AMENDED 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
APRIL 21, 2020
6:00 P.M.

This will be a Remote Meeting held via "Zoom Meetings".

THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY;

IN-PERSON ATTENDANCE BY THE PUBLIC IS CURRENTLY PROHIBITED

Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. To join in the meeting follow this link: https://us04web.zoom.us/j/9981352973; Meeting ID: 998 135 2973

For those not wishing to comment, the Meeting can also be viewed via Facebook live atwww.facebook.com/EPCityGovernment.

By phone, dial in and listen to the Meeting and comment during public comment period as follows:

Phone Number (toll-free): (888) 788-0099; Meeting ID: 998 135 2973

You can submit a public comment remotely by attending the meeting on April 21 on Zoom Meetings and selecting the Raise Hand icon on your screen or pressing *9 on your phone to raise your hand during the public comment period.

The meeting will also be recorded and will be available via a link on the City's website soon after the meeting.

If there are any questions regarding this meeting format, please direct them to the City Clerk at morgancadwalader@cityofeastpeoria.com or 309-427-7613.

DATE: APRIL 21, 2020
TIME: 6:00 P.M.
COMMISSIONER HILL
MAYOR KAHL
COMMISSIONER DECKER
COMMISSIONER MINGUS
COMMISSIONER SUTHERLAND

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE TO THE FLAG:**
5. **APPROVAL OF MINUTES:**

5.I. Motion to approve the minutes of the Regular Meeting held on April 7, 2020.

Documents:

2020.04.07 MINUTES.PDF

6. **COMMUNICATIONS:**
7. **PUBLIC COMMENT: COUNCIL BUSINESS FROM THE AUDIENCE ON AGENDA ITEMS:**
8. **CONSENT AGENDA ITEMS BY OMNIBUS VOTE:**

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

Motion to approve the Consent Agenda.

8.I. Item Number 1 – Adoption of Resolution Number 1920-144 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 23 in the amount of $3,824,391.66.

Documents:

RESOLUTION NO. 1920-144.PDF

8.II. Item Number 2 – Adoption of Resolution Number 1920-134 on its Second Reading - Resolution Regarding Reinsurance Carrier for the City's Group Health Insurance Plan (Approving Reinsurance Coverage with Reunion Health Services Inc. for 2020-2021 fiscal year).

Documents:

RESOLUTION NO. 1920-134 - SECOND READING.PDF

8.III. Item Number 3 – Adoption of Resolution Number 1920-135 on its Second Reading – Resolution Regarding Preferred Physician and Hospital Network for the City's Group Health Insurance Plan.

Documents:

RESOLUTION NO. 1920-135 - SECOND READING.PDF

8.IV. Item Number 4 – Adoption of Resolution Number 1920-137 on its Second Reading – Resolution Regarding the Prescription Drug Benefit Manager for the City's Group Health Insurance Plan.

Documents:

RESOLUTION NO. 1920-137 - SECOND READING.PDF

8.V. Item Number 5 – Adoption of Resolution Number 1920-129 on its Second Reading – Resolution Accepting Third Change Order for City's Sanitary Sewer System Upgrade Project (Phase A – C Construction Project) (Change Order #3) in the amount of $63,035.14.

Documents:

RESOLUTION NO. 1920-129 - SECOND READING.PDF

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

10. **COMMISSIONER HILL:**

10.I. Adoption of Ordinance Number 4493 on its Second Reading – (ANNUAL APPROPRIATION ORDINANCE FOR THE CITY OF EAST PEORIA, ILLINOIS FOR THE FISCAL YEAR FROM THE FIRST DAY OF MAY A.D. 2020 TO THE LAST DAY OF APRIL A.D. 2021.)

Documents:

ORDINANCE NO. 4493 - SECOND READING.PDF

10.II. Adoption of Resolution Number 1920-124 on its Second Reading - Resolution to approve the Working Cash Budget for the Fiscal Year from the first day of May A.D. 2020 to the last day of April A.D. 2021.

Documents:

RESOLUTION NO. 1920-124 - SECOND READING.PDF

10.III. Approval of Resolution No. 1920-138 – Resolution Regarding Renewal of Group Term Life Insurance Policy for City Employees with Standard Insurance Company.
To be laid on the table for no less than one week for public inspection.

Documents:

RESOLUTION NO. 1920-138.PDF

10.IV. Approval of Resolution Number 1920-139 – Resolution Regarding Revisions to the City's Group Health Insurance Plan.
To be laid on the table for no less than one week for public inspection.

