., a Missouri limited liability company (the “Tenant”), pursuant to a Lease Agreement by and between the City and the Tenant (as may be supplemented or amended, the “Lease”), and related appurtenances as described in the Lease, and the construction and installation of necessary public capital infrastructure improvements, together with related appurtenances, all electrical, professional, financial, bond registrar, legal, mechanical and other services necessary, useful or advisable to such acquisition, construction and installation (said portion of the Project being, collectively, the “Redevelopment Project”); and

WHEREAS, the Redevelopment Project was contemplated by, and was included in, the Plan when the Plan was approved by ordinance; and

WHEREAS, the Plan and Project were approved and amended, the Camp Street Redevelopment Project Area was designated and the boundaries thereof were expanded, and tax increment allocation financing was adopted by the City therefor, all in compliance with and as provided by the TIF Act; and

WHEREAS, the Lease provides that the City is to receive from the Tenant certain rental payments (the “Rent”), a portion of which Rent (said portion being the hereinafter defined “Pledged Rental Income”) is expected to be available to pay or reimburse the costs of the Redevelopment Project and/or to pay principal of and interest on bonds issued to pay or reimburse such costs; and

WHEREAS, the City receives certain incremental property taxes (being the hereinafter defined “Camp Street Incremental Property Taxes”) derived from the Camp Street
Redevelopment Project Area which are now expected to be available to pay or reimburse the costs of the Redevelopment Project and/or to pay principal of and interest on bonds issued to pay or reimburse such costs; and

WHEREAS, the City has issued and there are now outstanding certain Taxable General Obligation Bonds (Alternate Revenue Source), Series 2007 (the “Series 2007 Bonds”), General Obligation Bonds (Alternate Revenue Source), Series 2010A (the “Series 2010A Bonds”), General Obligation Refunding Bonds (Alternate Revenue Source), Series 2012F (the “Series 2012F Bonds”), Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014 (the “Series 2014 Bonds”), and Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016C (collectively, the “Prior Camp Street TIF Bonds”), which are ratably and equally secured by the Camp Street Incremental Property Taxes; and

WHEREAS, in the various proceedings adopted by the Corporate Authorities to authorize the issuance of the Prior Camp Street TIF Bonds, the City expressly reserved the right to issue “Additional Bonds” to be ratably and equally secured with the Prior Camp Street TIF Bonds by the Camp Street Incremental Property Taxes; and

WHEREAS, the City also receives certain incremental property taxes derived from the West Washington Street Redevelopment Project Area heretofore designated by the City pursuant to the TIF Act (the “West Washington Street Redevelopment Project Area”); and

WHEREAS, the West Washington Street Redevelopment Project Area is contiguous to the Camp Street Redevelopment Project Area; and

WHEREAS, the City has heretofore issued and there are now outstanding certain General Obligation Bonds (West Washington Street Alternate Revenue Source), Series 2012A (the “Series 2012A Bonds”) and General Obligation Refunding Bonds (Alternate Revenue Source),
Series 2013B (the “Series 2013B Bonds”), which are secured, in part, on a senior lien basis by the West Washington Street Incremental Property Taxes, if, as and when received; and

WHEREAS, in the various proceedings adopted by the Corporate Authorities to authorize the issuance of the Series 2012A Bonds and the Series 2013B Bonds, the City expressly reserved the right to issue “Junior Lien Bonds” or subordinate lien obligations to be secured, on a junior lien or subordinated lien basis, by a pledge of the West Washington Street Incremental Property Taxes; and; and

WHEREAS, that portion of the West Washington Street Incremental Property Taxes which may be from time to time on deposit in and to the credit of the General Account of the West Washington Street Redevelopment Project Area Special Tax Allocation Fund (said portion being the hereinafter defined “Subordinated West Washington Street Incremental Property Taxes”) are now also expected to be available to pay or reimburse the costs of the Redevelopment Project and/or to pay principal of and interest on bonds issued to pay or reimburse such costs, all as provided by and permitted under the TIF Act; and

WHEREAS, the City has issued and there are now outstanding the Series 2010A Bonds and the Series 2014 Bonds (together, the “Subordinated West Washington Street Bonds”), which are ratably and equally secured by the Subordinated West Washington Street Incremental Property Taxes; and

WHEREAS, the City also has available amounts distributed to the City by the State from sales taxes, or successor taxes thereto (being the hereinafter defined the “Sales Taxes”), which are expected to be available to pay or reimburse such costs; and

WHEREAS, the City has heretofore issued and there are now outstanding the Series 2010A Bonds, the Series 2014 Bonds, the Series 2012A Bonds, certain General Obligation Bonds (Hotel/Motel Tax Alternate Revenue Source), Series 2012B and the Series 2013B Bonds
(collectively, the “Prior Sales Tax Bonds”), which are secured, in part, ratably and equally, by said distributions of Sales Taxes; and

WHEREAS, in the various proceedings adopted by the Corporate Authorities to authorize the issuance of the Prior Sales Tax Bonds, the City expressly reserved the right to issue “Additional Bonds” to be ratably and equally secured with the Prior Sales Tax Bonds by the Sales Taxes; and

WHEREAS, the City, acting through the Corporate Authorities, has determined that it is advisable, necessary and in the best interests of the public health, safety and welfare to refund a portion of the Series 2010A Bonds and thereby accomplish a debt service savings (the “Refunding”); and

WHEREAS, the Series 2010A Bonds to be refunded (the “Refunded Bonds”) will be specifically identified in the hereinafter defined Bond Order, to be executed by the City as hereinafter provided; and

WHEREAS, the expenses and contingencies relating to the Refunding include legal, financial, bond discount, capitalized bond interest, bond reserve initial deposits, bond registrar, paying agent, escrow agent and related banking fees, printing and publication costs and other miscellaneous costs; and

WHEREAS, the estimated costs of effectuating the Refunding, including, as applicable, such expenses and contingencies, is not more than $18,225,000 plus investment earnings thereon, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, the Reform Act provides that Alternate Bonds can be issued to refund the Refunded Bonds without meeting any of the provisions and requirements of Section 15 of the Reform Act provided that the term of such Alternate Bonds is not longer than the term of the Refunded Bonds and that the debt service payable in any year on such Alternate Bonds shall not
exceed the debt service payable in such year on the Refunded Bonds (the “Refunding Conditions”); and

WHEREAS, the Corporate Authorities have heretofore, and it is hereby expressly, determined that the Refunding Conditions can be met and accordingly, Alternate Bonds can be issued to pay the costs of the Refunding; and

WHEREAS, the Bonds, as hereinafter defined, to be issued will be payable from all or any portion of (i) the Pledged Rental Income and/or (ii) ratably and equally with the Prior Camp Street TIF Bonds, from the Camp Street Incremental Property Taxes and/or (iii) on a subordinate lien basis, and ratably and equally with the Subordinated West Washington Street Bonds, from the Subordinated West Washington Street Incremental Property Taxes and/or (iv) ratably and equally with the Prior Sales Tax Bonds, from the Sales Taxes, and will also be payable from the Full Faith and Credit Taxes, as hereinafter defined:

NOW, THEREFORE, Be It Ordained by the Council of the City of East Peoria, Tazewell County, Illinois, as follows:

Section 1. Definitions. A. The words and terms used in this Ordinance shall have the meanings set forth and defined for them herein unless the context or use clearly indicates another or different meaning is intended, including the words and terms as follows:

“Additional Bonds” means any Alternate Bonds issued in the future in accordance with the provisions of Applicable Law on a parity with and sharing equally in the Pledged Revenues with the Bonds.

“Administrative Account Requirement” means the amount, if any, so defined in a Bond Order.

“Alternate Bonds” means any Outstanding Bonds issued as alternate bonds under and pursuant to the provisions of the Reform Act, and includes, expressly, the Bonds.

“Applicable Law” means, collectively, the Municipal Code (including therein the TIF Act), the Reform Act, and the Omnibus Bond Acts, as amended.
“Authorized Denomination” means $5,000 or any integral multiple thereof or as otherwise set forth in the Bond Order.

“Bond” or “Bonds” means he not to exceed $18,225,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019, authorized to be issued by this Ordinance.


“Bond Fund” means, collectively, the Full Faith and Credit Taxes Fund, the Pledged Rental Income Account, the Senior Lien Principal and Interest Account of the Camp Street Special Tax Allocation Fund, and the Pledged Sales Tax Account, each as established or continued hereunder and as defined in Section 13 of this Ordinance.

“Bond Moneys” means Pledged Revenues on deposit in the Senior Lien Principal and Interest Account of the Special Tax Allocation Fund, the Pledged Rental Income Account or the Pledged Sales Tax Account and investment earnings thereon.

“Bond Order” means a written bond order and notification of sale to be executed by the Designated Officers, or any two of them, as hereinafter provided, for the Bonds.

“Bond Register” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” or “Paying Agent” means that financial institution, having trust powers, or a successor bank with trust powers or a trust company, duly authorized to do business as bond registrar and paying agent as herein required, and so identified in the Bond Order.

“Bond Year” means that twelve-calendar month period beginning on January 1 of any calendar year and ending on December 31 of that calendar year.

“Book Entry Form” means the issuance of the Bonds in the form of a separate single fully registered Bond for each maturity.

“Camp Street Incremental Property Taxes” means the Incremental Property Taxes, if, as and when received, to be derived from the Camp Street Redevelopment Project Area.

“Camp Street Special Tax Allocation Fund” means the Special Tax Allocation Fund for the Camp Street Redevelopment Project Area, heretofore established by the City by an ordinance adopted by the Corporate Authorities, and expressly continued hereunder.


“Corporate Authorities” means the Council of the City.
“County Clerk” means the County Clerk of The County of Tazewell, Illinois.

“Depository” means The Depository Trust Company, New York, New York, or success depository duly qualified to hold securities in a book-entry only system, and assigns.

“Designated Officers” means the Mayor, Clerk, Treasurer or Administrator of the City, or successors or assigns, or any of them acting together.

“Expense Fund” means the fund established hereunder and further described by Section 21 of this Ordinance.

“Fiscal Year” means that twelve-calendar month period selected by the Corporate Authorities as the Fiscal Year for the City.

“Full Faith and Credit Taxes” means the ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount, pledged hereunder by the City as security for the Bonds.

“Independent” when used with respect to any specified person means such person who is in fact independent and is not connected with the City as an officer, employee, underwriter, or person performing a similar function. Whenever it is herein provided that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the City, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

“Incremental Property Taxes” means, as to the Camp Street Redevelopment Project Area or the West Washington Street Redevelopment Project Area, the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the respective Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the respective Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the respective Redevelopment Project Area over and above the Total Initial Equalized Assessed Value of each such piece of property in the respective Redevelopment Project Area, all as determined by the County Clerk in accord with Section 11-74.4-9 of the TIF Act.

“Interest Payment Date” means a Stated Maturity of interest on the Bonds.

“Interest Requirement” means for any Bonds, Additional Bonds, or Junior Lien Bonds and for any Bond Year the aggregate amount of interest on such Bonds, Additional Bonds, or Junior Lien Bonds having a Stated Maturity during such Bond Year.

“Junior Lien Bonds” means any obligations of the City hereafter issued and payable from Pledged Incremental Property Taxes, if any, on deposit in the Junior Lien Principal and Interest Account.
“Junior Lien Principal and Interest Account” means the account of the Special Tax Allocation Fund so named and continued in Section 12 of this Ordinance.

“Ordinance” means this ordinance as supplemented or amended from time to time.

“Outstanding” or “outstanding” refers to Bonds, Additional Bonds, or Junior Lien Bonds which are outstanding and unpaid; provided, however, such term shall not include Bonds, Additional Bonds, or Junior Lien Bonds which (i) have matured and for which moneys are on deposit with proper escrow agents or similar institutions having trust powers, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow account of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all of the principal of and interest and any applicable premium on such Bonds, Additional Bonds, or Junior Lien Bonds.

“Pledged Incremental Property Taxes” means, collectively, the Camp Street Incremental Property Taxes and the Subordinated West Washington Street Incremental Property Taxes.

“Pledged Moneys” means, collectively, the Pledged Revenues and the Full Faith and Credit Taxes.

“Pledged Revenues” means, collectively, (A) to and including the last date on which the Lease is in effect, the Pledged Rental Income, (B) ratably and equally with the Prior Camp Street TIF Bonds, to and including the relevant TIF Termination Date, the Camp Street Incremental Property Taxes, (C) on a subordinated lien basis, and ratably and equally with the Subordinated West Washington Street Bonds, to and including the relevant TIF Termination Date, the Subordinated West Washington Street Incremental Property Taxes, and (D) ratably and equally with the Prior Sales Tax Bonds, the Sales Taxes.

“Principal Requirement” means for any Bonds, Additional Bonds, or Junior Lien Bonds and for any Bond Year the aggregate principal amount of such Bonds, Additional Bonds, or Junior Lien Bonds having a Stated Maturity during such Bond Year.

“Purchase Price” means the price paid by the Purchaser for the Bonds, provided, that said price shall be not less than 98% of the aggregate par amount of the Bonds and further provided that no Bonds shall be sold at such price that either the true interest cost (yield) or the net interest rate, as may be selected by the Designated Officers, for said Bonds shall exceed the maximum rate otherwise authorized by law for that Bonds, plus accrued interest.

“Purchaser” means the purchaser of the Bonds, as set forth in the Bond Order provided, however, that the purchaser shall be either (a) a financial institution or bank in a direct placement facilitated by Robert W. Baird & Co. Incorporated, Naperville, Illinois (“Baird”), as placement agent for the City, or (b) Baird. The Purchaser as set forth in (a)
shall only be selected upon receipt by the City of the written recommendation of Baird that the sale of the Bonds on a private placement basis to the Purchaser is in the best interests of the City because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds, as set forth in the Bond Order.

“Qualified Investments” means any investment authorized under Illinois law for City investment of public funds.

“Record Date” means the fifteenth day next preceding an Interest Payment Date and fifteen days prior to any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

“Senior Lien Bonds” means, (A) as to the Pledged Rental Income, the Bonds and any Additional Bonds, (B) as to the Camp Street Incremental Property Taxes, the Bonds, the Prior Camp Street TIF Bonds and any Additional Bonds and (C) as to the Sales Taxes, the Prior Sales Tax Bonds, the Bonds and any Additional Bonds.

“Stated Maturity” when used with respect to any Bond, Additional Bond, or Junior Lien Bond or any interest thereon means the date specified in such Bond, Additional Bond, or Junior Lien Bond as the fixed date on which the principal of such Bond, Additional Bond, or Junior Lien Bond or such interest is due and payable whether by maturity, mandatory redemption, or otherwise.

“Subordinate Lien Bonds” means, as to the West Washington Street Redevelopment Project Area Special Tax Allocation Fund, the Bonds, the Subordinated West Washington Street Bonds and any Additional Bonds.

“Subordinated West Washington Street Incremental Property Taxes” means a portion of the Incremental Property Taxes, if, as and when received, to be received by the City from the West Washington Street Redevelopment Project Area, said portion being those certain Incremental Property Taxes, if any, on deposit in and to the credit of the General Account of the West Washington Street Redevelopment Project Area Special Tax Allocation fund heretofore established by the City, said moneys being subordinate to a pledge of said incremental property taxes to certain heretofore issued and now outstanding senior lien obligations of the City.

“Tax Year” means the year for which an ad valorem tax levy is made by any and all taxing Cities or municipal corporations having the power to tax real property in the Redevelopment Project Area. The 2019 Tax Year shall be that year during which ad valorem taxes levied for the year 2019 (collectible in the year 2020) are extended and collected, and so on.

“Taxable” means, with respect to the Bonds, the status of interest paid and received thereon as includible in gross income of the owners thereof under the Code for federal income tax purposes.
“Term Bonds” means Bonds which are subject to mandatory redemption prior to maturity by operation of the Bond Fund, as hereinafter provided.

“TIF Termination Date” means, for the Camp Street Redevelopment Project Area, December 31, 2038, and means, for the West Washington Street Redevelopment Project Area, December 31, 2038.

“Total Initial Equalized Assessed Value” means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area determined by the County Clerk in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

B. For all purposes of this Ordinance, except as otherwise expressly provided herein or unless the context otherwise requires:

1. The terms defined in this Section or elsewhere in this Ordinance have the meanings assigned to them and include the plural as well as the singular (or vice-versa).

2. All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles for municipal enterprise funds.

3. All references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted.

4. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true and correct and do incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the City for the City to undertake the Refunding to achieve debt service savings, and to issue the Bonds to enable the City to pay the costs thereof.

Section 4. Determination of Public Purpose. The Corporate Authorities hereby determine the Refunding to be a proper corporate and public purpose. The Bonds are being issued to refunded the Refunded Bonds, which were originally issued to provide for a project previously
approved in the Plan and Project for the Camp Street Redevelopment Project Area the costs of which project were each a “redevelopment project cost” as defined in the TIF Act and as heretofore approved in the Plan.

Section 5. Bond Details. For the purpose of providing for the payment of the costs of the Refunding, there shall be issued and sold the Bonds in the aggregate principal amount of not to exceed $18,225,000. Except as provided for the pledge of the Subordinated West Washington Incremental Property Taxes (as to which pledge the Bonds shall be treated as “Subordinate Lien Bonds” under the Prior TIF Bond Ordinance), the Bonds shall be Senior Lien Bonds and shall each be designated “Taxable General Obligation Refunding Bond (Alternate Revenue Source), Series 2019,” or such other title or Series designation as shall be provided in the Bond Order, and be dated the date of delivery thereof, or such other date not later than April 1, 2020, as shall be provided in the Bond Order, and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in Authorized Denominations (but no single Bond shall represent principal maturing on more than one date), shall be numbered in such reasonable fashion as may be selected by the Bond Registrar, and shall mature serially (or as subject to mandatory redemption) (subject to prior redemption as hereinafter defined) on January 1 of the years (not later than 2033), in the amounts (not exceeding $1,815,000 per year) and bearing interest at the rates percent per annum as shall be set forth in the Bond Order, provided, that no Bond shall bear interest at a rate percent per annum in excess of six percent (6.00%).

The Bonds shall be issued as Taxable Bonds.

Each Bond shall bear interest from the later of its Dated Date as hereinabove provided or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semiannually on each January
1 and July 1, commencing on January 1, 2020 or such later date as may be provided in the Bond Order. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Date, or as otherwise agreed by the City and the Depository while the Bonds remain in Book-Entry Form as hereinafter provided. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Paying Agent, or at successor Paying Agent and address. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue for the intervening period.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City with the manual or duly authorized facsimile signature of the Mayor and attested with the manual or duly authorized facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any
Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Redemption. A. MANDATORY REDEMPTION. If so provided in the Bond Order, any Bonds may be issued as term bonds ("Term Bonds") and be subject to mandatory redemption on January 1 of the years and in the amounts as shall be provided in such Bond Order at a redemption price of par plus accrued interest to the date fixed for redemption.

The City hereby covenants and agrees that it will redeem Term Bonds pursuant to the mandatory redemption required for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity.

Unless otherwise stated in the Bond Order, if the City purchases or redeems Term Bonds of any maturity from Bond Moneys and cancels the same as hereinafter described, then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the mandatory redemption requirement as provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of payment on the Term Bonds as due at maturity or subject to mandatory redemption in any year as the City shall at such time determine.

If the City purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year as the City shall at such time determine.

B. OPTIONAL REDEMPTION. If so provided in the Bond Order, any Bonds shall be subject to redemption prior to maturity at the option of the City, from any available funds. The Bonds may
be issued subject to optional redemption on any date. As may be provided in the Bond Order, any Bonds may be issued subject to optional redemption in whole or in part, and if in part, in such principal amounts and from such maturities as shall be determined by the City, and if less than an entire maturity, in integral multiples of $5,000, selected by lot by the Bond Registrar as hereinafter provided, at such redemption price as shall be set forth in the Bond Order, provided, that no Bond shall bear a redemption price in excess of 101% of the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Section 8. Redemption Procedure. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

1. Redemption Notice. For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed to redeem the Term Bonds without any further order or direction from the City whatsoever. For an optional redemption, the City shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

2. Selection of Bonds within a Maturity. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of
redemption, or (2) in the event of a refunding or defeasance, upon advice from the City that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

3. Official Notice of Redemption. The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

(a) the redemption date;

(b) the redemption price;

(c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
4. **Conditional Redemption.** Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

5. **Bonds Shall Become Due.** Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (D) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

6. **Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.** Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency
of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Bonds are held in book entry form, notice may be given as provided in the Representation Letter, and the giving of such notice shall constitute a waiver by DTC and the book entry owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the City shall not be liable for any failure to give or defect in notice.

7. **New Bond in Amount Not Redeemed.** Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of Authorized Denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

8. **Effect of Nonpayment upon Redemption.** If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid, but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

9. **Bonds to Be Cancelled; Payment to Identify Bonds.** All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be
reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the issue date and maturity date of the Bonds being redeemed with the proceeds of such check or other transfer.

10. **Additional Notice.** The City agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the City (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given.

11. **Bond Registrar to Advise City.** As part of its duties hereunder, the Bond Registrar shall prepare and forward to the City a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

**Section 9. Book-Entry System Authorized; Registration of Bonds; Owners.** A. **BOOK-ENTRY SYSTEM AUTHORIZED.** If requested by the Purchaser, the Bonds shall be initially issued in Book-Entry Form. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register therefor in the name of CEDE & Co., or any successor thereto, as nominee of the Depository. All of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository. Any Designated Officer is authorized to execute and deliver on behalf of the City a Representation Letter. Without limiting the generality of the authority given to such Designated Officer with respect to entering into such
Representation Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interest therein, (c) redemption notices or procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institutions for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “Depository Participant”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, CEDE & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, or any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of CEDE & Co., and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month
next preceding the applicable interest payment date, the name “CEDE & Co.” in this Ordinance shall refer to such new nominee of the Depository.

In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the City, the Bond Registrar and the Depository evidenced by the Representation Letter shall be terminated for any reason, or (c) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify the Depository of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of CEDE & Co., as nominee of the Depository. The City may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the City, or such depository’s agent or designee, and if the City does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of CEDE & Co., as nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

In the event that the Bonds ever become generally registrable, as aforesaid, the City Treasurer may, in his or her discretion at such time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event that the City Treasurer shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same
manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

B. REGISTRATION OF BONDS; OWNERS. The City shall cause the Bond Register to be kept at the principal office maintained for the purpose by the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the relevant Record Date or the giving of notice of redemption of Bonds to the opening of business on such interest payment date or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds of each maturity
authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or the owner’s legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 10. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; provided, however, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.
REGISTERED NUMBER

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF TAZEWELL

CITY OF EAST PEORIA

TAXABLE GENERAL OBLIGATION REFINANCING BOND
(ALTERNATE REVENUE SOURCE)
SERIES 2019

See Reverse Side for Additional Provisions

Interest Rate:
Maturity Date: January 1, 20__
Dated Date: __________, 2019
CUSIP 274407__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of East Peoria, Tazewell County, Illinois, a municipality and unit of local government and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter stated) the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2020, until the Principal Amount is paid or duly provided for. The Principal Amount of this Bond and premium,
if any, hereon are payable in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by _____________, Illinois, as bond registrar and paying agent (the “Bond Registrar”). Payment of interest shall be made to the Registered Owner hereof, as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the Regular Record Date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as shall otherwise be agreed by the City and the Depository for so long as this Bond remains in Book-Entry Form. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue for the intervening period.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Full Faith and Credit Taxes, and the segregation of the Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the City hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance. For the prompt
payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the City of East Peoria, Tazewell County, Illinois, by its Council, has caused this Bond to be executed with the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN  
Mayor, City of East Peoria  
Tazewell County, Illinois

ATTEST:

SPECIMEN  
City Clerk, City of East Peoria  
Tazewell County, Illinois

[Seal]
CERTIFICATE OF AUTHENTICATION

Date of Authentication: ______________ __, 20__

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019, of the City of East Peoria, Tazewell County, Illinois.

______________________,
as bond registrar

By____________________
Specimen
Authorized Officer

[Form of Bond - Reverse Side]

CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS

TAXABLE GENERAL OBLIGATION REFUNDING BOND

(ALTERNATE REVENUE SOURCE)

SERIES 2019

This bond and the bonds of the series of which it forms a part ("Bond" and "Bonds" respectively) are of an authorized issue of $____________ of like dated date and tenor except as to maturity, right of redemption and rate of interest and are issued pursuant to Division 4 of Article 8 and Division 74.4 of Article 11 of the Illinois Municipal Code and pursuant to the Local Government Debt Reform Act, and the other Omnibus Bond Acts, all acts of the General Assembly of the State of Illinois, and as supplemented and amended (collectively, the "Applicable Law"), for the purpose of paying the costs of refunding certain outstanding alternate bonds of the City, as more fully described in the Ordinance as hereinbelow defined. The Bonds are issued pursuant to a bond ordinance introduced on the 1st day of October, 2019, and passed by the Corporate Authorities on the 15th day of October, 2019, as supplemented by a Bond Order and Notification of Sale (the "Ordinance"), to which reference is hereby expressly made for further definitions and
terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents. The Bonds are payable from (i)(a) any portion of the net revenues (the “Pledged Rental Income”) to be paid to the City by Bass Pro Outdoor World, L.L.C., a Missouri limited liability company (the “Tenant”), pursuant to that certain Lease Agreement, by and between the City and the Tenant and pertaining to the redevelopment of the Camp Street Redevelopment Project Area and/or (b) ratably and equally with certain heretofore issued and now outstanding obligations of the City, any portion of certain incremental property taxes (the “Camp Street Incremental Property Taxes”), if, as and when received, to be derived from the Camp Street Redevelopment Project Area heretofore designated by the City, and/or (c) ratably and equally with certain heretofore issued and now outstanding obligations of the City, any portion of those certain incremental property taxes, if any, on deposit in and to the credit of the General Account of the West Washington Street Redevelopment Project Area Special Tax Allocation fund heretofore established by the City, said moneys being subordinate to a pledge of said incremental property taxes to certain heretofore issued and now outstanding senior lien obligations of the City (together with the Camp Street Incremental Property Taxes, the “Pledged Incremental Property Taxes”), and/or (d) ratably and equally with certain heretofore issued and now outstanding obligations of the City, any portion of the distributions to the City by the State of sales taxes, or successor taxes thereto (the “Sales Taxes”) and (ii) ad valorem taxes levied against all of the taxable property in the City without limitation as to rate or amount (the “Full Faith and Credit Taxes”) (the Pledged Rental Income, the Pledged Incremental Property Taxes and the Sales Taxes being, collectively, the “Pledged Revenues,” and together with the Full Faith and Credit Taxes being, collectively, the “Pledged Moneys”), all in accordance with the provisions of the Applicable Law.

This Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, unless the Full Faith and Credit Taxes shall have
been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the City for purposes of all statutory provisions or limitations until such time as an audit of the City shall show that the Bonds shall have been paid from the Pledged Revenues for a complete Fiscal Year.

Under the Applicable Law and the Ordinance, the Pledged Rental Income shall be deposited into the Pledged Rental Income Account, which shall be used only and has been heretofore pledged for the purposes as set forth in the Reform Act, and in making all payments required to maintain the accounts established under the Ordinance. Under the Applicable Law and the Ordinance, the Pledged Incremental Property Taxes shall be deposited into certain special tax allocation funds, which shall be used only and have been heretofore pledged for the purposes as set forth in the TIF Act, and in making all payments required to maintain the accounts established under the Ordinance. Under the Applicable Law and the Ordinance, the Sales Taxes shall be deposited into the Pledged Sales Taxes Account, which shall be used only and has been heretofore pledged for the purposes as set forth in the Reform Act, and in making all payments required to maintain the accounts established under the Ordinance. Bonds may be issued in the future to share in the Pledged Revenues, or in any portion of the Pledged Revenues, on a parity as to lien with the Prior Camp Street TIF Bonds, the Subordinated West Washington Street Bonds, the Prior Sales Tax Bonds and/or the Bonds as provided in the Ordinance and the Applicable Law. The Full Faith and Credit Taxes secure, solely and only, the Bonds, and are not pledged to and will not be available for payment of any Prior Alternate Bond or Additional Bonds. Junior Lien Bonds may be issued in the priority of lien as provided in the Ordinance.

[The Bonds coming due on and after January 1, 20__, are subject to redemption prior to maturity, at the option of the City, from any available moneys, on January 1, 20__, and any date
thereafter, in whole or in part, and if in part in such principal amounts and from such maturities as determined by the City and within any maturity by lot, at a redemption price of par plus accrued interest to the date fixed for redemption. Further provisions relating to any such redemption are as set out more fully in the Ordinance.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

Under various subsections of Section 141 of the Internal Revenue Code of 1986, as amended, the interest on this Bond is not excludable from gross income for federal income tax purposes. Bondholders should consult their tax advisors with respect to the inclusion of interest on the Bonds in gross income for federal income tax purposes.
ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

______________________________________________________________________________  [Identifying Numbers]
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint ______________________

                                                                                          

as attorney to transfer the said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: __________________________

Signature guaranteed: __________________________

NOTICE: The signature to this transfer and assignment must correspond with the name of the
Registered Owner as it appears upon the face of the within Bond in every particular,
without alteration or enlargement or any change whatever.

Section 11. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged
Moneys and shall not constitute an indebtedness of the City within the meaning of any
constitutional or statutory limitation, unless the Full Faith and Credit Taxes shall have been
extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as
set forth in Section 14 hereof, in which case the amount of the Bonds then Outstanding shall be
included in the computation of indebtedness of the City for purposes of all statutory provisions or
limitations until such time as an audit of the City shall show that the Bonds have been paid from
the Pledged Revenues for a complete Fiscal Year, in accordance with the Reform Act.

Section 12. Pledged Rental Income Account; Camp Street Special Tax Allocation Fund
– Accounts; Subordinated West Washington Street Incremental Property Taxes; Pledged Sales
Tax Account. A. PLEDGED RENTAL INCOME ACCOUNT. There is hereby continued a special fund of the City to be known as the “Pledged Rental Income Account” (the “Pledged Rental Income Account”), to be held by the City separate and apart from all other funds and accounts of the City. All of the Pledged Rental Income shall be set aside as collected and remitted by the City Treasurer for deposit in the Pledged Rental Income Account, which is a trust fund hereby continued for the purpose of carrying out the covenants, terms and conditions imposed upon the City by the Reform Act and this Ordinance. The Bonds are secured by a pledge of all of the Pledged Rental Income on deposit in the Pledged Rental Income Account, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

Not later than each November 15, the City Treasurer shall continue to conduct an accounting (a “Rental Income Accounting”) to determine the balance of Pledged Rental Income on deposit in and to the credit of the Pledged Rental Income Account.

Each Rental Income Accounting shall determine the Principal Requirement and the Interest Requirement for the next Bond Year. In the event the City Treasurer shall determine upon any Rental Income Accounting that Pledged Rental Income is not necessary fully to pay (at Stated Maturity, upon redemption or otherwise) the Principal Requirement and the Interest Requirement, the City Treasurer shall promptly notify Bond Counsel as provided in the Lease and shall take such action as Bond Counsel shall determine is necessary to assure that the interest on any previously issued Tax Exempt bonds continues to be excludable from the gross income of the owners thereof for federal income tax purposes.

B. THE CAMP STREET SPECIAL TAX ALLOCATION FUND. The Camp Street Special Tax Allocation Fund is hereby expressly continued as a special fund of the City, to be held by the City except as hereinafter expressly provided, which fund shall be held separate and apart from all other funds and accounts of the City. All of the Camp Street Incremental Property Taxes and any other
revenues, from any source whatsoever (except with respect to the Pledged Rental Income, the Subordinated West Washington Street Incremental Property Taxes and the Sales Taxes and any investment earnings as hereinafter provided) designated to pay principal of, interest on and premium, if any, on the Bonds and any Additional Bonds shall be set aside as collected and be remitted by the City Treasurer for deposit in the Camp Street Special Tax Allocation Fund, which is a trust fund heretofore established and hereby continued for the purpose of carrying out the covenants, terms and conditions imposed upon the City by the TIF Act and by this Ordinance. The Bonds are secured by a pledge of all of the Pledged Incremental Property Taxes on deposit in the Camp Street Special Tax Allocation Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

As provided in the TIF Act, the Camp Street Incremental Property Taxes are to be paid to the City Treasurer by the officers who collect or receive the Camp Street Incremental Property Taxes. Whenever the City Treasurer receives any of the Camp Street Incremental Property Taxes, he or she shall promptly remit the same for deposit into and credit to the separate accounts hereby created within the Camp Street Special Tax Allocation Fund and to be known as the “Senior Lien Principal and Interest Account,” the “Administrative Account,” the “Junior Lien Principal and Interest Account,” and the “General Account”. As moneys are deposited into the Camp Street Special Tax Allocation Fund, without any further official action or direction, the City Treasurer shall credit to and deposit the same as follows:

(i)  *The Senior Lien Principal and Interest Account.* The City Treasurer shall first credit to and immediately transfer into the Senior Lien Principal and Interest Account all of the Camp Street Incremental Property Taxes, and, except as hereinafter provided, moneys to the credit of the Senior Lien Principal and Interest Account shall be used solely and only for the purpose of paying principal of and interest and applicable premium on the Outstanding Bonds as the same become due. Not later than each November 15, the City Treasurer shall continue to conduct an accounting (a “TIF Accounting”) to determine the balance of Camp Street Incremental Property Taxes on deposit in and to the credit of the Senior Lien Principal and Interest Account.
Each TIF Accounting shall determine for the Bonds the Principal Requirement and the Interest Requirement for the next Bond Year commencing after the Tax Year from which the Camp Street Incremental Property Taxes have been derived; that is, the Incremental Property Taxes derived from the 2019 Tax Year (collectible in 2020) shall be used to pay the Principal Requirement and the Interest Requirement for the Bond Year commencing January 1, 2020, and so on. If, upon any TIF Accounting, there are funds on deposit in and to the credit of the Senior Lien Principal and Interest Account in excess of such Principal Requirement and such Interest Requirement, such funds shall be transferred by the City Treasurer to the Administrative Account as hereinbelow provided.

(ii) The Administrative Account. The City Treasurer shall next credit to and immediately deposit into the Administrative Account Camp Street Incremental Property Taxes until the amount on deposit in and to the credit of the Administrative Account equals the Administrative Account Requirement. Amounts on deposit in and to the credit of the Administrative Account shall be used solely and only to pay the annual administrative expenses of the City related to the Plan, the Project and the Redevelopment Project Area.

If, upon any TIF Accounting, there are funds on deposit in and to the credit of the Administrative Account in excess of the Administrative Account Requirement, such funds shall be transferred by the City Treasurer to the Junior Lien Principal and Interest Account as hereinbelow provided.

(iii) The Junior Lien Principal and Interest Account. If, upon any TIF Accounting, any Junior Lien Bonds are outstanding, the City Treasurer shall next credit to and immediately transfer into the Junior Lien Principal and Interest Account the balance of the Camp Street Incremental Property Taxes, and, except as hereinafter provided, moneys to the credit of the Junior Lien Principal and Interest Account shall be used solely and only for the purpose of paying principal of and interest and applicable premium on the Junior Lien Bonds, if any, as the same become due.

If, upon any TIF Accounting, there are funds on deposit in and to the credit of the Junior Lien Principal and Interest Account in excess of any Junior Lien Principal Requirement and the Junior Lien Interest Requirement, such funds shall be transferred by the City Treasurer to the General Account as hereinbelow provided.

(iv) The General Account. All moneys remaining in the Camp Street Special Tax Allocation Fund, after crediting the required amounts to the Senior Lien Principal and Interest Account, the Administrative Account and, if any, the Junior Lien Principal and Interest Account hereinabove provided for, shall be transferred by the City Treasurer for deposit in and credit to the General Account. At any time and from time to time the City Treasurer shall transfer any moneys on deposit in the General Account, in order to remedy any deficiencies in any prior accounts of the Camp Street Special Tax Allocation Fund. Except as hereinbefore provided in this subsection (iii), moneys on deposit in the General Account shall be used for one or more of the following purposes, without any priority among them:
(a) for the purpose of paying any Project costs; or

(b) for the purpose of redeeming Outstanding Bonds, Prior Camp Street TIF Bonds or Junior Lien Bonds; or

(c) for the purpose of purchasing Outstanding Bonds, Prior Camp Street TIF Bonds or Junior Lien Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or

(d) for the purpose of refunding, advance refunding or prepaying any Bond, Prior Camp Street TIF Bond or Junior Lien Bond; or

(e) for the purpose of creating such additional reserves as may be deemed necessary by the Corporate Authorities, it being the express intent of the Corporate Authorities to reserve unto the City the right to establish such reserve or reserves in order to assure that the Full Faith and Credit Taxes may be abated in each Tax Year while any Bonds remain outstanding; or

(f) for the purpose of reimbursing the City for any transfer of general corporate funds of the City for purposes relating to the Plan, the Project, the Redevelopment Project Area, or the Redevelopment Project, including but not limited to funds disbursed for the payment of redevelopment project costs incurred by the City or advanced to abate the Full Faith and Credit Taxes and whether or not such reimbursement occurs in the relevant Tax Year for which such advance was made; or

(g) for the purpose of distributing Camp Street Incremental Property Taxes to the taxing districts or municipal corporations having the power to tax real property in the Camp Street Redevelopment Project Area or to the City pursuant to any redevelopment agreement; or

(h) for the purpose of paying principal of, or premium, if any, or interest on any obligation of the City issued to pay redevelopment project costs for the Camp Street Redevelopment Project Area, whether or not secured by a pledge of the monies to the credit of the Camp Street Special Tax Allocation Fund; or

(i) for any other purpose related to the Plan, the Project, the Camp Street Redevelopment Project Area or the Redevelopment Project pursuant to the TIF Act.

C. WEST WASHINGTON STREET REDEVELOPMENT PROJECT AREA SPECIAL TAX ALLOCATION FUND. The West Washington Street Redevelopment Project Area Special Tax Allocation Fund is hereby expressly continued as a special fund of the City, which fund shall be held separate and apart from all other funds and accounts of the City and shall be administered as
otherwise provided in the Prior TIF Bond Ordinance. Whenever a TIF Accounting shall determine that the Camp Street Incremental Property Taxes, when aggregated with the Pledged Rental Income and/or the Sales Taxes, shall be insufficient to pay the Principal Requirement and the Interest Requirement, without official action by or direction of the Corporate Authorities, the City Treasurer is authorized to transfer moneys, if any, then on deposit in and to the credit of the General Account of the West Washington Street Redevelopment Project Area Special Tax Allocation Fund to the Senior Lien Principal and Interest Account of the Camp Street Special Tax Allocation Fund, and such transferred Subordinated West Washington Street Incremental Property Taxes shall be used solely to pay principal of and interest on the Bonds at Stated Maturity or as called for mandatory or optional redemption as hereinabove provided. The remainder, if any, of the Incremental Property Taxes remaining on deposit in the General Account of the West Washington Street Redevelopment Project Area shall be deemed upon any such transfer to be released from the pledge of this Ordinance and shall not be “Subordinated West Washington Street Incremental Property Taxes” for any purpose of this Ordinance but rather shall be available to the City for any purpose as may be authorized pursuant to the Prior TIF Bond Ordinance and the TIF Act.