Documents:

RESOLUTION NO. 1920-139.PDF

10.V. Approval of Resolution Number 1920-140 – Resolution Regarding Employee Contribution Rates for the City's Group Health Insurance Plan.
To be laid on the table for no less than one week for public inspection.

Documents:

RESOLUTION NO. 1920-140.PDF

10.VI. Approval of Resolution Number 1920-141 - Resolution Regarding the Utilization Manager for the City's Group Health Insurance Plan.
To be laid on the table for no less than one week for public inspection.

Documents:

RESOLUTION NO. 1920-141.PDF

10.VII. Approval of Resolution Number 1920-142 – Resolution to approve the salaries, wages, and employee benefits for certain non-union employees of the City of East Peoria for the fiscal year beginning May 1, 2020 and ending on April 30, 2021.
To be laid on the table for no less than one week for public inspection.

Documents:

RESOLUTION NO. 1920-142.PDF

10.VIII. Approval of Ordinance Number 4497 – (AN ORDINANCE AMENDING THE CITY OF EAST PEORIA PERSONNEL POLICY MANUAL).
To be laid on the table for no less than one week for public inspection.

Documents:

ORDINANCE NO. 4497.PDF

10.IX. Adoption of Resolution No. 1920-143 - Resolution regarding the reappointment of various Board and Commission Members.

Documents:

RESOLUTION NO. 1920-143.PDF

11. **COMMISSIONER DECKER:**

11.I. Adoption of Ordinance Number 4496 on its Second Reading– (AN ORDINANCE APPROVING ACQUISITION OF RIGHT-OF-WAY AND CONSTRUCTION EASEMENT FOR CAMP STREET AND RIVER ROAD INTERSECTION IMPROVEMENT PROJECT).

Documents:

ORDINANCE NO. 4496 - SECOND READING.PDF

12. **COMMISSIONER SUTHERLAND:**

13. **COMMISSIONER MINGUS:**

13.I. Adoption of Resolution Number 1920-131 - Resolution regarding temporary increase in number of Firefighters on the Fire Department for the City.

Documents:

RESOLUTION NO. 1920-131.PDF

14. **MAYOR KAHL:**

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

16. **COMMENTS FROM COUNCIL:**

16.I. COMMISSIONER DECKER:

16.II. COMMISSIONER HILL:

16.III. COMMISSIONER SUTHERLAND:

16.IV. COMMISSIONER MINGUS:

16.V. MAYOR KAHL:

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

18. **MOTION TO ADJOURN:**

19. **/S/ Morgan R. Cadwalader**
City Clerk, Morgan R. Cadwalader
Dated and Posted: April 17, 2020

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

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

APRIL 7, 2019

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.

The City Council Meeting was held via remote attendance by Zoom Meeting by the public due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements. Public comments are being taken remotely via Zoom Meetings during the meeting.

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

The invocation was given by Commissioner Hill.

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

Motion by Commissioner Mingus, seconded by Commissioner Decker; Mr. Mayor, I move that the minutes of the Regular Meeting held on March 17, 2020, the minutes of the Public Hearing held on March 17, 2020, and the minutes of the Closed Meeting/Executive Session held on March 3, 2020 be approved as printed.
Yeas: Commissioner Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried.

Mayor Kahl explained that the City Council Meeting is being live streamed via Zoom Meetings and that those wishing to make public comments need to raise their hand if they wish to make public comments. He explained that three items are being pulled from the agenda. Those include:

- Adoption of Ordinance Number 4493 on its Second Reading – (ANNUAL APPROPRIATION ORDINANCE FOR THE CITY OF EAST PEORIA, ILLINOIS FOR THE FISCAL YEAR FROM THE FIRST DAY OF MAY A.D. 2020 TO THE LAST DAY OF APRIL A.D. 2021);

- Adoption of Resolution Number 1920-124 on its Second Reading - Resolution to approve the Working Cash Budget for the Fiscal Year from the first day of May A.D. 2020 to the last day of April A.D. 2021; and

- Adoption of Resolution Number 1920-131 - Resolution regarding temporary increase in number of Firefighters on the Fire Department for the City.