D. PLEDGED SALES TAX ACCOUNT. There is hereby continued a special fund of the City to be known as the “Pledged Sales Tax Account” (the “Pledged Sales Tax Account”), to be held by the City separate and apart from all other funds and accounts of the City. All of the Pledged Sales Taxes designated to pay principal of, interest on and premium, if any, on the Bonds, the Prior Sales Tax Bonds and any Additional Bonds shall be set aside as collected and remitted by the City Treasurer for deposit in the Pledged Sales Tax Account (or as may be otherwise provided for any of the Prior Sales Tax Bonds pursuant to the proceedings authorizing such Prior Sales Tax Bonds), which is a trust fund hereby continued for the purpose of carrying out the covenants, terms and conditions imposed upon the City by the Reform Act and this Ordinance. The Bonds are secured,
ratably and equally with the Prior Sales Tax Bonds, by a pledge of all of the Pledged Sales Taxes on deposit in the Pledged Sales Tax Account, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

The City Treasurer is hereby expressly authorized and directed to set aside from each distribution to the City by the State of sales taxes, or successor taxes thereto, so much (if any) of said distribution as he or she shall reasonably determine is necessary to establish a balance on deposit in and to the credit of the Pledged Sales Tax Account sufficient to meet the requirements of this Ordinance for the then current Bond Year. Said amount, if any, shall be immediately deposited each month by said Treasurer into the Pledged Sales Tax Account until the credit balance of said Account is, in the reasonable determination of the City Treasurer, sufficient to meet said requirements.

Not later than each November 15, the City Treasurer shall continue to conduct an accounting (a “Sales Tax Accounting”) to determine the balance of Pledged Sales Taxes on deposit in and to the credit of the Pledged Sales Tax Account.

Each Sales Tax Accounting shall determine the Principal Requirement and the Interest Requirement for the next Bond Year. If, upon any Sales Tax Accounting, there are funds on deposit in and to the credit of the Pledged Sales Tax Account in excess of such Principal Requirement and such Interest Requirement, such funds shall be transferred by the City Treasurer to the general corporate funds of the City as hereinbelow provided. The City Treasurer is hereby expressly directed and authorized to use moneys on deposit in and to the credit of the Pledged Sales Tax Account to pay principal of and interest on the Outstanding Bonds.

In the event the City Treasurer shall determine upon any Sales Tax Accounting that Pledged Sales Taxes are not necessary fully to pay (at Stated Maturity, upon redemption or otherwise) the Principal Requirement and the Interest Requirement, the balance of the Pledged
Sales Taxes then on deposit in and to the credit of the Pledged Sales Tax Account in excess of the necessary amount shall be released from the pledge of this Ordinance, and the City Treasurer shall promptly transfer such balance in excess of the necessary amount to the City to be used by the City for any lawful corporate purpose. Upon any such transfer and release, any such moneys shall no longer be deemed to be “Pledged Sales Taxes” under this Ordinance, and no registered owner of any Bond issued hereunder shall have the power to compel the City to apply such sales taxes to the payment of principal of, premium, if any, or interest on the Bonds.

E. INVESTMENTS. Except as otherwise expressly provided, moneys to the credit of the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund and the Pledged Sales Tax Account may be invested by the City Treasurer without further direction from or official action by the Corporate Authorities, but only in Qualified Investments or as otherwise provided by any authorization granted to municipal corporations by Illinois statute or court decision. Such investments may be sold from time to time by the Treasurer as funds may be needed.

All earnings or profit on any funds so invested in the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund or the Pledged Sales Tax Account shall be retained therein.

Moneys in any of said Accounts shall be invested by the Treasurer, if necessary, in investments restricted as to yield, which investments may be in United States Treasury Obligations—State and Local Government Series, if available, and to such end the Treasurer shall refer to any investment restrictions covenanted by the City or any Designated Officer thereof as part of the transcript of proceedings for the issuance of the Bonds, and to appropriate opinions of counsel.

F. ACCOUNT EXCESSES. Any amounts to the credit of the Accounts of the Camp Street Special Tax Allocation Fund or the Pledged Sales Tax Account in excess of the then current
requirements therefor may be transferred at any time by the City Treasurer to such other Account or Accounts, respectively, of the Camp Street Special Tax Allocation Fund or the Pledged Sales Tax Account as it may in his or her sole discretion designate.

Section 13. Full Faith and Credit Taxes Fund. There is hereby created a special fund of the City, which fund shall be held by the Paying Agent separate and apart from all other funds and accounts of the City and be known as the “Alternate Bond Fund” (the “Full Faith and Credit Taxes Fund”). The purpose of the Full Faith and Credit Taxes Fund is to provide a fund to receive and disburse Full Faith and Credit Taxes for any (or all) of the Bonds. All payments made with respect to the Bonds from the Pledged Revenues shall be made by the Paying Agent directly from the Pledged Rental Income Account, the Senior Lien Principal and Interest Account or the Pledged Sales Taxes Account. All Full Faith and Credit Taxes shall be deposited to the credit of the Full Faith and Credit Taxes Fund. The Full Faith and Credit Taxes Fund constitutes a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance.

Full Faith and Credit Taxes on deposit to the credit of the Full Faith and Credit Taxes Fund shall be fully spent to pay the principal of and interest on the Bonds prior to use of any moneys on deposit in the Pledged Rental Income Account, the Senior Lien Principal and Interest Account or the Pledged Sales Tax Account.

Section 14. Full Faith and Credit Taxes; Tax Levy. The Bonds are Alternate Bonds. For the purpose of providing funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the Reform Act, there is hereby levied upon all of the taxable property within the City, in the years for which any of such Bonds are Outstanding, a direct annual tax for each of the years while such Bonds or any of them are Outstanding, in amounts sufficient for that purpose,
and there be and there hereby is levied upon all of the taxable property in the City direct annual taxes in the amounts (not to exceed $1,820,000 per year) and for the years as shall be provided in the Bond Order (the “Full Faith and Credit Taxes”).

Following any extension of Full Faith and Credit Taxes, interest or principal coming due at any time when there are insufficient funds on hand from the Full Faith and Credit Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Full Faith and Credit Taxes herein levied; and when the Full Faith and Credit Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Section 15. Filing with County Clerk. After this Ordinance becomes effective, a copy hereof, certified by the City Clerk, together with an executed copy of the Bond Order, shall be filed with the County Clerk. The County Clerk shall in and for each of the years required ascertain the rate percent required to produce the aggregate Full Faith and Credit Taxes hereinbefore provided to be levied in each of said years as set forth in the Bond Order; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years the Full Faith and Credit Taxes shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes of the City for said years are levied and collected, and in addition to and in excess of all other taxes. The Full Faith and Credit Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 16. Abatement of Full Faith and Credit Taxes. Not earlier than January 2 and not later than the last date in any Tax Year that the County Clerk will accept the filing of an ordinance levying a tax to be extended for such Tax Year for the payment of principal of and interest on general obligation bonds, the City Treasurer shall determine (i) the amounts on deposit in and to the credit of the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund,
and/or the Pledged Sales Tax Account, and available to pay the Principal Requirement and the Interest Requirement for which the Full Faith and Credit Taxes have been levied for such Tax Year and (ii) the amount of any additional monies reasonably anticipated to be transferred to the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund (including, specifically, the Subordinated West Washington Street Incremental Property Taxes), and/or the Pledged Sales Tax Account, by proper proceedings of the Corporate Authorities. The City Treasurer shall set forth the aggregate amount of funds which are on deposit in the Pledged Rental Income Account, the Camp Street Special Tax Allocation Fund, and/or the Pledges Sales Tax Account, and which are available for the purpose of abating the Full Faith and Credit Taxes to be extended during that Tax Year. By proper proceedings the Corporate Authorities shall direct the abatement of the Full Faith and Credit Taxes for that Tax Year by the aggregate amounts available and on deposit in the Pledged Rental Income Account, the Senior Lien Principal and Interest Account, and/or the Pledged Sales Tax Account, as evidenced by such determination. The City hereby expressly covenants and agrees that Pledged Incremental Property Taxes shall not be used to abate any Full Faith and Credit Taxes levied to pay any portion of the Bonds issued to pay costs other than eligible redevelopment project costs as provided in the TIF Act.

Section 17. General Covenants. The City covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain Outstanding, as follows:

A. The City pledges the Pledged Revenues to the payment of the Bonds, and the Corporate Authorities covenant and agree to provide for, collect and apply Pledged Revenues to the payment of the Bonds payable from such Pledged Revenues as hereinabove provided and the provision of not less than an additional .25 times debt service. The determination of the sufficiency of the Pledged Revenues pursuant to this subsection (A) shall be supported by reference to the Audit, and the reference to and
acceptance of the Audit by the Corporate Authorities shall be conclusive evidence that the conditions of Section 15 of the Reform Act have been met.

B. The City will punctually pay or cause to be paid from the Full Faith and Credit Taxes Fund, the Pledged Rental Income Account, the Senior Lien Principal and Interest Account, and the Pledged Sales Tax Account (being, collectively, the “Bond Fund”), the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The City will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

D. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys and the Bond Fund.

E. The City will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

F. The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and
for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are Outstanding, the City will continue to deposit and apply the Pledged Revenues and, if applicable, the Full Faith and Credit Taxes as provided herein. The City covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy the Full Faith and Credit Taxes and to collect and to segregate the Pledged Moneys. The City and its officers will comply with all present and future applicable laws in order to assure that the Full Faith and Credit Taxes can be levied and extended and that the Pledged Revenues and the Full Faith and Credit Taxes may be collected and deposited into the respective Bond Fund as provided herein.

H. The Outstanding Bonds shall be and forever remain until paid or defeased the general obligation of the City, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to from the Pledged Revenues, as herein provided, from the levy of the Full Faith and Credit Taxes as provided in the Reform Act.

I. Within 270 days following the close of each Fiscal Year, the City will cause the books and accounts of the Fund to be audited by independent certified public accountants in accordance with appropriate audit standards. Said audit will be available for inspection by the registered owners of any of the Bonds.

Section 18. Additional Bonds. The City reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, or from any portion of the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the
Bonds; provided, however, that no Additional Bonds shall be issued except upon compliance with the provisions of the Reform Act as the Reform Act is written at this time.

Section 19. Defeasance. The Bonds may be discharged, payment provided for, and the City’s liability terminated as follows:

(a) Discharge of Indebtedness. If (i) the City shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar shall have been paid, and (iii) the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the City shall pay or cause to be paid to the registered owners of all Outstanding Bonds, or of a particular maturity of the Bonds, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this Ordinance, and all covenants, agreements and obligations of the City to the holders of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) Provision for Payment. Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Bond Registrar (whether upon or prior to the maturity or the redemption date of such Bonds) or similar institution having trust powers shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Bond Registrar shall have been made for the giving thereof. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Bonds.

The City may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the City may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Termination of City’s Liability. Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Bond Registrar or similar institution having trust powers of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the City in respect of such Bond or Bonds shall cease, determine
and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited with the Bond Registrar or similar institution as aforesaid for their payment.

Section 20. Sale of the Bonds. Any two or more of the Designated Officers are hereby authorized to sell all or any portion of the Bonds to the Purchaser on such terms as they may deem to be in the best interests of the City, provided that the terms and parameters of this Ordinance shall be satisfied in full. The Bonds or any portion thereof may be sold as the Designated Officers shall determine that the proceeds of such sales are needed. Nothing contained in this Ordinance shall limit the sale of the Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof.

Subsequent to such sale, the Designated Officers shall file in the office of the City Clerk the Bond Order directed to the Corporate Authorities identifying the terms of the sale, the amount of the Bonds being sold, the dated date of the Bonds sold, the aggregate principal amount of Bonds sold, the principal amount of Bonds maturing and mandatorily redeemable in each year, the optional redemption provisions applicable to the Bonds, the interest rate or rates on the Bonds, and the information regarding the title of the Bonds, and thereafter the Bonds so sold shall be duly prepared and executed in the form and manner provided herein and delivered to the Purchaser in accordance with the terms of sale.

Any Designated Officer and such other officers of the City as may be necessary are hereby authorized to execute such other documents, as may be necessary to effectuate the issuance and delivery of the Bonds, including but not limited to:

(a) a Contract of Purchase by and between the City and the Purchaser (the “Purchase Contract”), which form shall be acceptable to the Designated Officers and as customarily entered into by the City; and

(b) such other closing certifications and documents as are customary in financings such as the Bonds;
and execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes, additions, insertions, omissions or deletions as such officers may determine, with no further official action of or direction by the Corporate Authorities. Prior to the execution and delivery of the Purchase Contract, the Designated Officers shall find and determine that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

Prior to the sale of the Bonds, the Mayor or Administrator of the City is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

In the Bond Order, the Designated Officers shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed the maximum rate otherwise authorized by Applicable Law and that the net present value debt service savings to the City as a result of the issuance of the Bonds and the refunding of the Refunded Bonds is not less than 3.00% of the principal amount of the Refunded Bonds.

The preparation, use and distribution of a preliminary official statement and an official statement relating to each sale and issuance of the Bonds are hereby ratified and approved. The Designated Officers are each hereby authorized to execute and deliver an official statement relating to each sale and issuance of the Bonds on behalf of the City. Any preliminary official statement
and official statement herein authorized shall be in substantially the forms previously used for general obligation financings of the City with appropriate revisions to reflect the terms and provisions of the Bonds and to describe accurately the current condition of the City and the parties to the financing.

Section 21. Use of Proceeds. The proceeds received from the sale of the Bonds shall be used as follows:

A. Accrued interest and capitalized interest in the amount and for the period as specified in the Bond Order, shall be credited to such fund or account as may be provided in the Bond Order and be applied to pay first interest due on the Bonds.

B. The amount necessary of the proceeds of the Bonds shall be deposited into a separate fund, hereby created, designated the “Expense Fund” to be used to pay expenses of issuance of Bonds. Disbursements from such fund shall be made (A) directly by the Purchaser on the date of delivery of the Bonds or (B) from time to time by the Treasurer of the City, without further action of the Corporate Authorities. Any excess in said fund shall be deposited into the Bond Fund.

C. The amount necessary from the proceeds of the Bonds, together with such money in the bond fund for the Series 2010A Bonds as may be advisable for the purpose, shall be used to provide for the Refunding of the Refunded Bonds pursuant to the provisions of an escrow (the “Escrow Agreement”) to be entered into between the District and Amalgamated Bank of Chicago, Chicago, Illinois, as escrow agent (or such other bank named therein, the “Escrow Agent”), in substantially the form attached hereto as Exhibit A and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the City executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the principal
of and interest on the Refunded Bonds when due and upon redemption prior to maturity. The Council approves the form, terms and provisions of the Escrow Agreement and directs the Mayor and Clerk to execute, attest and deliver the Escrow Agreement in the name and on behalf of the City. Amounts in the escrow may be used to purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States of America (the “Government Securities”) to provide for the payment of the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity. The Escrow Agent, the Purchaser and any bidding agent to be named in the Bond Order are each hereby authorized to act as agent for the City in the purchase of the Government Securities. Subject only to the delivery of the Bonds and the necessary deposit into the Escrow Agreement, such of the Refunded Bonds as are identified in the Bond Order as the Refunded Bonds are hereby determined to be Refunded Bonds and are called for redemption at their earliest possible call dates set forth in the Bond Order, and with the appropriate notice to be given as set forth authorizing the bond ordinance for the Series 2010A Bonds.

Section 22. Bond Registrar Covenants. If requested by the Bond Registrar, the Designated Officers are authorized to execute a Bond Registrar's agreement by and between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. Such duties shall include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law;
(c) to give notice, if any, of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Outstanding Bonds and payments made with respect to interest on the Bonds.

The City Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

The City covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

A. The City shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

B. The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond
Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

C. The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in the same manner, or as nearly the same as may be practicable, as for a redemption of Bonds. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining its principal corporate trust office in Illinois, and having capital and surplus and undivided profits in excess of $50,000,000.

Section 23. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, each in accordance with terms hereof; and no changes, additions or alterations of any kind shall be made hereto.

Section 24. Supplemental Ordinances. The rights and obligations of the City and of the owners of Outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the Corporate Authorities with the written consent of the owners of not less than two-thirds (2/3rds) of the principal amount of all Outstanding Bonds (excluding any of said Bonds owned by or under the control of the City); provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or permit the creation of a preference or priority of any Outstanding
Bond or Outstanding Bonds over any other Outstanding Bond or Outstanding Bonds, or otherwise alter or impair the obligation of the City to pay the principal of and interest on any of the Outstanding Bonds at the time, place, rate, and in the currency provided therein, or alter or impair the obligations of the City with respect to registration, transfer, exchange or notice of redemption of Bonds, without the express consent of the owners of all the Outstanding Bonds affected; nor shall any such modification or amendment reduce the percentage of the owners of Outstanding Bonds required for the written consent of such modification or amendment without the consent of the owners of all of the Outstanding Bonds.

Section 25. Continuing Disclosure Undertaking. The Mayor or Treasurer of the City is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Continuing Disclosure Undertaking”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 26. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “Municipal
Bond Insurance Policy”) issued by a bond insurer (the “Bond Insurer”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Mayor of the City on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 27. 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 28. Repealer. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Section 29. Publication; Effective Date. This ordinance shall be published once within ten days of adoption in pamphlet form and shall be effective immediately upon its passage and approval.

INTRODUCED by the Corporate Authorities on October 1, 2019.

PASSED by the Corporate Authorities on October 15, 2019.

APPROVED: October 15, 2019.

_______________________________
Mayor

AYES: __________________________________________________________

NAYS: __________________________________________________________

ABSENT: _________________________________________________________

RECORDED in the City Records on __________, 2019.

Published in pamphlet form by authority of the Corporate Authorities on __________, 2019, at ____:____ P.M.

ATTEST:

_______________________________
City Clerk

[SEAL]
This Escrow Agreement (this “Agreement”), dated as of on the date witnessed hereinbelow, by and between the City of East Peoria, Tazewell County, Illinois (the “City”), and Amalgamated Bank of Chicago, a banking corporation having trust powers, organized and operating under the laws of the State of Illinois, located in Chicago, Illinois (the “Escrow Agent”), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

Section 1.01. “Bonds” means the $_____________ Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019, dated _____________, 2019, authorized to be issued by the Bond Ordinance.

Section 1.02. “Bond Ordinance” means the ordinance adopted on the 15th day of October, 2019, by the Council entitled:

AN ORDINANCE authorizing and providing for the issuance of not to exceed $18,225,000 Taxable General Obligation Refunding Bonds (Alternate Revenue Source), Series 2019, of the City of East Peoria, Tazewell County, Illinois, for the purpose of refunding certain outstanding alternate revenue bonds of said City, authorizing the execution of a bond order in connection therewith, pledging certain revenues of said City, providing for the imposition of taxes to pay the same, authorizing the execution of an escrow agreement in connection therewith, and authorizing the sale of said bonds to the purchaser thereof.

authorizing the issuance of the Bonds.
Section 1.03. “Council” means the Council of the City.

Section 1.04. “Escrow Account” means the trust account established under this Agreement by the deposit of the Government Securities and the beginning cash.

Section 1.05. “Government Securities” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in Exhibit A to this Agreement and also including any direct obligations purchased pursuant to Section 3.02.

Section 1.06. “Intended Government Securities” means the Government Securities labeled as such on Schedule A.


Section 1.08. “Refunded Bonds” means the outstanding bonds of the City as follows:

$___________ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010A, dated August 30, 2010, being a portion of the bonds outstanding from an issue in the original principal amount of $25,270,000, fully registered and without coupons, due on January 1 of the year, in the amount and bearing interest at the rate per annum as follows:

<table>
<thead>
<tr>
<th>YEAR OF MATURITY</th>
<th>PRINCIPAL AMOUNT</th>
<th>RATE OF INTEREST</th>
</tr>
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</table>

Section 1.09. “Treasurer” means the City Treasurer.

ARTICLE II

CREATION OF ESCROW

Section 2.01. The City by the Bond Ordinance has authorized the issue and delivery of the Bonds, proceeds of which, together with certain funds of the City on hand and legally available for such purpose, are to be used to refund the Refunded Bonds by the deposit on demand and to
purchase on behalf of the City the Government Securities. Such deposit and securities will provide all moneys necessary to pay the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity.

Section 2.02. The City deposits $___________ from the proceeds of the Bonds, $______ from the proceeds of the Refunded Bonds and $__________ from funds on hand and legally available for the purchase of Government Securities and the funding of a beginning cash escrow deposit on demand in the amount of $___________ (the “Beginning Deposit”). The Beginning Deposit and the Government Securities are held in an irrevocable trust fund account for the City to the benefit of the holders of the Refunded Bonds to pay the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity.

Section 2.03. The Escrow Agent and the City have each received the report of [Grant Thornton LLP, Minneapolis, Minnesota], attached hereto as Exhibit B (the “Verification Report”), that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Refunded Bonds, to pay all interest on and all principal of the Refunded Bonds when due and upon redemption prior to maturity as evidenced by the Verification Report.

Section 2.04. To the extent that the Intended Government Securities as shown on Schedule A have not all been delivered at Closing because other Government Securities have been substituted for the Intended Government Securities, the Escrow Agent will, without further direction on or before the date specified on Schedule A reverse the substitution by taking delivery of Intended Government Securities, and then after confirming receipt of the Intended Government Securities shall release and deliver the corresponding substitute Government Securities to the order of the person specified on Schedule A. However, unless the Escrow Agent will then hold all of the
Intended Government Securities, such release shall be contingent upon receipt of an opinion of a firm of nationally recognized independent certified public accountants or consultants nationally recognized as having an expertise in the area of refunding escrows that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due all principal and interest on the Refunded Bonds after the reversal of the substitution.

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the City as follows:

Section 3.01. The Escrow Agent will hold the Government Securities and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the Refunded Bonds until final payment thereof.

Section 3.02. The beginning cash escrow deposit shall not be invested by the Escrow Agent. Otherwise, the Escrow Agent will reinvest all available uninvested balances (except for an amount under $1,000 or as explicitly provided in this Section) in the Escrow Account on deposit from time to time, whenever said balances exceed $1,000 unless said balance is needed to pay principal of or interest on refunded bonds within 14 days, and acknowledges that the schedule of amounts available for reinvestment appears in the cash flow tables in the Verification Report and in Exhibit C. Investments so made shall be in direct obligations of the United States of America and shall be scheduled to mature on or prior to the interest payment date on the Refunded Bonds on which such proceeds will be needed to pay the principal of or interest on the Refunded Bonds.
Exhibit C contains a list of scheduled reinvestments. The Escrow Agent is instructed to subscribe for and take delivery of SLGS as described in Exhibit C.

The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

Section 3.03. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of principal and interest on the Refunded Bonds when due and upon redemption prior to maturity as herein provided.

Section 3.04. The Escrow Agent in its separate capacity as Paying Agent, will remit, in good funds on or before each principal or interest payment or redemption date on the Refunded Bonds, moneys sufficient to pay such principal, interest and redemption price as will meet the requirements for the retirement of the Refunded Bonds, and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.05. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Paying Agent or the bond registrar and paying agent on the Bonds, and the City either paid such fees, charges and expenses in advance as set forth in Section 3.06 hereof or covenants to pay the same as they become due.

Section 3.06. The charges, fees and expenses of the Escrow Agent (other than any charges, fees and expenses incurred pursuant to Section 3.07 hereof) have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom. The Escrow Agent is also providing bond registrar and paying agent services for the Bonds, and the acceptance fee and first annual fee of the Escrow Agent for such bond registrar and paying agent services have been paid in advance,
and all remaining charges, fees or expenses of the Escrow Agent for such services shall be paid by the City upon receipt of invoices therefor.

Section 3.07. The City has called the Refunded Bonds for redemption and payment prior to maturity on January 1, 2021. The Escrow Agent in its separate capacity as Paying Agent, will provide for and give timely notice of the call for redemption of such Refunded Bonds. The form and time of the giving of such notice regarding such Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds.

The Escrow Agent in its separate capacity as Paying Agent, shall also give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Council (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at https://msrb.org.

Section 3.08. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the City to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment,
decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.09. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Bonds or the Refunded Bonds.

Section 3.10. The Escrow Agent will submit to the Treasurer a statement within forty-five (45) days after January 2 and July 2 of each calendar year, commencing January 2, 2020, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period (or, for the first period, from the date of delivery of the Bonds to January 2, 2020), and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.11. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Refunded Bonds, the Escrow Agent shall notify the Treasurer and the Council, not less than five (5) days prior to such date, and the City agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF CITY

The City covenants and agrees with the Escrow Agent as follows:

Section 4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the City herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Bond Ordinance, and (c) any undertaking or statement of the City hereunder or under the Bond Ordinance.
Section 4.02. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the City or the Treasurer.

Section 4.03. The City will take any and all further action necessary to ensure that adequate provision is made for the payment of the Refunded Bonds and will take no action which would cause the Bonds to be classified as “arbitrage bonds” under the Internal Revenue Code of 1986, as amended.

ARTICLE V

AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

Section 5.01. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.02. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the City hereunder shall be irrevocable and shall not be subject to amendment by the City and shall be binding on any successor to the officials now comprising the Council during the term of this Agreement.

Section 5.03. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

Section 5.04. This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be
referred to as a “Subsequent Action”), upon submission to the Escrow Agent of each of the following:

1. Certified copy of proceedings of the Council authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the City.

2. An opinion of a firm of nationally recognized independent certified public accountants or consultants nationally recognized as having an expertise in the area of refunding escrows that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Refunded Bonds will remain sufficient to pay when due all principal and interest on the Refunded Bonds after the taking of the Subsequent Action.

**ARTICLE VI**

**MERGER, CONSOLIDATION OR RESIGNATION OF ESCROW AGENT**

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent’s rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days’ written notice to the City, and such resignation shall take effect upon the appointment of a successor
Escrow Agent by the City. The City may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least $75,000,000 and having a corporate trust office within the State of Illinois, and which is authorized to maintain trust accounts for municipal corporations in Illinois under applicable law.

**ARTICLE VII**

**NOTICES TO THE CITY, THE TREASURER AND THE ESCROW AGENT**

*Section 7.01.* All notices and communications to the City and the Council shall be addressed in writing to: Council, City of East Peoria, 100 South Main Street, East Peoria, Illinois 61611.

*Section 7.02.* All notices and communications to the Treasurer shall be addressed in writing to: City Treasurer, City of East Peoria, 100 South Main Street, East Peoria, Illinois 61611.

*Section 7.03.* All notices and communications to the Escrow Agent shall be addressed in writing to: Corporate Trust Department, Amalgamated Bank of Chicago, 30 North LaSalle Street, 38th Floor, Chicago, Illinois 60602.

**ARTICLE VIII**

**TERMINATION OF AGREEMENT**

*Section 8.01.* That, upon final disbursement of funds sufficient to pay the principal and interest of the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Council, and thereupon this Agreement shall terminate.
ARTICLE IX

EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
IN WITNESS WHEREOF, the City of East Peoria, Tazewell County, Illinois, has caused this Agreement to be signed in its name by the Mayor of the City and to be attested by the City Clerk of the City under the seal of the City hereunto affixed; and Amalgamated Bank of Chicago, Chicago, Illinois, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the ____ day of ____________, 2019.

CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS

SPECIMEN

Mayor

Attest:

SPECIMEN

City Clerk

[SEAL]

AMALGAMATED BANK OF CHICAGO
Chicago, Illinois

SPECIMEN

Its

Attest:

SPECIMEN

Its

[BANK SEAL]
This Escrow Agreement received and acknowledged by me this ___ day of __________, 2019.

SPECIMEN

City Treasurer
TO: The Honorable Mayor and City Council

FROM: Ty Livingston, Director of Planning & Community Development

DATE: October 9, 2019

SUBJECT: Lease agreement with Adams Outdoor Advertising for 2200 E. Washington

BACKGROUND: In 2008, the City signed an agreement with Adams Outdoor for a sign structure in front of the Festival Building along Washington Street. This sign structure contains a static board which faces east and a digital, changeable copy side which faces west. Over the past 11 years, the City has been able to insert information on this digital side regarding upcoming events. Jill Peterson indicates this agreement with Adams has been very beneficial in assisting the City in communicating information about special events and other important messages. The board augments the other venues (webpage, social media, radio, tv, direct text messaging, etc…) the City uses to communicate with our residents. In addition, many of the other taxing bodies in our community have been able to do the same here. In total, the value the City receives – when considering the cost to purchase the space on other digital billboards – is estimated to be in excess of $20,000/annually.

This past spring, a section of the digital face failed and there was a black rectangle on a portion of the board for several months. Since then, the board has been addressed and fully functional. However, the team from Adams indicates that at least a 10-year commitment is needed to financially justify the board for them and so a new 10-year agreement commencing November 1st is being proposed.

Other than some minor house-keeping issues, the new agreement does include an option right for a perpetual easement to Adams should the City sell the property at some point during the lease term. The new agreement also contemplates that should the sign fail again during this term that Adams would have the right to remove the digital face and replace it with a static one. In turn, the City would receive comparable advertising on other digital sign faces in the City. Also, should this scenario occur, the agreement provides the City the option to terminate the lease and have the sign structure removed entirely – since the digital sign face was the driving reason for the sign’s placement here initially. Thank you to Commissioner Hill for his review and feedback on this agreement!

RECOMMENDATION: Approval of the proposed agreement, as presented.
RESOLUTION NO. 1920-068

East Peoria, Illinois
________________, 2019

RESOLUTION BY COMMISSIONER ____________________________

RESOLUTION APPROVING NEW SIGN LEASE AGREEMENT WITH
ADAMS OUTDOOR ADVERTISING L.P.
FOR 2200 EAST WASHINGTON STREET (FOLEPI BUILDING)

WHEREAS, Adams Outdoor Advertising, a Minnesota Limited Partnership (hereafter “Adams”), has provided off-premises outdoor advertising billboard signs and related marketing services in the City of East Peoria for many years; and

WHEREAS, Adams owns and operates a two-faced sign structure located on City property at 2200 East Washington Street where the FOLEPI Building is located (the “Sign”) under a lease agreement with the City; and

WHEREAS, under this leasing arrangement with Adams for the Sign, as a lease payment to the City, the City receives changeable sign copy advertising segments for City and other community events on the digital, west-facing, sign face of the Sign; and

WHEREAS, Adams has recently replaced and upgraded the digital, west-facing, sign face of the Sign, and now seeks to enter into a new lease agreement with the City for this Sign for a ten-year period; and

WHEREAS, City Officials have now negotiated a new lease agreement with Adams for this Sign for a ten-year period, and this lease agreement is attached hereto as Exhibit A and incorporated by reference (the “Sign Lease”); and

WHEREAS, it is in the best interests of the City to enter into a new ten-year lease for the Sign under the proposed Sign Lease with Adams as provided herein;

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 Sign Lease with Adams Outdoor Advertising is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the Sign Lease with Adams, 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 Sign Lease with Adams until such time as an executed original of the Sign Lease has been delivered to Adams.

APPROVED:

________________________________
Mayor

ATTEST:

________________________________
City Clerk
EXHIBIT A

Adams Outdoor Sign Lease (2200 E. Washington Street)
LEASE AGREEMENT

THIS AGREEMENT, made this ______ day of _________________, 2019, by and between ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP (“Lessee”), whose address is 911 S.W. Adams Street, Peoria, Illinois, 61602, and the CITY OF EAST PEORIA (“Lessor”), whose address is 401 W. Washington Street, East Peoria, Illinois, 61611;

WITNESSETH:

1. **DEMISE:** Lessor hereby leases and demises to Lessee the following described property (“Property”) for the purpose of erecting, operating, maintaining, repairing, modifying and reconstructing outdoor advertising structures, together with any advertising, equipment and accessories that Lessee may desire to place thereon (“Structures”), and Lessor warrants to Lessee the quiet enjoyment of such portion of the Property necessary for the placement, operation and maintenance of the Structures during the term of this Lease, and shall not enter into any agreement for or conditioned upon the removal of Lessee’s Structures; the Property commonly known as 2200 E. Washington Street, East Peoria, Tazewell County, Illinois 61611, P.I.N. 01-01-34-205-003.

Lessor also hereby grants to Lessee the following non-exclusive easements over the Property and adjacent property owned or controlled by Lessor: (a) an easement for reasonable access to Lessee’s Structures; (b) an easement to maintain an unobstructed view of the advertising copy on the Structures by passing motorists and pedestrians, including, but not limited to, the right to trim and remove any trees and other vegetation as often as Lessee in its sole discretion deems appropriate to prevent obstructions; and (c) an easement to connect utilities to Lessee’s Structures.

It is anticipated by the parties that the Structures will be rebuilt or updated by Lessee before, or within a reasonable time after, the commencement of the Lease term. The Structures, before and after such anticipated renovation, shall be two-sided, each with a face to be approximately 10’ x 30’, no larger than 300 square feet. Except as otherwise provided herein, of these two faces, the west face must always be equipped with a digital unit capable of displaying electronically changeable copy, such as to make possible the “payment” of rent pursuant to paragraph 3 of this Lease. However, should Lessee make the west face of the Structures a static display, Lessee shall provide Lessor with comparable digital advertising as required under the terms of this Lease on another digital sign owned by the Lessee in the City of East Peoria with similar or better exposure. Should the Lessee make this change to the west face to a static display, in lieu of receiving comparable digital advertising on another sign in East Peoria, the Lessor may provide notice of termination of this Agreement to Lessee and Lessee shall have ninety days from time of such notice to remove the Structures (as provided in paragraph 4 of this Lease). The East face may contain such a digital unit, in which case rent shall likewise be “paid” through the use of a slot on said East face, as set forth in paragraph 3 of this Lease.
Nothing in this Lease shall be construed to limit Lessor’s right to possess and enjoy such portions of the Property that are unnecessary for the placement, operation and maintenance of the Structures or the exercise of Lessee’s easement rights.

2. **TERM:** This Lease shall commence on November 1, 2019 and shall continue in full force and effect, the initial term expiring on October 31, 2029. Thereafter, this Lease shall continue on a month-to-month basis unless terminated by either party upon thirty (30) days’ written notice.

3. **RENT:** In lieu of monetary rent, Lessee agrees to provide Lessor the use of one ten-second “slot” upon the digital unit to be placed on the West face of the Structure. If a second digital unit is placed upon the East face of the Structure, Lessee shall provide Lessor the use of one “slot” upon that digital unit as well. Lessee agrees to provide technical assistance to Lessor in preparing and presenting the messages to be displayed.

4. **STRUCTURES:** All Structures erected by or for the Lessee or its predecessors-in-interest on the Property shall at all times be and remain the property of the Lessee and may be removed by the Lessee before or within a reasonable time of termination or expiration of this lease, notwithstanding that such Structures are intended by Lessor and Lessee to be permanently affixed to the Property. Similarly, all license and permit rights relating to the use of the Property for outdoor advertising purposes are and shall at all times be and remain the property of the Lessee. Lessee shall be responsible for removal of the all Structures upon the termination of the Lease within ninety (90) days after termination of the Lease and any cost associated therewith.

5. **REPRESENTATIONS:** Lessor represents that it is the owner of the Property and has full authority to enter into this Lease Agreement. If ownership of the Property changes, Lessor shall promptly notify Lessee of such change and shall furnish the new owner with a copy of this Lease Agreement. Lessor agrees not to enter into any lease or other relationship with any of Lessee’s competitors for the erection, operation or maintenance of any outdoor advertising structure on the Property or on any adjacent property.

6. **CANCELLATION:** If, in Lessee’s sole opinion: (a) the view of the advertising copy on any Structure becomes obstructed; (b) the Property cannot be safely used for the erection, maintenance or operation of any Structure for any reason; (c) the value of any Structure is substantially diminished, in the sole judgment of the Lessee, for any reason; (d) the Lessee is unable to obtain, maintain or continue in force any necessary permit for the erection, use or maintenance of any Structure as originally erected; or (e) the use of any Structure, as originally erected, is prevented by law or by exercise of any governmental power; then Lessee may, at its option, cancel this Lease.

7. **INDEMNIFICATION:** Lessee shall indemnify and hold Lessor harmless from all injuries to the Property or third persons caused by Lessee, Lessee's employees, agents,
licensees and contractors; Lessor shall indemnify and hold Lessee harmless from all injuries to Structures or third persons caused by Lessor, Lessor's employees, agents, licensees and contractors.

8. **CONDEMNATION:** In the event that all or any part of the Property is acquired or sought to be acquired by any entity or person possessing or acting on behalf of any entity possessing the power of eminent domain, whether by condemnation or sale in lieu thereof, Lessee shall be entitled, in its sole and absolute discretion, to: (a) contest the acquisition; (b) reconstruct any of its Structures on the remaining property of the Lessor; and/or (c) recover damages and compensation for the fair market value of its leasehold and Structures taken or impacted by the acquisition.

9. **ASSIGNMENT:** This Lease is binding upon the heirs, successors and assigns of both Lessor and Lessee, with the exception of any termination rights of Lessor set forth in this Lease Agreement or any addendum or subsequent amendment, which rights may only be exercised by the original Lessor (whose name is set forth at the top of this lease) and not by or for the benefit of any entity with the power of eminent domain. Lessor agrees not to terminate or assign this lease for the benefit of any competitor of Lessee without Lessee's written permission. Lessee shall have the absolute right to assign its rights under this Lease.

10. **NOTICE:** Any notice (“Notice”) to Lessor or Lessee described in this Agreement in order to be effective must be in writing and sent certified mail, return receipt requested, and then shall only be effective upon the earlier of (a) the date that said Notice is delivered and received by a person at the address specified in this Agreement; or (b) the date that is three (3) days after mailing (postage prepaid) by certified mail, return receipt requested, to such address; provided that in either case Notice shall be delivered to such other address as Lessor or Lessee, as the case may be, has previously designated in writing and provided to the other by Notice as set forth herein.

11. **MEMORANDUM OF LEASE:** Lessor agrees that Lessee, at its sole expense, will record this Agreement via a memorandum.

12. **MAINTENANCE AND LANDSCAPING:** Lessee is solely responsible for maintenance of the Structures on the Property and shall, at all times, keep such Structures operational and in good repair. Lessee shall provide and maintain landscaping for the Structure, a plan for which shall be submitted to Lessor for pre-approval. If a mutually agreeable landscaping plan cannot be reached, Lessee shall provide and maintain landscaping equal to or in excess of seventy-five points under the point system contained in the East Peoria City Code.

13. **MISCELLANEOUS:** In the event of litigation between Lessor and Lessee predicated upon this Lease Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, provided, however, that Lessee shall first be given written Notice of default as set forth herein, and shall have failed to cure such default within thirty (30) days of receipt of said Notice. The Lessor and Lessee
acknowledge that this Lease is made pursuant to, and contingent to the execution of, a certain agreement entitled “Second Amendment to Settlement Agreement”, and in an event of a conflict between this Lease and the Second Amendment to Settlement Agreement, the provisions of the Second Amendment to Settlement Agreement shall take priority; in all other respects, the provisions of this Lease remain unchanged.

Neither Lessor nor Lessee shall be bound by any terms, conditions or oral representations that are not set forth in this Lease Agreement or the Second Amendment to Settlement Agreement. The law of the State of Illinois shall govern. This Lease Agreement, its addendum, and the Second Amendment to Settlement Agreement represent the entire agreement of Lessee and Lessor with respect to the Structures and the Property.

14. **ENTIRE AGREEMENT:** Except for the terms of the Second Amendment to the Settlement Agreement, along with said Settlement Agreement as amended, in writing, from time to time, this Lease represents the sole and entire agreement of the parties' regarding its subject matter.