Mayor Kahl stated if there was anyone who wanted to speak on any items on the agenda item to raise their hands on Zoom Meetings 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 Number 1 – Adoption of Resolution Number 1920-136 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 22 in the amount of $2,848,421.50.
>
> Item Number 2 – Adoption of Resolution Number 1920-122 on its Second Reading – Resolution approving the purchase of light fixtures related to the Public Safety Parking Lot Lighting Upgrade Project from Springfield Electric Supply Company in the amount $6,360.16.
>
> Item Number 3 – Adoption of Resolution Number 1920-125 on its Second Reading – Resolution approving the City's purchase of pipe and other main installation materials for the Farmdale Road Water Main Extension Project from Core & Main in the amount of $10,331.95.

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 Number 1 – Adoption of Resolution Number 1920-136 – Resolution to Approve Payment of the Schedule of Bills Listed on Schedule Number 22 in the amount of $2,848,421.50. (Adopted by omnibus vote)

Item Number 2 – Adoption of Resolution Number 1920-122 on its Second Reading – Resolution approving the purchase of light fixtures related to the Public Safety Parking Lot Lighting Upgrade Project from Springfield Electric Supply Company in the amount $6,360.16. (Adopted by omnibus vote)

Item Number 3 – Adoption of Resolution Number 1920-125 on its Second Reading – Resolution approving the City's purchase of pipe and other main installation materials for the Farmdale Road Water Main Extension Project from Core & Main in the amount of $10,331.95. (Adopted by omnibus vote)

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

Motion by Commissioner Hill, seconded by Commissioner Mingus; Mr. Mayor, I move you that Ordinance No. 4494, hereto attached, (AN ORDINANCE AUTHORIZING THE SELLING PROCESS BY SEALED BID FOR CITY-OWNED SURPLUS REAL ESTATE LOCATED AT 136 JOHNSON STREET IN THE CITY OF EAST PEORIA, ILLINOIS having been read once by its title and having been laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that the ordinance is for the sale of surplus city property that the City wants to return to productive use. The City will use a sealed bid process for the sale of this property.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None
Mayor Kahl declared the motion carried and Ordinance No. 4494 be adopted as presented.

Resolution No. 1920-128 by Commissioner Hill, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-128 hereto attached, a Resolution Authorizing the Selling Process for City-Owned Surplus Real Estate located at 127 Canterbury Court in the City of East Peoria, Illinois, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-128 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that the ordinance is for another sale of surplus city property that the City wants to return to productive use. The City will use a realtor to the sell the property and a minimum bid of at least 80% of the appraised value is required.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried and Resolution No. 1920-128 be duly adopted as presented.

Resolution No. 1920-123 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-123 hereto attached, a Resolution to Approve the Acquisition of an Ice Machine for Asian Carp Fishing Operations on the Illinois River, be hereby approved. Mr. Mayor, I move you that this Resolution No. 1920-123 having been read once by its title and having laid on the table for no less than one week for public inspection, be adopted as presented.

Commissioner Hill explained that this is the second reading on the acquisition of an ice machine that will be used for Asian Carp fishing. He explained that there is a contingency that if certain funds are not received to pay for the acquisition of the ice machine then the ice machine will not be acquired.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried and Resolution No. 1920-123 be duly adopted as presented.

Resolution No. 1920-133 by Commissioner Hill; **WHEREAS**, the owner of Parcel No. 01-01-32-414-008 (the "Property") has filed a complaint with the Tazewell County Board of Review (the "Board of Review") for the purpose of challenging the assessed value assigned to the Property; and

WHEREAS, the City of East Peoria ("City") has objected to the change in assessed value; and

WHEREAS, the Board of Review has affirmed the assessment originally assigned to the Property; and

WHEREAS, the owner of the Property has appealed the decision of the Board of Review to the Illinois Property Tax Appeal Board ("PTAB"); and

WHEREAS, it is in the best interests of the City to intervene in the proceedings currently pending before PTAB;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the Attorney for the City is hereby authorized and directed to obtain an appraisal for the Property and petition for leave to intervene in the proceeding involving the assessment of the Property, which proceeding is identified as Docket No. 2019-00080.001-C-3 currently pending before the Illinois Property Tax Appeal Board.

Motion by Commissioner Hill, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 1920-133 be adopted as presented.

Commissioner Hill explained that this appeal is for the Kroger property where the owner is appealing the property taxes. He explained that this is a significant request where the City should intervene.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried and Resolution No. 1920-133 be duly adopted as presented.