Adams Outdoor Advertising Limited
Partnership
By: Adams Outdoor GP, LLC
Its: General Partner

By: __________________________
Richard J. Zecchino
Vice President & General Counsel

By: __________________________
John P. Kahl, Mayor

Attest: __________________________
Morgan R. Cadwalader,
City Clerk

Approved By: __________________________
General Manager

FEIN#: 37-6002143

Lessor’s Phone #: (309) 698-4750
MEMORANDUM

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

FROM: Jeffery M. Becker, Finance Director/Treasurer

SUBJECT: Ordinance No. 4460 - Establishing Fund Balance Policy for the City

DISCUSSION: In order to strengthen the financial position of the City, a formal fund balance policy needs to be established to mitigate current and future risks. In preparation of this policy, the City referenced the Governmental Finance Officers Association best practices for guidance. The City decided to use (2) Months, (60Days), of revenue as a benchmark for fund balance. Current fund balance is established by the audited financial statements and the current fiscal year budgeted revenues are used to calculate the minimum amount required.

This new Fund Balance Policy is being incorporated into the City Code as new Section 1-8-9 (“Fund Balance Policy for the City of East Peoria”).

RECOMMENDATION: Approve
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*Current Balance as of 4/30/2018 Audited Financials*
ORSINANCE NO. 4460

AN ORDINANCE ADDING NEW SECTION 1-8-9 TO THE CITY CODE
ESTABLISHING A FUND BALANCE POLICY FOR THE CITY OF EAST PEORIA

WHEREAS, the City maintains a general corporate fund into which are deposited
the general receipts and revenues generated and received by the City from various
designated and undesignated sources and from which are paid various general bills and
expenses incurred in the regular day-to-day operations of the City, and such fund has
been designated the City’s “General Fund”; and

WHEREAS, the City operates a combined waterworks and sewerage system ("the
System") for providing a potable water supply and wastewater treatment and disposal
services for the residents and businesses of the City; and

WHEREAS, the City maintains a separate and segregated fund designated the
“Waste/Sewer Fund” into which are deposited the receipts and revenues generated from
the System and from which are paid expenses incurred in the operations and
maintenance of the System; and

WHEREAS, the City Council has determined that it is in the best interests of the
City to maintain certain minimum fund balances within the City’s General Fund and
Water/Sewer Fund as a means of ensuring the financial stability of each Fund and the
overall financial well-being of the City; and

WHEREAS, the City Council further finds that it is in the best interests of the City
to reduce these matters into a formal written policy creating and setting forth the minimum
balance requirements as provided herein that will be applicable to the City Council and to
future councils;

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

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

Section 2. Title 1, Chapter 8, Section 9 is hereby added to the City Code for the
City of East Peoria as follows:

1-8-9. FUND BALANCE POLICY FOR CITY OF EAST PEORIA

1-8-9.1. Purpose.

In order to follow best practices of government accounting, the
purpose of this policy is to ensure the City’s financial stability by protecting
itself against revenue shortages caused by economic downturns, natural disasters, policy changes instituted by the State or Federal Governments, or any unpredicted one-time expenditures. This policy establishes the minimum unassigned fund balance pursuant to generally accepted accounting principles (“GAAP”) to be maintained in the City’s General Fund and Water/Sewer Fund.

1-8-9.2. General Fund.

The City shall maintain a minimum unassigned fund balance equal to sixty (60) days of General Fund revenues as determined from year to year based upon the fiscal year budget approved by the City Council.

1-8-9.3. Water/Sewer Fund.

The City shall maintain a minimum unrestricted fund balance equal to sixty (60) days of Water/Sewer revenues as determined from year to year based upon the fiscal year budget approved by the City Council.

1-8-9.4. Use of Funds.

Upon recommendation by the Mayor, the City Council can approve the use of the unassigned funds in either the General Fund or the Water/Sewer Fund by resolution in the case of economic downturns, natural disasters, policy changes instituted by the State or Federal Governments, or any unpredicted one-time expenditures. The resolution shall state the reason and necessity for the use of the funds and a plan for replenishment of the Fund back to the minimum level. No such resolution shall be effective unless approved by a three-fourths majority vote of the corporate authorities of the City then holding office.

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

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

Section 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.

APPROVED:

________________________________
Mayor

ATTEST:

________________________________
City Clerk

EXAMINED AND APPROVED:

________________________________
Corporation Counsel
MEMORANDUM

October 11, 2019

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

FROM: Teresa Durm (Human Resources Director) and Scott A. Brunton (City Attorney’s Office)

SUBJECT: Ordinance Amending Residency Section of the Personnel Policy Manual

DISCUSSION:

Recently, the City Council amended the residency requirements for any new full-time employees of the City to require residency within the City as defined in the City’s Personnel Policy Manual. After reviewing the revised residency policy, City Officials have determined that additional clarification and revision to the residency section in the Personnel Policy Manual have become necessary.

This Ordinance clarifies that the City’s residency requirements apply to full-time City employees, while also clarifying how the City’s residency policy applies to City employees first employed by the City prior to July 1, 2019 (the effective date of the City Council’s new residency requirements). This Ordinance further provides clarification that this residency requirement applies to part-time City employees who later take a full-time position with the City.

RECOMMENDATION:

Approval of this Ordinance.

cc: DRT
   Jeff Becker, Finance Director

Ordinance No. 4459
ORDINANCE NO. 4459

AN ORDINANCE AMENDING THE RESIDENCY PROVISION OF THE CITY OF EAST PEORIA PERSONNEL POLICY MANUAL

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

WHEREAS, the City Council finds that additional revisions and clarifications to the Residency provision of the Personnel Policy Manual are necessary and are in the best interests of the City and its employees; and

WHEREAS, by making these revisions and clarifications to the Personnel Policy Manual, the City Council is not taking any action intended to create any contractual rights for any City employee or to change employee rights that are governed by a bargaining agreement for any employee group;

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

Section 1. The following sections of the City’s Personnel Policy Manual are hereby amended or added as follows (additions are indicated by underline; deletions by strikeout):

Section 2.7 – Residency Requirement. To foster community involvement and the employment of its citizens, the City will give favorable consideration to City residents for full-time employment with the City where other employment factors are relatively equal.

Current City employees, except those in the fire and police service who are covered under a collective bargaining agreement, hired prior to and residing in the City on May 19, 1991, shall maintain residence within the City as a condition of continued employment.

Current full-time City employees hired before July 1, 2019, between May 20, 1991 and June 30, 2019 shall maintain residence within twenty (20) miles of the City limits. Employees hired in the positions of Police Chief, Fire Chief, City Administrator, City Clerk, and Director of Public Works must meet the stricter residency requirement found below.

All full-time City employees hired after June 30, 2019, and those employees who held the positions of Police Chief, Fire Chief, City Administrator, City Clerk, and Director of Public Works on June 30, 2019
and thereafter, as a condition of employment, shall as soon as practicable, but in no case more than twelve (12) months after commencement of employment, establish and maintain residence within the City’s corporate limits or within one and one-half (1.5) miles of the City’s corporate limits in an unincorporated area. The residency requirement established by this Section 2.7 shall apply to any part-time employee who becomes a full-time City employee regardless of when the part-time employee was first employed by the City.

If a full time employee does not meet the residency requirement within nine (9) months after commencing employment with the City, the City will provide written notice to the employee that the employee must meet the residency requirement by the employee’s 12-month anniversary date. In any case, the employee will have no less than 90 days to comply with this requirement after receiving written notice of non-compliance. Employees subject to this requirement who fail to comply with this requirement after receiving written notice of their non-compliance from the City, may be terminated from employment.

All City employees are urged to become involved in civic programs within the City for the betterment of the community. As used in relation to City employees covered by the 20-mile residency requirement stated above, a City employee will be considered to meet the City residency requirement in this Section if the employee has worked for the City on a part-time basis for ten (10) or more years and is actively engaged in the East Peoria community, but otherwise does not live within twenty (20) miles of the City.

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

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

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

Section 5. The City Human Resources Director is directed to furnish a copy of these changes to the Personnel Policy Manual to all City employees when future updates are provided to City employees.

APPROVED:

________________________________
Mayor

ATTEST:

________________________________
City Clerk

EXAMINED AND APPROVED:

________________________________
Corporation Counsel
MEMORANDUM

September 30, 2019

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

FROM: Chief Knapp and City Attorney’s Office (Dennis R. Triggs)

SUBJECT: Fire Fighters Collective Bargaining Agreement

DISCUSSION: Attached is the new Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Local No. 1498, the exclusive bargaining representative for the City’s fire fighters. The new Agreement prescribes the wages, benefits and working conditions for the department’s fire fighters and lieutenants from May 1, 2019 through April 30, 2024. The general wage increase for the first year is 1.50%, the second year is 1.75%, the third year is 1.75%, the fourth year is 2.0% and the fifth year is 2.25%. The Agreement affirms the role of the Insurance Committee and the bargaining unit employees will continue to have the same insurance benefits as other City employees.

RECOMMENDATION: Approval.
RESOLUTION NO. 1920-065

East Peoria, Illinois

__________________________

RESOLUTION BY COMMISSIONER ______________________________________

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA,
TAZEWELL COUNTY, ILLINOIS, THAT the Agreement between the CITY OF EAST
PEORIA, ILLINOIS, and LOCAL NO. 1498 of the INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, acting as exclusive bargaining representative of the firefighters and
medics serving in the City Fire Department, for a five (5) year term commencing May 1,
2019, and terminating on April 30, 2024, a copy of which Agreement is attached hereto
and made a part hereof, be and the same is hereby approved and the Mayor and City
Clerk are authorized and directed to execute same on behalf of the City, to be effective
immediately upon execution.

APPROVED:

__________________________

Mayor

ATTEST:

__________________________

City Clerk
AGREEMENT BETWEEN

CITY OF EAST PEORIA, ILLINOIS

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1498

2019–2024
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LETTER OF UNDERSTANDING – RETURN TO WORK
ADDENDUM LETTER OF UNDERSTANDING - RETURN TO WORK
LETTER OF UNDERSTANDING – PILOT COMMUNITY PARAMEDIC PROGRAM
AGREEMENT

THIS AGREEMENT made and entered into this _____ day of ________________, 2019, by and between the CITY OF EAST PEORIA, ILLINOIS (herein called the "City") and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1498 (herein called the "Union"). This Agreement shall also be binding upon the parties' respective successors:

W I T N E S S E T H :

SCOPE

WHEREAS, this Agreement has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment;

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement; to prevent interruptions of work and interference with the efficient operation of the Fire Department; and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I
Representation and Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for all regular full time fire fighters and full time medics employed by the City's Fire Department, but excluding Assistant Fire Chiefs and the Fire Chief. For the purposes of this Agreement, the term "fire fighter" shall refer to the regular full time fire fighters exclusively;
the term "medic" shall refer to the full time ambulance attendants exclusively; and the term "employee" shall refer to both inclusively.

ARTICLE II
Union Security

Section 2.1 – Check-off. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked by the employee in writing at any time, the City agrees for the duration of this Agreement to deduct the regular monthly Union dues of such employee from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing of the exact amount of such regular membership dues to be deducted.

Section 2.2 – Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article. The Union shall provide the City with qualified legal counsel if requested. In the event that the City fails to request that the Union provide legal counsel or in the event that the City rejects or discontinues representation by qualified legal counsel provided by the Union without good cause, the City shall be responsible for its legal costs. "Good cause" shall include irreconcilable differences between the City and selected counsel.

ARTICLE III
Management Rights

Section 3.1 It is recognized that, except as stated herein, the City shall retain whatever rights and authority are necessary for it to carry out effectively its fire fighting/medic functions under the laws of the State of Illinois, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement.
Among the rights retained in this Agreement is the City’s right to direct the work forces; to plan, direct and control all the operations and services of the Fire Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire, promote, demote, suspend, discharge, discipline, or relieve employees for lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement or any applicable statutes. It is understood and agreed that the exercises of management rights shall be subject to the Rules and Regulations of the Fire and Police Commission. It is further understood and agreed that the Fire and Police Commission shall have no authority to promulgate rules or regulations or to make decisions affecting wages or hours or terms or conditions of employment, except that authority which is conferred upon said Commission by state statute.

ARTICLE IV
Hours of Work and Overtime

Section 4.1 – Application of this Article. This Article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours of work, and there shall be no pyramiding of premium rates or overtime rates under this Agreement. However, no modification of the work day or work week shall result in a reduction in the rate of pay as specified in Article XI of this Agreement.
Section 4.2 – Normal Work Week. The normal work week shall consist of 52.9 hours and such additional time as may from time to time be required to protect the citizens of the City. Said normal work week shall be accomplished by scheduling the employee’s eighteenth (18th) duty day as an off-duty “FLSA Day”. Twenty-four (24) hours shall constitute a normal work shift. All employees shall normally be scheduled to work on a work shift, and each work shift shall start at 7:30 a.m. and end the following 7:30 a.m., followed by forty-eight (48) hours off duty, except that this provision shall not limit the Chief’s authority to rotate the work shifts of the six junior fire fighters then available for duty pursuant to §19.1.

Section 4.3 – Overtime Pay.

A. For purposes of complying with the Fair Labor Standards Act (“FLSA”), the "work period", as that term is used in §7(K) of the FLSA, shall be twenty-seven (27) days. The City shall pay overtime at the rate of 1.5 times the regular hourly rate for only extra hours worked that exceed an employee’s scheduled time off hours during their payroll cycle. If an employee’s extra hours worked are less than scheduled time off hours, the employee will be paid at straight time. The payroll period is the 11th through the 25th of each month, and the 26th through the 10th of each month. The regular hourly rate shall be calculated in accordance with the Fair Labor Standards Act.

B. The City shall establish a FLSA work period for each employee covered under this Agreement which commences at 7:30 p.m. on the first day of the period and concludes at 7:30 p.m. on the 27th day of the period, so that the employee’s FLSA day shall be scheduled from 7:30 a.m. on the last day of one work period to 7:30 a.m. on the first day of the next work period. Employees may exchange “FLSA days” if both employees sign and accept the responsibility to exchange days. Exchanges must be
repaid within the calendar year and may be combined with any and all other time off on
the days of the employees’ choosing. All such exchanges shall be considered a duty
trade for FLSA purposes, and the City shall have no responsibility if the exchange is not
repaid. When an employee is transferred shifts he must assume the FLSA cycle at the
new assignment for the employee he replaces regardless of rank, seniority or date of the
last “FLSA day”.

C. A minimum of two (2) hours pay at time and one-half shall be paid to any
member of the Department called in for an ambulance or fire call when they are not
scheduled to work. The employee shall make an accurate report of the time actually
worked. All time worked pursuant to such call in shall be paid at time and one-half.

D. The employees called in to work because of a manpower shortage or for
any other reason shall be paid in accordance with paragraph A above, and shall be called
from the rotational lists maintained by the Union in accordance with past practice, except
that the Chief may designate which employee shall be called in to perform work requiring
mechanical or other special skill.

Section 4.4 – Clothing Allowance. All employees shall be paid by the City for
expenditures pertaining to the purchase, care and maintenance of regulation fire fighter
clothing and appropriate related equipment not furnished by the City. Said payment shall
be Four Hundred Fifty Dollars ($450.00) per year of the Agreement, payable on the 15th
day of May for each year of this Agreement. The clothing allowance for employees who
are scheduled to retire prior to the following April 30th shall be adjusted prorata. The
clothing allowance for employees who are not as of the May 15th payroll date scheduled
to retire, but do in fact retire prior to the following April 30th, shall be adjusted prorata
retroactively at the time of the employee’s last regularly scheduled pay date. If the City
institutes a mandatory change in uniform styles, the City shall pay for the increased cost to the employees occasioned by such change.

The City shall provide all "turn-out" gear to new employees prior to new employees beginning shift duty, and shall replace worn out "turn-out" gear as necessary for all employees. New fire fighters shall also be issued a complete uniform wardrobe, which shall be returned to the City if the fire fighter fails to complete the probationary period satisfactorily or to meet the paramedic certification requirement. On the May 15th immediately following the initial hiring, the fire fighter shall receive a prorated clothing allowance based upon the number of months worked prior to May 15th.

The City shall provide any required patch, badge, flag or rank insignia. However, the employee will be required to have said accessories sewn onto uniforms. The employee shall also be responsible for cleaning, maintenance and replacement of uniforms, including alternations or repairs. The Chief will give each employee a copy of the required uniform wardrobe, and each employee will be required to possess and maintain said wardrobe. All employees, at times announced by the Chief, will display their uniform wardrobe, to establish that they have a complete wardrobe on hand. Any employee that does not possess a properly maintained, complete wardrobe at said inspections, or cannot show receipts for clothing that is on order, but not yet received, will be subject to disciplinary action.

ARTICLE V
Duty Manual

Section 5.1 – Duty Manual and Rules and Regulations of the Fire and Police Commission. The Union agrees to abide by the rules and regulations of the Duty Manual adopted by the City and Rules and Regulations of the Fire and Police Commission as
both are now in force or may from time to time be amended insofar as any existing rules or amendments to the Duty Manual do not conflict with the express terms of this Agreement or any statutes. Before the Duty Manual is formally amended, proposed amendments shall first be presented to the Union for comment. The Fire Chief agrees to furnish a copy of proposed changes to the Union prior to presentment to the City Council for adoption. The Duty Manual and the Rules and Regulations of the Fire and Police Commission shall not be subject to the grievance and arbitration provisions set forth in this Agreement unless such Duty Manual and Rules and Regulations conflict with the express terms of this Agreement or any statues.

Section 5.2 – Investigations and Discipline.

A. Whenever an employee covered by this Agreement is under investigation or subjected to questioning by the City for any reason which could lead to any disciplinary action, demotion or dismissal, the questioning and/or investigation shall be conducted in accordance with the Firemen's Disciplinary Act.

Employees covered by this Agreement may be required to submit to an alcohol or chemical substance tests if and only if the City has reasonable cause to believe that the employee is abusing alcohol or a chemical substance or that the employee has reported to duty while under the influence of alcohol or a chemical substance, other than prescription medication, provided that the employee has given notice to the duty chief that the employee is using prescription medication.

No employee covered by this Agreement shall be required or requested to submit to any form of psychiatric or psychological testing or interviews, or to consult a counselor or similar professional, except where the City has reasonable cause to believe that the employee may be mentally or psychologically unfit to perform his duties.
No discipline shall be imposed without just cause and shall be accomplished in a constructive, progressive manner in an effort to rehabilitate and correct an offender whenever appropriate. Any disciplinary action subject to review by the Board of Fire and Police Commissioners shall not be subject to the grievance and arbitration provisions.

B. Employees covered by this Agreement who are subject to disciplinary action by the EMS System’s Project Medical Director and are disciplined by the Project Medical Director, will be given the opportunity to meet with the Chief and have union representation present before any departmental discipline is imposed. If a suspension is imposed by the Project Medical Director, and the Chief believes a loss of wages is not warranted and that the Department’s standing with the Project Medical Director will not be jeopardized by allowing the employee to either trade time with another qualified employee or be moved to a different machine to avoid loss of wages, then such trade or move shall be allowed. No Departmental discipline will be imposed without just cause as set forth in A above.

Section 5.3 – Fitness.

A. Consistent with the emphasis upon physical fitness, use of tobacco shall be prohibited within all Department vehicles and on all City property, except that tobacco use, including smoking, shall be permitted at designated outdoor locations at each fire station and at other outdoor locations designated by the Fire Chief, not to be within 20 feet of any entranceway. A fire fighter shall not smoke on duty when interacting with the public or at a rescue or fire scene, except when a fire fighter is at a fire scene for four (4) hours or more. Further, the chewing of tobacco may occur inside the firehouse subject to rules promulgated by the Chief.
B. Employees shall engage in physical exercise either in the morning or in the afternoon at times fixed by the Chief and placed on the daily work schedule. However, said scheduled exercise times may on occasion be interrupted to meet the needs of the Department. In addition, each employee shall be evaluated annually by a qualified exercise specialist, and given an individualized training program to assist in achieving and maintaining the required level of fitness. Results of the annual evaluation shall be made available to both the employee and the Chief.

C. The City shall pay on behalf of each employee at least 60% of the cost of individual membership in the EastSide Centre fitness/health club.

ARTICLE VI
Promotions

Section 6.1 – General. Except where expressly modified by the terms of this Article, promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act.