Resolution No. 1920-134 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-134, hereto attached, a Resolution Regarding Reinsurance Carrier for the City's Group Health Insurance Plan (Approving Reinsurance Coverage with Reunion Health Services Inc. for 2020-2021 fiscal year), be approved. Mr. Mayor, I move you that this Resolution No. 1920-134 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that this resolution is a recommendation from the City's Group Health Insurance Committee for the reinsurance carrier and that the bid being approved is the most competitive bid that was received.

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

Resolution No. 1920-135 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-135, hereto attached, a Resolution Regarding Preferred Physician and Hospital Network for the City's Group Health Insurance Plan, be approved. Mr. Mayor, I move you that this Resolution No. 1920-135 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that this resolution is another recommendation from the City's Group Health Insurance Committee. This is the most competitive bid, and it is an agreement with UnityPoint Health.

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

Resolution No. 1920-137 by Commissioner Hill, seconded by Commissioner Mingus; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-137, hereto attached, a Resolution Regarding the Prescription Drug Benefit Manager for the City's Group Health Insurance Plan, be approved. Mr. Mayor, I move you that this Resolution No. 1920-137 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Hill explained that this resolution is to approve a Master Services Agreement that allows the City to leverage with other cities and receive better savings. It provides an eight percent savings. Mayor Kahl commended the City's Group Health Insurance Committee on their work on the Committee.

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

Resolution No. 1920-132 by Commissioner Decker; **WHEREAS**, Tazewell County (the "County") annually provides a grant (the "Grant") to help fund the curbside recycling program operated by the City; and

WHEREAS, the County has offered to provide the Grant in the amount of $50,852.00 for 2020; and

WHEREAS, the Grant will be disbursed under the terms of an intergovernmental agreement between the City and the County;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the Mayor is hereby authorized and directed to execute an intergovernmental agreement between the City and the County under such terms and conditions as the Mayor in his discretion deems appropriate providing for the distribution of a curbside recycling grant in the amount of $50,852.00 from the County to the City.

Motion by Commissioner Decker, seconded by Commissioner Mingus; Mr. Mayor, I move you that Resolution No. 1920-132 be adopted as presented.

Commissioner Decker explained that this resolution is for the approval of a grant that the City enters into yearly, and it helps with the curbside recycling program. Mayor Kahl explained that this grant is typically approved in November, and therefore, it is a little over due and went into effect in January 2020.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried and Resolution No. 1920-132 be duly adopted as presented.

Motion by Commissioner Decker, seconded by Commissioner Hill; Mr. Mayor, I move you that Ordinance No. 4496 hereto attached, (AN ORDINANCE APPROVING ACQUISITION OF RIGHT-OF-WAY AND CONSTRUCTION EASEMENT FOR CAMP STREET AND RIVER ROAD INTERSECTION IMPROVEMENT PROJECT) be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Decker explained the ordinance and intersection improvement project. He explained that a roundabout was originally planned and that this is the new plan for the intersection that requires less right-of-way as a result of the intersection no being a roundabout.

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

Resolution No. 1920-129 by Commissioner Sutherland, seconded by Commissioner Decker; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS that Resolution No. 1920-129, hereto attached, a Resolution Accepting Third Change Order for City's Sanitary Sewer System Upgrade Project (Phase A – C Construction Project) (Change Order #3) in the amount of $63,035.14, be approved. Mr. Mayor, I move you that this Resolution No. 1920-129 be accepted on its first reading as read by its title, and be laid on the table for no less than one week for public inspection.

Commissioner Sutherland explained that this change order is for items that were found underground that the City did not know were under the ground. One of the items included high voltage lines that needed to be moved. He explained that he is pleased with the negotiations and project management. Commissioner Sutherland explained that he believes that the City will be under the anticipated change order amounts that were anticipated for the project.

Commissioner Hill explained that he asked about the project and spoke with the project manager and he will be supporting the resolution. Mayor Kahl explained that these change orders are bundled together and this one includes five items in the change order. Commissioner Decker commented on the change order process and that the nature of dealing with very old buildings will yield unknowns for underground items due to their age.

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

Resolution No. 1920-130 by Commissioner Sutherland; WHEREAS, Kevin Clark has been continuously employed by the City from December 28, 1987 through March 20, 2020, most recently occupying the position of Operator in the Water Department.

WHEREAS, Kevin Clark announced his intention to retire from employment effective at the end of the day on March 20,2020; and

WHEREAS, the City is appreciative of the long and continued service provided by Kevin Clark; and

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

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

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

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

Motion by Commissioner Sutherland, seconded by Commissioner Decker; Mr. Mayor, I move that Resolution No. 1920-130 be adopted as presented.