Section 6.2 – Vacancies. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to three (3) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 6.3 – Eligibility. All promotions to Lieutenant shall be made from employees in the next lower rank who have at least seven (7) years of seniority in the Fire Department. All promotions to Assistant Chief shall be made from employees in the next lower rank who have at least (2) years of seniority in their current rank. Anniversaries of
service that affect Lieutenant testing eligibility shall be considered to occur on the date of the test. To be eligible to participate in the testing process to the rank of Assistant Chief, the member must have a minimum of two (2) years at the rank of Lieutenant prior to beginning the Assistant Chief testing process.

Section 6.4 – Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters which will test the candidate’s ability to discharge the duties of the position to be filled. The placement of employees on the preliminary promotion lists shall be based on the points achieved by the employee on promotion examinations consisting of the following four (4) components weighted as specified:

<table>
<thead>
<tr>
<th>% Weight</th>
<th>% Weight</th>
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</thead>
<tbody>
<tr>
<td>1. Written Examinations</td>
<td>60</td>
</tr>
<tr>
<td>2.* Seniority</td>
<td>10</td>
</tr>
<tr>
<td>3.* Ascertained merit</td>
<td>10</td>
</tr>
<tr>
<td>4.* Subjective component</td>
<td>20</td>
</tr>
</tbody>
</table>

(Examination of the Fire and Police Commission)

*Components 2, 3 and 4 shall be “broken down” pursuant to Appendix B, Lieutenant Rating Factors and Weights.

Section 6.5 – Scoring of Components. Each component of the preliminary promotion test shall be scored on a scale of 100 points. The component scores shall be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotion list.
A candidate on the preliminary promotion list who is eligible for a veteran’s preference under the laws and agreements applicable to the department may file a written application for that preference within ten (10) days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran’s preferences awarded. The final promotion list shall then be posted and copies provided to the Union and all candidates.

Section 6.6 – Right to Review. The Union or any affected employee who believes than an error has been made with respect to eligibility to take an examination, an examination result, placement or position on a promotion list, or veteran’s preference shall be entitled to a review of the matter by the appointing authority. Should the Union so elect, any disputes as to such matters may be resolved and remedied by filing a timely grievance as provided in Article XIV of this agreement provided the Union and the affected employees waive any other remedy provided by law before referring the grievance to arbitration under Step 4.

Section 6.7 – Order of Selection. Whenever a promotion rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person’s ability to
perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the passing over of the highest ranking person more than once shall be, should the Union so elect, subject to resolution in accordance with the grievance procedure in Article XIV of this agreement should the Union and the affected employees file a timely grievance and waive any other remedy provided by law before referring the grievance to arbitration under Step 4. When a vacancy occurs and no valid final promotion list for the rank exists, the member of the next lower rank with the most seniority at that rank shall have the first opportunity to fill that vacancy until such a time that a valid final promotion list can be established. This temporary appointment shall not exceed one hundred eighty (180) calendar days, per the promotion act. If the member with the most seniority declines the opportunity to fill the position, the member with the highest seniority after that member will be offered that position, and so on.

Section 6.8 – Maintenance of Promotion Lists. Final eligibility lists shall be effective for a period of three (3) years. The employer shall take all steps to ensure that the East Peoria Fire and Police Commission maintain in effect current eligibility lists so that promotional vacancies are filled no later than sixty (60) days after the occurrence of the vacancy, unless a vacated position is not filled due to or lack of funding or authorization.
Section 6.9 – Waiver. To the extent necessary, and only to the extent necessary, to effectuate the provisions of this Article VI, Promotions, provisions of the Fire Department Promotion Act to the contrary are waived.

ARTICLE VII
Holidays

Section 7.1 – Holidays. All regular full time employees shall on December 1 of each year of this Agreement receive twelve (12) hours of additional pay for the following holidays, regardless of whether or not said employee worked said holidays:

New Year’s Eve Day
New Year’s Day
Martin Luther King Day (as recognized by government)
Easter
Memorial Day (as recognized by government)
Independence Day (July 4)
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Such payment shall be for the holidays falling during the contract year. An employee whose employment terminates before December 1st shall be paid only for those holidays having occurred during the contract year and prior to the termination. An employee terminating employment between December 1st and the last day of the contract year shall reimburse the City for any holiday pay received, but not earned. Employees normally scheduled to work on one of the above holidays shall also receive an additional eight (8) hours pay, at straight time if the employee actually works on the holiday. Employees not scheduled to work on the listed holidays, or are called in to work, shall be paid in accordance with Article IV, Section 4.3, paragraph B. If the Chief determines a need to “float” an employee who is scheduled to work on a holiday to another shift, preference will be given by seniority to determine which employee will be moved off the holiday shift.
This provision does not limit the Chief's ability to float junior fire fighters pursuant to Section 19.1, but is instead intended to give a more senior employee the opportunity to refrain from working on a holiday. An employee scheduled to work on a holiday shall work the holiday, except in the event of a "float" as provided for herein. Employees may be allowed to take vacations off on holidays, but employees may not take personal time off on holidays.

ARTICLE VIII
Vacations

Section 8.1 – Eligibility for Vacations. All regular full time employees who have been employed by the City for a period of at least twelve (12) months shall be entitled to a vacation as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Length of Vacation</th>
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<tbody>
<tr>
<td>Upon first year anniversary date</td>
<td>3 days</td>
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<tr>
<td>Upon second year anniversary date</td>
<td>5 days</td>
</tr>
<tr>
<td>Upon eighth year anniversary date</td>
<td>8 days</td>
</tr>
<tr>
<td>Upon thirteenth year anniversary date</td>
<td>10 days</td>
</tr>
<tr>
<td>Upon twenty year anniversary date</td>
<td>12 days</td>
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An employee's anniversary date of employment shall be used in determining his eligibility for vacation.

Section 8.1-2 – Incentivized Fitness Day. In addition to the vacation schedule listed in section 8.1, all line members regardless of years of service shall have the option to earn one (1) additional twenty-four (24) hour vacation day. The City and the Union both recognize the importance of fitness for the well-being of both the public and the members of the fire department. Both parties agree that each line member who participates and successfully passes the following criteria will be awarded an additional vacation day:
1. Working on Wellness (WOW) Points System – 100 points, January 1 through December 31.

2. Successfully pass an age adjusted, work related circuit, similar to what is commonly referred to as a CPAT, prior to May 1.

3. The Incentivized Fitness Day will be awarded on May 1 for the previous calendar year.

4. The Incentivized Fitness Day awarded must be used no later than April 30 of each year.

Section 8.2 – For each hour of vacation, an employee shall receive his regular hourly rate of pay.

Section 8.3 – The City, when given two weeks’ notice, shall have an employee’s vacation check ready for him at least on the last scheduled working day prior to his vacation. The employee will have one week’s advance notice if the City cancels his vacation date. The City will exercise all reasonable effort to avoid canceling an employee’s vacation and will only cancel such vacation where compelling operational requirements exist. If an employee’s scheduled vacation is cancelled by the City, the employee will be reimbursed by the City for any monies lost due to cancelled reservations, tickets, rooms, etc., providing that the employee at the time of notification of cancellation, informs the Chief that the cancellation will result in such a loss and gives the Chief the opportunity to pursue an alternative to the cancellation.

Section 8.4 – The vacation period for each employee shall begin with his anniversary date. After the first year of employment, the City may allow an employee to take vacation on a calendar year basis before such vacation has actually been earned providing the employee executes such written authorization and guaranty as the City from
time to time designates, designed to assure that the employee or the employee’s estate shall reimburse the City for any vacation taken before the employee's anniversary date. Unused vacation time can be carried over but must be used within 30 days of the anniversary date. Unused carried-over time will be lost after the 30 days.

Section 8.5 – Choice of vacation dates shall be granted whenever practical, but the operating requirements of the Fire Department, as reasonably determined by the Fire Chief, shall prevail. Where more fire fighters than can be spared request a particular period, preference will be given in order of seniority provided the request (for the next twelve (12) months, or until the last day of February the following year) is made prior to March 1st of each year. Requests for time off, (for the period March 1st until the last day of February the following year) made on or after March 1st of each year shall be approved on a first-come basis. Scheduled vacation shall not be canceled because of other employee absence due to illness. Each year, each employee may take forty-eight (48) hours of vacation in any combination of eight (8) or twelve (12) hour increments. Requests for any vacation shall be made 48 hours in advance, except in the case of an emergency, and shall not be cancelled without 48 hours advance notice. Requests for less than a full day of vacation shall be made 48 hours in advance, except in the case of an emergency and shall not be cancelled without 48 hours advance notice. Employees who are off duty on City business will not prohibit other employees from scheduling time off as allowed with a full shift.

Vacation time unused while an employee was off work due to an on the job injury must be used within one hundred eighty (180) days of the employee’s return to full duty.

Section 8.6 Any employee who is laid off, discharged, retired or separated from the service of the City for any reason, prior to taking his vacation, shall be compensated
in cash for the unused vacation, if any, he has accumulated at the time of separation and shall reimburse the City for any vacation taken, but not yet earned.

Section 8.7 Employees may have the ability to have two fire fighters post vacation off per shift. Where there is a scheduled “FLSA day”, only one vacation day may be posted. Sick time and personal time shall not affect the posting.

ARTICLE VIX
Leaves

Section 9.1 – Sick Leave. Employees shall earn paid sick leave which shall accrue at the rate of fourteen (14) hours for each completed month of service. Unused sick leave may be accumulated up to a maximum of thirteen hundred forty-four (1,344) hours.

Section 9.2 Sick leave will be paid at the employee's regular hourly rate.

Section 9.3 Sick leave shall be allowed only in case of necessity and actual sickness or disability of the employee or the employee's immediate family residing in the same household as the employee. In the case of sickness of children, sick leave may be used by the employee regardless of where the child resides. Where both an employee and his or her spouse could attend to another family member, sick leave benefits will be paid only where the employee is able to demonstrate to the satisfaction of the Chief that circumstances preclude the employee's spouse from remaining at home while the employee is scheduled for work. The mere fact that the spouse/ex-spouse will not be paid while staying home, standing alone, is not sufficient.

Bereavement Leave – Sick leave of one (1) duty day for employees working a twenty-four (24) hour schedule may be utilized to make arrangements for and/or to attend the funeral of a member of his/her immediate family, provided the employee gives as much advance notice as possible to the immediate supervisor. “Immediate family” shall
include the employee’s father, mother, father-in-law, mother-in-law, spouse, natural or adoptive child, brother, sister, grandparent, spouse’s grandparent, grandchild, step-child, step-parent, brother-in-law or sister-in-law. “Brother-in-law” shall mean sister’s husband or wife’s brother. “Sister-in-law” shall mean brother’s wife or husband’s sister. An employee who has no sick leave available shall be entitled to one day of bereavement leave in the event of death in the immediate family.

Section 9.4 In the event than an eligible employee is denied the right to use accumulated paid sick leave or if the accumulated paid sick leave available under this Article to an employee is for less than a twelve (12) week period, the additional days of leave necessary to attain twelve (12) weeks of leave per twelve (12) month period for the birth or adoption of a son or daughter, when the employee is needed to care for a child, spouse or parent who has a serious health condition or when the employee is unable to perform the functions of his or her position because of a serious health condition shall be provided without compensation; provided, the accumulated paid sick leave available under this Article must first be exhausted. An eligible employee shall be defined to be an employee with at least one (1) year of creditable service and then has worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period preceding the commencement of the leave period.

The Chief may require medical certification to support a claim for leave under this section. In his discretion, the Chief may require additional medical opinions and periodic recertifications. In either case, if the additional required opinions or recertifications result in additional cost, that cost will be borne by the City. When the need for leave is foreseeable, an employee must provide reasonable notice prior to the leave. In cases of
illness, the employee shall report periodically on leave status and intention to return to work.

For purposes of this section only, an employee who is granted an approved leave of absence shall continue to receive group insurance benefits for up to twelve (12) weeks at the level and under the conditions that the coverage would be provided if the employee had continued work and had not taken leave. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the employee must reimburse the employer for the cost of any payments made to maintain the employee’s coverage.

Section 9.5 An employee who is self-employed or works for another employer while on sick leave may be subject to disciplinary action.

Section 9.6 When an employee terminates his employment with the Fire Department all sick leave credits shall be cancelled, except in cases of retirement or death.

Section 9.7 A certificate from a reputable physician may be required as evidence of illness before compensation for a period of illness is allowed provided said illness exceeds two (2) consecutive work days or the employee has been absent by reason of illness for more than three whole days during any six month period of time.

Section 9.8 Upon retirement, an employee may use his accumulated sick days up to a maximum of nine hundred sixty (960) hours to retire early or work until retirement date and receive payment for unused accumulated sick leave up to a maximum of nine hundred sixty (960) hours. An employee who had accumulated more than nine hundred sixty (960) hours as of May 1, 2006 shall also receive compensation upon retirement for accumulated days in excess of nine hundred sixty (960) hours at the time of retirement.
not to exceed the number of unused accumulated sick leave days the employee had as of May 1, 2006 in excess of nine hundred sixty (960) hours or thirteen hundred forty-four (1,344) additional hours, whichever is less. Payment for four hundred eighty (480) hours shall be made in a lump sum at the time of retirement. Payment for any remaining hours due hereunder shall be made in three equal annual installments, without any interest, commencing one year following the effective date of retirement. The estate of an employee who dies during active employment shall receive a lump sum payment for unused accumulated sick leave up to the amount that would have been recognized had the employee not died prior to retirement.

Section 9.9 An employee who on April 30th of any calendar year has a total accumulated unused sick leave of thirteen hundred forty-four (1,344) or more hours will receive three (3) additional vacation days during the twelve (12) month period following that May 1. Notwithstanding the foregoing, once an employee has accumulated thirteen hundred forty-four (1,344) hours of sick leave, in order to qualify for the three (3) duties days vacation, the employee must not use more than seventy-two (72) hours of sick time during the preceding year, plus twenty-four (24) hours of sick time taken by reason of death as authorized by §9.3 and up to thirty-two (32) hours of sick time for personal reasons as authorized by §9.10. In addition, up to seventy-two (72) hours of sick time above thirteen hundred forty-four (1,344) total sick time hours may be sold back to the City at seventy-five percent (75%) of the employee’s hourly rate, on April 30th.

Section 9.10 Each employee will be allowed to utilize thirty-two (32) hours of available sick leave each year for personal reasons. Said time may be taken in two hour increments and may be combined with other time off on days of the employee’s choosing. No personal time can be taken on any holiday.
Section 9.11 Military leave shall be granted in accordance with the City’s Personnel Policy Manual.

Section 9.12 Designated representatives of the Union may at the discretion of the Chief be afforded time to conduct tasks and participate in events that benefit the City and the larger community and enhance the image of the Department.

ARTICLE X
Seniority

Section 10.1 – Definition. Seniority is an employee’s length of continuous service with the Fire Department, dating from his last date of hire.

ARTICLE XI
Wages

Section 11.1 – Salary Schedule.

A. The salary for fire fighters shall be as follows:

Probationary for duration of Agreement

<table>
<thead>
<tr>
<th>1st Yr of Employment</th>
<th>2nd Yr of Employment</th>
<th>3rd Yr of Employment</th>
<th>4th Yr of Employment</th>
<th>5th Yr of Employment</th>
<th>6th Yr of Employment</th>
<th>7th Yr of Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$42,456</td>
<td>$44,556</td>
<td>$51,042</td>
<td>$57,629</td>
<td>$64,215</td>
<td>$70,801</td>
<td>FULL BASE</td>
</tr>
</tbody>
</table>

Notwithstanding the foregoing, any fire fighter hired prior to May 1, 2016, will be paid at full base.

Fire Fighter

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<thead>
<tr>
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<tbody>
<tr>
<td>$80,119</td>
<td>$81,521</td>
<td>$82,948</td>
<td>$84,607</td>
<td>$86,510</td>
<td></td>
</tr>
</tbody>
</table>

Fire Lieutenant

<table>
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<tr>
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<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$86,045</td>
<td>$87,550</td>
<td>$89,083</td>
<td>$90,864</td>
<td>$92,909</td>
<td></td>
</tr>
</tbody>
</table>
A fire fighter who works in a lieutenant’s vacancy or a lieutenant who works in an assistant chief’s vacancy shall be paid at the applicable hourly rate for each and every hour worked in that capacity.

B. The salary for civilian hired medics shall be as follows:

<table>
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<tbody>
<tr>
<td></td>
<td>$74,725</td>
<td>$76,033</td>
<td>$77,364</td>
<td>$78,911</td>
<td>$80,686</td>
</tr>
</tbody>
</table>

C. Any fire fighter hired after May 1, 2019 who at the time of hire possesses a valid IDPH Paramedic license shall be paid an annual salary equal to the 3rd year of employment on the salary schedule after successful completion of a one (1) year probationary period. The member will receive this 3rd year salary for two (2) years and continue up to step 4 in their fourth year.

Section 11.2 – Longevity Allowance.

There shall also be added to the base salary of all full time employees hired prior to May 1, 2019, a longevity allowance of two percent (2%) for each three (3) years of service from date of appointment, said allowance not to exceed a ten percent (10%) maximum. There shall be added to the base salary of all full time employees hired after May 1, 2019, a longevity allowance of two percent (2%) for each three (3) years of service occurring subsequent to the third anniversary date of their hire, said allowance not to exceed a ten percent (10%) maximum. Such longevity allowances shall be calculated to encompass all actual time of continuous, uninterrupted service to the Department. Should an employee be laid off, time spent in a laid off status will not count for purposes of longevity, but should the employee then be recalled, the lay off will not be deemed an interruption of service for purposes of this section.
Section 11.3 In order to encourage employee to meet the needs and obligations of their positions, the base monthly salary of an employee who has received or receives an Associate’s Degree or a Bachelor’s Degree will be increased, as provided below, subject to the succeeding provisions hereof.

A. The educational allowance for an Associate’s Degree in either fire science or paramedic training shall be Twenty Dollars ($20.00) per month. Employees receiving the stipend as of April 30, 2002 shall continue to receive the stipend regardless of the nature of the degree.

B. The educational allowance for a Bachelor’s Degree in fire science, a medical-related field or public administration shall be Thirty-five Dollars ($35.00) per month, which shall include any educational allowance under subparagraph A above. Employees receiving the stipend as of April 30, 2002 shall continue to receive the stipend regardless of the nature of the degree. Employees may only receive a stipend for the highest educational level.

C. An educational allowance under this Section 11.3 shall be effective the first day of the month following receipt by the City of satisfactory evidence that the employee has complied with all eligibility provisions of this Section 11.3.

D. An employee shall be eligible for an educational allowance under this Section 11.3 provided that the Fire Chief approves in writing for that individual employee, taking into account budget constraints, the educational institution attended or to be attended together with the courses and program, the completion of which results in either an Associate’s Degree or a Bachelor’s Degree.

E. The City shall reimburse an employee approved pursuant to ¶D above for tuition costs, fees and book expenses at a rate equivalent to 80% of the
hourly tuition rate for Western Illinois University or the actual tuition cost, whichever is less, provided said employee achieves a grade of "C" or better for the course. This shall not prohibit a fire fighter’s choice of an approved educational institution.

F. The City further agrees to compensate at the appropriate rate its employees who, on off-duty time, are required by the City or certification authority to EMT certification authority to attend classes, tape reviews and conferences.

G. Employees who attend non-degree classes while off duty shall have registration and/or fees reimbursed after presenting appropriate documents of attendance or certificates of completion, providing the employee’s attendance was approved by the Fire Chief.

H. While an educational allowance paid under this Section 11.3 shall be added to the receiving employee’s base monthly salary, it shall be disregarded in computing any longevity allowance for that fire fighter.

ARTICLE XII
Insurance

Section 12.1 – Insurance Coverage. The City shall furnish group health insurance for employees and their dependents. There shall be a cap on the City’s contribution toward insurance premium paid for each employee. The monthly cap shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>PPO Plan</th>
<th>HDHP Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$ 579.13</td>
<td>$ 549.13</td>
</tr>
<tr>
<td>Employee + Children</td>
<td>$ 994.49</td>
<td>$ 949.49</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$1,118.24</td>
<td>$1,068.24</td>
</tr>
<tr>
<td>Family</td>
<td>$1,695.88</td>
<td>$1,620.88</td>
</tr>
</tbody>
</table>

In addition, any increase in premium cost shall be shared equally by the City and the employee.
Pursuant to Resolution No. 0001-05, the City established the Insurance Committee with representation from all the bargaining units and employee groups. Pursuant to a Memorandum of Understanding entered between the City and Union representatives on May 1, 2000, the parties further agreed to the establishment of the Insurance Committee. The Insurance Committee shall continue to monitor and provide oversight over the City’s group health insurance in compliance with Resolution No. 0001-05 and the Memorandum of Understanding for the duration of this Agreement. Accordingly, the Insurance Committee shall continue to review benefit and employee contribution levels, recommending adjustments to benefit and employee contribution levels in an effort to maximize coverage within financial constraints. No reduction in the level of benefits provided by the City’s group health insurance shall be made without the consent of the Insurance Committee as discussed above.

The widow of an employee killed in the line of duty shall have insurance benefits continued for herself, and any eligible dependents who are covered, as set forth in the Public Safety Benefits Act (820 ILCS 320/10) at no cost to the widow until that person remarries, with full-time student dependent coverage to age 24. Retired employees last hired by the City prior to May 1, 1993 shall be covered by the group health insurance, contributing the same toward premium cost as active employees, except that such qualifying retired employees 60 years of age or older or who are totally disabled shall not be required to make any contribution toward said group health insurance coverage.

Retired employees last hired by the City subsequent to April 30, 1993 may elect coverage under the group health insurance subject to the following conditions and limitations:
1. In the event that national health care is implemented or the State of Illinois implements health care for its citizens, to the extent that the retired employees would receive coverage but for the existence of the benefit set forth here, this provision shall not be effective and shall not operate to deny such national or state coverage to the retired employees or to impose a burden on the City.

2. In the event the retired employee accepts employment with an employer who provides employees with health insurance benefits, the retired employee must enroll for such coverage if eligible. If the retired employee elects to continue to participate in the City’s plan, coverage under the City’s plan shall be secondary and the coverage under the plan offered by the retired employee’s new employer shall be primary. A retired employee who has elected not to continue to participate in the City’s plan by reason of having obtained coverage through a new employer, may upon separation from such employer for any reason, once again participate in the City’s group health insurance plan subject to the plans, conditions, limitations and restrictions, including any that may apply to pre-existing conditions.

3. The retired employee must contribute toward the premium cost the same amount contributed by active employees of the City, regardless of the retired employee’s age.

Notwithstanding any other provision herein, if during the term of this Agreement, insurance benefits for other City employees, excluding department heads hired subsequent to May 1, 1990 and including all bargaining unit employees, are modified, employees covered by this Agreement shall receive at least the same insurance benefits, at the same premium and deductible levels, as the most favorable insurance benefits
afforded to any such City employees. Appendix A sets forth the insurance coverages in place at the time when this Agreement was executed.

ARTICLE XIII
No Strike, No Lockout

A. During the term of this Agreement, neither the Union nor any employee will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruptions of the operations of the Fire Department, regardless of the reason for so doing. Any or all employee who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City pursuant to the Rules and Regulations of the Fire and Police Commission and state statutes applicable thereto.

B. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, promote, sponsor, engage in, or condone in any way any lockout of employees covered by this Agreement.

C. In the event that the City proposes to subcontract out the duties currently provided and performed by bargaining unit employees including fire suppression, prevention or EMS treatment and transport duties, the City shall notify the Union and upon written request to bargain, shall negotiate as to such proposal(s) for a period of at least 60 days. If the parties fail to reach an agreement within such period or any extra time prior which they have mutually agreed on, either party may invoke interest arbitration and any disputes as to the City’s or Union’s proposals that constitutes a mandatory subject of bargaining shall be resolved in accordance with the procedures of the IPLRA, except that the impartial arbitrator shall be selected in accordance with the procedures of Article XIII (13.1, Step 4).
This provision shall not be interpreted as precluding the City from utilizing consultants such as the current practice of having some commercial building plans reviewed by a private agency. Nor shall this provision survive the expiration of the collective bargaining agreement, that is, it shall have no effect whatsoever after the expiration date herein.

ARTICLE XIV
Grievance Procedure

Section 14.1 – Definition and Procedure. For the purposes of this Agreement, the term "grievance" means any dispute or difference of opinion between the City and any employee covered by the Agreement involving the meaning, interpretation or application of the specific provisions of this Agreement. The sole and exclusive meaning for handling and processing grievances shall be as follows:

Step 1: Any employee who believes he has a grievance shall present it to his Assistant Chief who shall give his answer within five (5) business days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, the specific nature of the grievance, including the provisions of the Agreement involved, shall be referred in writing by the Union to the Deputy Fire Chief within five (5) business days after the Assistant Chief's answer in Step 1. The Deputy Fire Chief or his representative, shall discuss the grievance within five (5) business days with the Union Steward and/or the Union representative at a time designated by the City.

Step 3: If the grievance is not settled in Step 2 and the Union desires to appeal, the specific nature of the grievance, including the provisions of the Agreement involved, shall be referred in writing by the Union to the Fire Chief within five (5) business days after the Assistant Chief's answer in Step 2. The Fire Chief or his representative, shall discuss the grievance within five (5) business days with the Union Steward and/or the Union representative at a time designated by the City. If no settlement is reached, the Fire Chief, or his representative, shall give the City's written answer to the Union within five (5) business days following their meeting.
Step 4: If the grievance is not settled in Step 3, and the Union desires to appeal, the grievance shall be referred, in writing, to the Commissioner with executive responsibility for the Fire Department, or his representative, within five (5) business days after the Chief’s answer in Step 3. The Commissioner, or his representative shall discuss the grievance within five (5) days with the Union Steward or the Union Representative at a time designated by the City. If no settlement is reached, the Commissioner, or his representative, shall give the City’s written answer to the Union within five (5) business days following their meeting.

Step 5: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City’s answer in Step 4. The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within the said seven (7) business day period, the parties shall immediately jointly request the State Labor Relations Board or Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party losing a coin toss shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place, subject to the availability of the City and Union representation.

Section 14.2 – Authority of Arbitrator. The arbitrator shall have no right to amend, nullify, ignore, add or subtract from the provisions of this Agreement, except that an Arbitrator shall not be bound by any provision which is found to be unlawful or unenforceable pursuant to Article XXI. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union and shall have no authority to make an award on any other issue not so submitted to him. The arbitrator shall submit in writing his award within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The award shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The award shall be binding on the parties.
Section 14.3 – Expenses. The fee and expense of the arbitrator shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives or witnesses.

Section 14.4 – Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within fourteen (14) calendar days after the grievant becomes aware of the occurrence of the event giving rise to the grievance.

Section 14.5 – Investigation and Discussion. All grievance discussions and investigation shall take place in a manner which does not interfere with the operation of the Fire Department. The City representatives shall attempt to schedule grievance meetings so as not to conflict with the duty schedule of the Union representative.

ARTICLE XV
General Provisions

Section 15.1 – Statutes and Ordinances. The City shall have copies of all current State and City Ordinances and Statutes which pertain to the Fire Department available to employees at all times.

ARTICLE XVI
Residential Requirement

As a condition of employment, all employees shall live within 20 miles of the City limits.

ARTICLE XVII
Time Trading

Section 17.1 An employee who wishes to trade time up to twenty-four (24) hours may do so with the approval of his duty chief. Request for time trades of more than twenty-four (24) hours must be approved by the Fire Chief, and must be requested
seventy-two (72) hours in advance, except in emergencies. Time trading shall be arranged in such a way that the normal operation of the Fire Department will not be impaired by the absence of an employee who is off duty because of a time trade. A replacement must be familiar with and capable of assuming the full duties of the employee he replaces. Employees shall exercise discretion in the use of traded time. Trade time does not affect payroll and overtime, unless the schedule requires it.

ARTICLE XVIII
Safety

While the parties recognize that there are certain inherent dangers in the work performed by employees in the fire service it cannot be totally prevented, each party pledges its best efforts to establish and promote safe working conditions. The City shall take all reasonable steps for the protection and safety of bargaining unit employees during their hours or work in the performance of their duties. The employee shall follow all reasonable safety rules established by the employer consistent with the terms of this Agreement. The parties further agree to establish an accident and safety committee jointly, to promote safety and collect data within the Fire Department.

ARTICLE XIX
Manpower

Section 19.1 – Shift Shortages. Shifts shall not be operated to the detriment of the safety of the fire personnel and the effectiveness of the fire department. A normal shift shall consist of two (2) full-time fire fighters per machine, to include, but not limited to, all front line engine companies, truck companies, and ambulances (except for Paramedic #1 and #3, one of which would be staffed with a civilian paramedic and a full-time fire fighter on shifts that continue to have a civilian paramedic on their permanent shift roster, or
when an aerial ladder is stationed at a house as well as an engine). On any shift that does not have a civilian paramedic on their permanent shift roster, Paramedic #1 and #3 shall be staffed with two (2) full-time fire fighters, one (1) of which shall be a current system certified paramedic; but excluding Battalion #1. It is further agreed that as additional fire apparatus and/or ambulances are brought to front line, personnel would not be moved from engine or truck companies to provide the personnel to staff these vehicles, except that the City may add an additional jump crew (in conjunction with an ambulance) at such time as it has filled all of the positions which are authorized at the time of execution of this Agreement. All shift shortages shall be filled at the discretion of the Fire Chief. The Fire Chief may reassign the six (6) junior fire fighters from shift to shift in order to meet the requirements of this section, or to ensure a third ambulance is staffed with two (2) fire fighters. This can only be done if the shift floating from retains a third ambulance in service. Under no circumstance shall a fire fighter be required to work two (2) consecutive shifts, or be moved to another shift for less than a full shift, or be moved to cover less than eight (8) hours. If any number of the junior six fire fighters are unavailable due to vacation, sick time, duty injury, floating, or inability to contact, the City has the right to move up to the next fire fighter in seniority on that shift. If that fire fighter is unavailable the City may not move up the seniority list and the shift shortage will be filled out by overtime work in accordance with Article IV, Section 4.3 of this Agreement. For the purposes of this Agreement, a fire fighter is unavailable due to vacation, sick time, personal time or duty injury. Minimum staffing shall be eleven (11) employees.

Section 19.2 Notwithstanding the preceding section, in the event that the manpower shall for any reason fall below the minimum manpower strength, as provided for in Section 1 of this Article, such shortage will be filled out by overtime work in
accordance with Article IV, Section 4.3. If no member of the bargaining unit is available to fill the shortage on this primary unit, it may be filled in accordance with Section 19.3(5) of this Article.

Section 19.3 The Assistant Fire Chiefs’ time off will be covered by one of the assistant fire chiefs, with the following exceptions:

1. When the Assistant Fire Chief is either the only person off or one of only two personnel off the shift, then a Lieutenant will move up to an Acting Assistant Fire Chief position to cover that period of time.

2. When an assistant fire chief is off a 24-hour shift and the bargaining unit staffing is at the minimum level, the period of time will be first offered to the other two assistant fire chiefs. If neither of them accepts the overtime, then the bargaining unit personnel will be offered the overtime period. If none of them accepts the overtime period, then one of the assistant fire chiefs will be required to cover the overtime period, unless the time off requested has been posted for at least 48 hours, in which case a member of the bargaining unit will fill the vacancy. No member of the bargaining unit shall be forced to work a holiday or a shift less than 24 hours.

3. When either the Fire Chief or one of the Assistant Fire Chiefs is off for an extended period of time, for either sickness or injury, a Lieutenant shall be given a temporary appointment to the rank of Assistant Fire Chief. When a Lieutenant is off for an extended period of time, for either sickness or injury, a fire fighter shall be given a temporary appointment to the rank of Lieutenant. In either case, any resulting staffing shortage shall be covered by the bargaining units’ overtime procedures set forth in Article IV. An ‘extended period of time’ is defined for purposes of this section as more than 30 days.
4. The City shall not use any person who has not qualified for appointment under 65 ILCS 10-2.1-4/10-1-14 as a temporary or permanent substitute for classified full time members of the bargaining unit. This section shall not be interpreted as precluding the City from supplementing its force in any manner not inconsistent with the said statute.

In addition, members of East Peoria Firefighters Local 1498 will be the sole ALS providers and the sole Ambulance service within the corporate limits of the city of East Peoria. This also includes unincorporated areas of the city that the East Peoria Fire Department services. This does not limit the city’s ability to request mutual aid when East Peoria Fire Department is unavailable.

(5) If no bargaining unit member or assistant chief is available, the city may need to staff secondary equipment with either, and, or the fire chief, deputy chiefs, or assistant chiefs. Once a bargaining unit member or assistant chief become available, they will be assigned to the secondary equipment in lieu of the fire chief, deputy chief, or assistant chief. In the unlikely event that Battalion 1 cannot be staffed following current staffing language the Fire Chief or Deputy Chiefs may staff Battalion 1. Under no circumstances, will this happen without first going through “normal” staffing procedures.

Section 19.4 The Chief shall determine which fire station a fire fighter is assigned to, but except for probationary fire fighters and reasonable operational concerns, he shall accommodate the desires of the fire fighters, giving preference to seniority. In no event, however, shall a fire fighter be assigned to a station for more than eighteen (18) consecutive months if another fire fighter with less seniority wants that assignment. If no other fire fighter wants the assignment, a fire fighter may remain at a station more than eighteen (18) months unless the Chief finds a reassignment necessary. All fire fighters will put in their shift request for the period from May to November by April 1 and for
November to May by October 1 of each year. This section shall not be interpreted as allowing fire fighters to choose shifts as opposed to stations. In addition, if a fire fighter has eighteen (18) months in a station, the fire fighter shall upon request be assigned to a different station.

Section 19.5 All fire fighters hired after May 1, 1995 shall endeavor to obtain prior to the completion of their probationary year certification as paramedics. In the event a probationary fire fighter, in spite of a best efforts attempt, is unable to obtain paramedic certification before the end of the second year of employment, the fire fighter shall, as an absolute condition of employment, obtain paramedic certification by the end of the third year of employment as a City fire fighter. Any fire fighter required by this section to obtain paramedic certification by the end of the third year of employment, shall thereafter, as an absolute condition of employment, maintain said certification. The Chief shall have the right to require fire fighters with paramedic certification to fill in for and perform the duties of medics. Fire fighters, however, shall not have a right in the event of a reduction in force to bump medics, regardless of seniority.

ARTICLE XX
Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the term of this Agreement the parties shall bargain collectively in the event of a change in the law governing the relationship between these parties which impacts upon the wages, benefits
and working conditions of covered bargaining unit employees or as otherwise required by Section 1604 and Section 1607 of the Illinois Public Labor Relations Act.

ARTICLE XXI
Savings

If any provision of this Agreement is subsequently declared by the proper legislation or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXII
Termination

This Agreement shall be for a five (5) year term beginning May 1, 2019 and terminating on April 30, 2024, unless extended by mutual agreement. Written notice of a desire by either party to open negotiations for a new fiscal year shall be made at least ninety (90) days before April 30, 2024, but no earlier than December 15, 2023.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of __________________, 2019.

CITY OF EAST PEORIA, ILLINOIS

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1498

By__________________________________ By__________________________________
Its Mayor Its President

ATTEST: ATTEST:

_________________________________ ________________________________
Its City Clerk Its Secretary

Fire Fighters Contract

36 2019-2024
The following benefits are subject to the terms and conditions of the policy including the coordination of benefits with those benefits provided by other group plans and future applicable hospital-surgical legislation covering the fire fighter or his dependents.

**Life & AD&D**
- Employee: $25,000
- Additional award if killed in the line of duty: $25,000
- Spouse: $5,000
- Child: $5,000

**Medical Benefits (PPO Plan)**
- **Deductible**
  - Single: $0
  - Family: $0
- **Benefit Payments**
  - Preferred Provider: 80%
  - Non-Preferred Provider: 50%
- **Out-of-pocket Limit (Preferred Provider)**
  - Single: $3,750
  - Family: $7,500
- **Additional Benefits (Preferred Provider)**
  - Diagnostic X-Ray and Lab: 80%
  - MRI’s, PET and CT Scans: 80% after $250 copayment with a maximum copayment of $500 per calendar year per indiv.
  - Physician Office Visit: 100% after $40 copayment; $60 copayment for specialist
- **Dental Benefits**
  - **Deductible**
    - Single: $100
    - Family: $300
  - **Benefit Payments**
    - 100% of preventative services;
    - 80% of covered expenses after deductible for basic services, 50% for major services, after deductible
- **Maximum Calendar Year Dental Benefit**: $1,500
- **Vision Benefits**: As prescribed in the plan
Prescription Drug Copayment
Generic $5.00
Brand (No Generic Available) $30.00 + 25% (up to maximum of $75 per prescription
Brand (Generic Available) $50.00 + 100% of cost difference between generic and brand

See plan description for detail.

Medical Benefits (HDHP with HSA)
Deductible
Single $2,500
Family $5,000
Benefit Payments
Preferred Provider 90%
Non-Preferred Provider 50%
Out-of-pocket Limit (Preferred Provider)
Single $2,500
Family $5,000
Additional Benefits (Preferred Provider)
Diagnostic X-Ray and Lab 90%
MRI’s, PET and CT Scans 90%
Physician Office Visit 90%

Dental Benefits
Deductible
Single $100
Family $300
Benefit Payments 100% of preventative services; 80% of covered expenses after deductible for basic services, 50% for major services, after deductible

Maximum Calendar Year Dental Benefit $1,500

Vision Benefits As prescribed in the plan

Prescription Drug Copayment
Generic 90% after deductible
Brand (No Generic Available) 90% after deductible
Brand (Generic Available) 90% after deductible

See plan description for detail.
APPENDIX B
LIEUTENANT RATING FACTORS AND WEIGHTS

Section 6.4 of the Collective Bargaining Agreement indicates the following percent weight for each of the four (4) components as follows:

1. Written Examinations 60
2. Seniority 10
3. Ascertained Merit 10
4. Subjective component 20
   (Examination for the Fire and Police Commission)

The Seniority component is to be broken down so that each year of seniority will be valued at 5% OR (.5 points). An individual with 20 years of seniority will earn 100% or 10 points, an individual with 10 years of seniority will earn 50% or 5 points, etc.

The Ascertained Merit component is to be broken down as follows:

- Illinois Office of the State Fire Marshal Certified Fire Officer I or Certified Company Officer (new 2019) = 50% or (5 pts)
  OR
  10% or 1 point for each completed class and state examination, that meets the certification requirements of the Illinois State Fire Marshal’s Office certification program as listed below:

<table>
<thead>
<tr>
<th>Course</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE PREVENTION PRINCIPLES</td>
<td>10% or 1 point</td>
</tr>
<tr>
<td>MANAGEMENT I/LEADERSHIP I</td>
<td>10% or 1 point</td>
</tr>
<tr>
<td>MANAGEMENT II/LEADERSHIP II</td>
<td>10% or 1 point</td>
</tr>
<tr>
<td>TACTICS &amp; STRATEGY I</td>
<td>10% or 1 point</td>
</tr>
<tr>
<td>FIRE SERVICE INSTRUCTOR I</td>
<td>10% or 1 point</td>
</tr>
</tbody>
</table>

  OR
  20% or 2 points for proof of Company Officer Phase 1 completion
  20% or 2 points for proof of Company Officer Phase 2 completion
  100% or 1 point for completion of the Company Officer Task Book

- Minimum of an Associate Degree in Fire Science = 30% or 3 points
  (Degree must be in the Fire Science, Fire Administration or other fire related field only; not to include EMS or other medical fields)

- Illinois Office of the State Fire Marshal Certified Fire Apparatus Engineer = 10% or 1 point.

- Illinois Office of the State Fire Marshal Advanced Fire Fighter Certification or (FF III) = 10% or 1 point.

If a candidate has achieved all of these requirements the candidate shall receive the maximum points of 10.
LETTER OF UNDERSTANDING
RETURN TO WORK

The City and the Union recognize the advantages of a program to advance the return to duty of employees who sustain injuries. This includes a program to identify open “light duty” positions with less physical demands to which employees who are recovering, but not yet capable of performance of the essential functions of their regular job’s duties, may be assigned temporarily as a transition to their return to full, active duty. “Light duty” positions shall be in positions within the Fire Department where there is meaningful work to be performed which, although not an existing or open job, may provide a temporary assignment within the temporary medical limitations of a particular individual employee which that employee is in the judgment of the Chief capable of performing acceptably. For purposes of this policy, temporary assignments to open “light duty” positions, or to assignments created for a particular employee from available work, shall be limited to a period of 365 calendar days. No employee shall be placed on a light duty assignment unless the employee’s or the City’s physician have certified the employee is both capable of performing the temporary “light duty” job assignment, and is anticipated to be capable of returning to his or her regular, full-time job duties within the next 365 calendar days or the employee and the Chief agree that it is apparent that the employee can perform the temporary “light duty” job assignment and that there is therefore no reason to obtain medical certification. No employee whose injury was not sustained on the job shall be assigned to light duty until the employee has utilized at least ten sick leave days. If they both agree, the President of the Union and the Chief may waive all time limits set forth in this section.

An employee assigned to light duty shall work a forty hour week, Monday through Friday, normally from 7:30 AM to 4:30 PM with one hour for lunch. The employee may, without loss of sick leave, be excused for up to two hours per week for therapy or treatment. An employee who sustained an on the job injury shall not be charged sick leave for attending recommended therapy or treatment in excess of two hours per week. The employee shall continue to accrue all benefits while assigned to light duty, shall receive holidays recognized under this contract off, and may consistent with this Agreement and Department policy take vacation. An employee assigned to light duty taking a vacation day shall be charged only eight hours vacation. An employee, however, assigned to light duty shall not receive FLSA (“Kelly”) days.

Dated this _____ day of __________________, 20___.

For the Employer For the International Association of Fire Fighters Local No. 1498
_________________________________ ________________________________
_________________________________ ________________________________
1. **Hardship request for altered hours of work**

An employee assigned to light duty shall work a forty-hour week, Monday through Friday, normally from 7:30 AM to 4:30 PM with one hour for lunch. If, however, a fire fighter assigned to light duty believes the work week will create an undue personal or financial hardship on the fire fighter or the fire fighter’s family, a written request for altered hours of work and hardship will be made by the fire fighter and submitted to the Fire Chief and Fire Commissioner for consideration. The decision as to the hours of the work week will be made prior to beginning the return to duty assignment. Said decision shall be at the sole discretion of the Chief and the Fire Commissioner.

2. **Recovery and daily fitness and stretching**

A reasonable amount of time to recover will be allowed after any physical rehabilitation. In addition to any scheduled physical rehabilitation at the proper facilities, persons on light duty will be given additional daily opportunity to stretch and perform physical exercise.

3. **Fit for Duty, prescribed medication procedure**

Fire fighters recovering from an injury who are taking prescribed medication that contains an intoxicant will not be required to perform light duty unless the City obtains from a physician of its choosing a statement indicating the fire fighter is able to perform the light duty while taking such medication and listing any precautions or safety restrictions that may be advisable for the safety of the employee, other fire fighters or the public.

Dated this _____ day of __________________, 20___.

For the Employer For the International Association of Fire Fighters Local No. 1498

_________________________________ ________________________________

_________________________________ ________________________________
LETTER OF UNDERSTANDING
Pilot Community Paramedic Program

With the objective of improving the health and safety of the community, the City of East Peoria and the East Peoria Fire Fighters Local No. 1498 agree to establish a pilot Community Paramedic Program, also known as Mobile Integrated Healthcare.

The parties agree that during the pilot program this care shall be provided by a member or members of the East Peoria Fire Department. Currently, the City and at least one local hospital have entered into a one year pilot program to care for targeted citizens. It is anticipated that the other local hospitals will also establish a pilot program or become part of the current program.

Additionally, the parties agree that this pilot program has many unknowns and that it will impact the current operations of the Fire Department. Given the unknowns, this program must remain fluid while in its infancy stages. The parties agree that after the pilot program has ended any resulting changes in working conditions shall be subject to bargaining. The parties also agree that at such time as the department is administering care to twenty (20) or more referred patients working conditions shall be deemed to have changed and the program’s impact shall be subject to bargaining.

Dated this _____ day of __________________, 20___.

For the Employer     For the International Association of Fire Fighters Local No. 1498

_________________________________ ________________________________

_________________________________ ________________________________
TO: The Honorable Mayor and the City Council

THRU: Morgan Cadwalader, City Clerk

FROM: Chief of Police Steven M. Roegge

DATE: October 9, 2019

SUBJECT: 2020 Animal Control Agreement

DISCUSSION: Tazewell County Animal Control has forwarded the City a proposed contract for their services to take effect on January 1, 2020. The contract and the yearly amount of $28,752.00 remain unchanged.

RECOMMENDATION: Approval of new contract with Tazewell County Animal Control for 2020 in the amount of $28,752.00.

Please see supporting documentation attached.
RESOLUTION NO. 1920-066

East Peoria, Illinois
____________________, 2019

RESOLUTION BY COMMISSIONER ______________________________

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE COUNTY OF TAZEWELL FOR ANIMAL AND RABIES CONTROL SERVICES

WHEREAS, Tazewell County, Illinois (hereinafter referred to as the “County”) has offered to provide animal and rabies control services to the City of East Peoria, Illinois (hereinafter referred to as the “City”); and

WHEREAS, the current agreement for animal control services between the City and the County expires December 31, 2019; and

WHEREAS, it is in the best interests of the City to enter into a new agreement with the County in substantially the form attached hereto labeled as “Exhibit A” (hereinafter referred to as the “Agreement”);

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the agreement in substantially the form attached hereto is approved. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the Agreement shall not be binding upon the City until an executed original thereof has been delivered to the County.

APPROVED:

________________________________
Mayor

ATTEST:

________________________________
City Clerk
Exhibit A

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2020, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as “County”) and the City of East Peoria, a unit of local government of the State of Illinois (hereinafter referred to as “Municipality”), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of $28,752.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.

2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.

3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.

4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)

5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday - Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.
6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.

7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.

8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.

9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.

10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.

13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.

14. This Agreement shall become effective on the 1st day of January, 2020, and shall be in full force and effect for a period of one (1) year.

15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.

16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.

17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.

18. This contract may not be assigned by either party without the written consent of the other party.
19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this __________ day of __________, ________.

____________________________________
Tazewell County Board Chairman

ATTEST:

____________________________________
Tazewell County Clerk

MUNICIPALITY:

____________________________________
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

____________________________________
Director

ANNUAL AMOUNT: $28,752.00
MONTHLY AMOUNT: $2,396.00
RESOLUTION NO. 1920-069

RESOLUTION BY COMMISSIONER ____________________________

WHEREAS, the City’s Police Department is in need of new police vehicles; and

WHEREAS, Thomas Dodge ("Thomas Dodge") has offered to provide the Police Department with eight (8) 2020 Dodge Durango AWD Police Service Vehicles (the "Police Vehicles") as specified at Exhibit A, attached hereto and incorporated herein by reference, at a total cost of $234,776.00; and

WHEREAS, the Police Vehicles will need to be outfitted for use by the City’s Police Department; and

WHEREAS, Pro Vision has offered to provide the in-car cameras for the Police Vehicles in the amount of $23,440.00 as specified at Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, Ragan Communications, Inc. has offered to provide the outfitting of the Police Vehicles in the amount of $68,470.00 as specified at Exhibit C, attached hereto and incorporated herein by reference; and

WHEREAS, The Sign Shop has offered to stripe the Police Vehicles in the amount of $7,010.00 as specified at Exhibit D, attached hereto and incorporated herein by reference

WHEREAS, it is in the best interests of the City to purchase and outfit eight Police Vehicles in a total amount not to exceed $333,696.00 as specified in Exhibits A, B, C, and D attached here to and incorporated herein by reference;

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 purchase of the Police Vehicles and the related outfitting of the Police Vehicles as provided above are hereby approved.

Section 3. The Mayor or his designee is hereby authorized and directed to execute an agreement with Thomas Dodge in the amount of $234,776.00 for purchasing the Police Vehicles on behalf of the City’s Police Department, together with such changes as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this Resolution to Thomas Dodge until an original purchase order or agreement has been delivered to Thomas Dodge.
**Section 4.** The Mayor or his designee is hereby authorized and directed to execute agreements with Pro Vision; Ragan Communications, Inc.; and The Sign Shop in their respective amounts as set forth above for outfitting the Police Vehicles on behalf of the City’s Police Department, together with such changes as the Mayor in his discretion may approve; provided, however, that the City shall have no obligation under the terms of this resolution to Pro Vision; Ragan Communications, Inc.; or The Sign Shop until an original purchase order or agreement has been delivered respectively to such vendor for the services or equipment that have been approved by this Resolution for that vendor.

**APPROVED:**

________________________________
Mayor

**ATTEST:**

________________________________
City Clerk
2019 DODGE DURANGO
AWD POLICE SERVICE PURSUIT

$28,997.00

*Backup Camera included!
*6” halogen spot included!
*Full spare standard!

NEW! Pursuit Rated- pursuit suspension, modified axles,
lower axle ratio for better acceleration, 4 wheel traction control, enhanced front
grill & bumper...(available with V-6 or V-8)

### Standard Equipment

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheelbase</td>
<td>119.8”</td>
</tr>
<tr>
<td>GVW</td>
<td>6500#</td>
</tr>
<tr>
<td>Engine</td>
<td>3.6L V-6, 290 HP, HD cooling, E85</td>
</tr>
<tr>
<td>Engine oil cooler</td>
<td>yes</td>
</tr>
<tr>
<td>Transmission</td>
<td>8 speed automatic</td>
</tr>
<tr>
<td>Transfer case</td>
<td>AWD</td>
</tr>
<tr>
<td>Front axle</td>
<td>HD</td>
</tr>
<tr>
<td>Steering</td>
<td>power electro-hydraulic</td>
</tr>
<tr>
<td>Brakes</td>
<td>police special HD w/anti-lock</td>
</tr>
<tr>
<td>Suspension</td>
<td>HD w/sway control</td>
</tr>
<tr>
<td>Height control suspension</td>
<td>rear</td>
</tr>
<tr>
<td>Wheels</td>
<td>18x8 aluminum</td>
</tr>
<tr>
<td>Tires</td>
<td>P265/60R18</td>
</tr>
<tr>
<td>Electrical</td>
<td>220 amp alt, 800 cca battery</td>
</tr>
<tr>
<td>Fuel tank</td>
<td>24.6 gallon</td>
</tr>
<tr>
<td>Traction Control</td>
<td>yes</td>
</tr>
<tr>
<td>Rear AC &amp; Heat</td>
<td>yes</td>
</tr>
<tr>
<td>Stability control</td>
<td>yes</td>
</tr>
<tr>
<td>Blue Tooth Voice Command</td>
<td>yes</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>dual zone front</td>
</tr>
<tr>
<td>Glass</td>
<td>sunscreen</td>
</tr>
<tr>
<td>Tilt &amp; telescope wheel</td>
<td>yes</td>
</tr>
<tr>
<td>Power windows &amp; locks</td>
<td>yes</td>
</tr>
<tr>
<td>Keyless &amp; illuminated entry</td>
<td>yes</td>
</tr>
<tr>
<td>Speed control</td>
<td>yes</td>
</tr>
<tr>
<td>Wipers</td>
<td>interval</td>
</tr>
<tr>
<td>Radio</td>
<td>AM/FM/ BT with steering auto controls</td>
</tr>
<tr>
<td>Mirrors</td>
<td>6x9 power heated</td>
</tr>
<tr>
<td>Air bags</td>
<td>front, side, seat</td>
</tr>
<tr>
<td>Rear hatch</td>
<td>defrost &amp; wiper</td>
</tr>
<tr>
<td>Flooring</td>
<td>carpet w/mats</td>
</tr>
<tr>
<td>Front seats</td>
<td>cloth bucket</td>
</tr>
<tr>
<td>Rear seat</td>
<td>60/40 bench folding</td>
</tr>
<tr>
<td>Console</td>
<td>center w/floor shift</td>
</tr>
<tr>
<td>Power outlets</td>
<td>front &amp; rear</td>
</tr>
<tr>
<td>Fog lights</td>
<td>yes</td>
</tr>
<tr>
<td>Auto dimming rearview mirror</td>
<td>yes</td>
</tr>
</tbody>
</table>

### Included Police Special Equipment

6” Unity driver side spotlight...white/red dome...4 key fobs

### Optional

- Class IV receiver & wire harness & full spare...$750.00
- Engine Block heater...$90.00
- Skid plates: fuel, t-case, frt. suspension, underbody...$275.00
- 5.7L Hemi V-8...$2450.00
- Blind spot & cross path detection...$350.00
<table>
<thead>
<tr>
<th>ID #</th>
<th>PART NUMBER</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DVR-808LE2</td>
<td>1080p HD In-Car Video Two Camera Base KIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes: Dash Camera, Interior Camera, DVR, Lockable Cage, GPS Antenna, 128GB SD Card, 1 YR FREE</td>
</tr>
</tbody>
</table>

### NOTES:

- PV Dashboard, 20ft & (2) 10ft Cables, 15ft LAN Cable, Event Marker Button, Wireless Microphone System, Wireless File Transfer Kit, Software & Guides

### PER UNIT HARDWARE PURCHASE PRICING:

- **MSRP:** $4510
- **Savings:** $1580
- **Your Price:** $2930
- **Your Price with Installation:** $ N/A

### OPTIONS & ACCESSORIES:

### LEASE / INSTALLMENT PURCHASE OPTIONS:

- **60 Month Installment Purchase Option**
  - (per unit/month) $ N/A
- **Above Option with Installation**
  - (per unit/month) $ N/A

Note: All pricing is based on purchase quantity of: 8

### FEATURES:

- Rugged Solid State Design
- 5 YEAR System Warranty
- 8 Camera 1080p HD Video
- 360 Degree HD Coverage (Optional)
- Factory Installation
- Complete Evidence Management Solution
- Integrated GPS Mapping
- 8 Camera Capable in 1080p HD
- System Health Monitoring
- Unbeatable Value

### SOFTWARE PRICING

**SECURAMAX™ VIDEO MANAGEMENT**

- SMX-SVRL1 - SecuraMax Server License - 1 Year - $215/each
- SMX-SVRL3 - SecuraMax Server License - 3 Year - $315/each
- SMX-SVRL - SecuraMax Server License - 5 Year - $475/each
- SMX-SYR-100 - SecuraMax 100GB Cloud Storage - 5 Year Plan
  - Monthly Fee per Device: $43

**PV DASHBOARD™ FLEET MANAGEMENT**

Please contact me if I can be of further assistance.

CONFIDENTIAL
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item ID</th>
<th>Description</th>
<th>UOM</th>
<th>Sell</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>JV8SPCL1LED</td>
<td>JUSTICE LIGHTBAR, R/B, LED TD/ALS</td>
<td>EA</td>
<td>$1,295.00</td>
<td>$1,295.00</td>
</tr>
<tr>
<td>3</td>
<td>VTX615R</td>
<td>VERTEX SUPER LED HIDEWAY LIGHT (RED)</td>
<td>EA</td>
<td>$83.75</td>
<td>$251.25</td>
</tr>
<tr>
<td>3</td>
<td>VTX615B</td>
<td>VERTEX SUPER LED HIDEWAY LIGHT, BLUE</td>
<td>EA</td>
<td>$83.75</td>
<td>$251.25</td>
</tr>
<tr>
<td>1</td>
<td>ES100C</td>
<td>Federal Signal - ES100C 100 watt siren speaker</td>
<td>EA</td>
<td>$178.60</td>
<td>$178.60</td>
</tr>
<tr>
<td>1</td>
<td>ESB-U</td>
<td>UNIVERSAL BAIL BRACKET</td>
<td>EA</td>
<td>$40.00</td>
<td>$40.00</td>
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<tr>
<td>1</td>
<td>C-PS-7-L</td>
<td>SWITCH PANEL</td>
<td>EA</td>
<td>$38.95</td>
<td>$38.95</td>
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<tr>
<td>1</td>
<td>C-VS-2000-DUR-1</td>
<td>CONSOLE DODGE DURANGO 2018-2020</td>
<td>EA</td>
<td>$399.10</td>
<td>$399.10</td>
</tr>
<tr>
<td>1</td>
<td>C-HDM-204</td>
<td>8.5&quot; TELESCOPING POLE</td>
<td>EA</td>
<td>$146.25</td>
<td>$146.25</td>
</tr>
<tr>
<td>1</td>
<td>C-MD-119</td>
<td>LOW PROFILE SWING ARM WITH MOTION ATTACHMENT</td>
<td>EA</td>
<td>$272.40</td>
<td>$272.40</td>
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<td>C-ARM-103</td>
<td>ARM REST FOR HAVIS CONSOLE</td>
<td>EA</td>
<td>$102.15</td>
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<td>2</td>
<td>C-MCB</td>
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<td>PB6718HDLO03</td>
<td>HD PUSHBUMPER DURANGO WITH 2 ION DUO LIGHTS</td>
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<td>1</td>
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<td>REAR BARRIER FOR DURANGO</td>
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<td>1</td>
<td>PSSP5700D18A</td>
<td>PARTITION FOR DURANGO</td>
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<td>FREIGHT ESTIMATE</td>
<td>FREIGHT ESTIMATE - PARTITIONS AND PUSH BUMPER</td>
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<td>16.00</td>
<td>LABOR - GENERAL</td>
<td>LABOR - Install of radios, lights, siren and computer</td>
<td>HR</td>
<td>$95.00</td>
<td>$1,520.00</td>
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<td>6.00</td>
<td>LABOR - GENERAL</td>
<td>LABOR - Camera Install</td>
<td>HR</td>
<td>$95.00</td>
<td>$570.00</td>
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<td>3.00</td>
<td>LABOR - GENERAL</td>
<td>LABOR - Front and Rear Partition Install</td>
<td>HR</td>
<td>$95.00</td>
<td>$285.00</td>
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<td>3.00</td>
<td>LABOR - GENERAL</td>
<td>LABOR - Push Bumper Install</td>
<td>HR</td>
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<td>$285.00</td>
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Your Price: $8,558.75

Total: $8,558.75
Prices are firm until 8/7/2019  Terms: Net 30

Prepared by: Steve A. Tennant, stevet@ragancom.com

Accepted by: ________________________________

Date: 7/8/2019

Disclaimer

TAX AND SHIPPING COST NOT INCLUDED
"Quote for East Peoria Police Dept"
2020 Black Dodge Durangos Revised

Wrap front & rear doors with white high performance wrap vinyl & clear coat.

Letter through front & back doors: POLICE, black reflective with silver or gold metallic (non reflective outline). Black (non reflective) EAST PEORIA

Rear quarter: 911, white reflective.

Front quarter: Car number, white reflective.

Sides: American shadow flag behind passenger door, non reflective.

Back hatch: EAST PEORIA POLICE, car number & 911, white reflective.
Black & white reflective chevron.

Addition: Add 6" to 8" patch design on front doors under mirror @ 20.00 each make & install

Fabricate lettering & supply all material & labor to complete job.
Cost per vehicle @ $825.00

Addition: One time cost for indian patch set up fee $90.00

1/3 of total down, balance 30 days after completion.

Note: When ordering vehicles tell them not to install molding on doors.
"Layout for East Peoria Police Dept"
2020 Black Dodge Durangos Revised

Note: this vehicle is not a Durango, lettering shown is for visual only.
Back hatch: Layout for visual only.

We will do a complete scaled layout when we get photos & measurements of new vehicles.