Commissioners Sutherland and Decker commented on Mr. Clark's outstanding integrity, skill and knowledge and wished him well in his retirement.

Mayor Kahl thanked Mr. Clark for his 32 years of service to the City and community and wished him well in his retirement.

Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None.
Mayor Kahl declared the motion carried and Resolution No. 1920-130 be duly adopted as presented.

Mayor Kahl stated if there was anyone who wanted to speak on any items not on the agenda to raise their hand on Zoom Meetings and state the matter or matters to be discussed. There was no response.

Mayor Kahl then asked for comments from Council.

Commissioner Decker encouraged people to use remote meetings like Zoom as it is easy and promotes social distancing. He commented on making changes to the City due to the health pandemic. He commented on a situation where garbage pick-up was missed, and Commissioner Hill brought it to his attention so that it could be taken care of. He complimented Ric Semonski, Supervisor of Streets, on his work and expressed his appreciation to the efforts to ensure that those essential services that the City does are continued.

Commissioner Hill thanked the employees of the City during these unprecedented times. The Police and Fire Department have had to change their practices and practice self-safety practices as well. He recognized the Buildings Department and their cleaning changes to try to ensure everyone is safe during this time.

Commissioner Sutherland thanked Ric Semonski and Cord Crisler, Supervisors in the Public Works Department, and others in the Public Works Department. He commented on the Coronavirus (COVID-19) Pandemic and expressed his wishes that everyone remains safe during this time.

Commissioner Mingus thanked City employees. He commented on the Fire Department putting themselves in harm's way and expressed gratitude for Robert Cole on his job in ensuring that cleaning services are done to provide a safe environment. He commented on the open burning ban for the health of the citizens as everyone is being encouraged to remain active outside and COVID-19 is a respiratory illness. He explained that the burn ban is not a permanent prohibition and that it will last until the situation has resolved itself.

Mayor Kahl commented on the uncertain times that everyone is facing with the Coronavirus (COVID-19) Pandemic. He explained that there a lot of people with differing opinions and asked that everyone be respectful of each other during this challenging time. Mayor Kahl thanked City employees and explained that the City will be making some tough decisions in the coming weeks and months and that everyone will be in the same boat. He commented on the term “essential business” being a vague term and to keep in mind that we want to protect the public health and safety of citizens as well as the businesses. He believes that a calm and measured approach is the best approach and explained that we will focus on getting through the next several weeks and look out for and be mindful of others during this time. He explained that this time will pass, and we will take it one day at a time. He reminded everyone to stay home to protect yourself and everyone else if you are sick, to practice good hygiene, and stay safe.

Motion by Commissioner Sutherland, seconded by Commissioner Mingus; Mr. Mayor, I move you that we adjourn until Tuesday evening, April 21, 2020 at 6:00 P.M.
Yeas: Commissioners Decker, Hill, Mingus, Sutherland, and Mayor Kahl.
Nays: None
Mayor Kahl declared the motion carried and the meeting adjourned at 6:41 P.M.

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

RESOLUTION NO. 1920-144

April 21, 2020
EAST PEORIA, ILLINOIS

RESOLUTION BY COMMISSIONER _____

SECONDED BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS THAT THE CLAIMS AS LISTED ON SCHEDULE NO. 23 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 $3,824,391.66 AND THE SCHEDULE OF BILLS BE HEREBY ADOPTED AS PRESENTED.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

GENERAL CORPORATE FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-01-2-014	MILLER HALL & TRIGGS	3/20 LEGAL FEES	25,723.40
		3/20 DEMOLITION FEES	2,231.90
01-01-2-069	MILLER HALL & TRIGGS	3/20 RECORDING FEES	47.40
01-01-2-070	MILLER HALL & TRIGGS	3/20 TRAVEL EXPENSES	63.36
		3/20 MISC FEES	2,912.40
		3/20 COPY CHARGES	7.60
		3/20 POSTAGE	43.05
	THOMAS F SONNEBORN	GRIEVANCE ARBITRATION	3,000.00
01-01-4-021	MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATE PAGES	1,702.56
01-01-4-022	JOURNAL STAR	LEGAL NOTICES	53.04
01-01-5-100	OFFICE DEPOT	ENVELOPES, ADDRESS LABELS	59.29
01-01-5-127	OFFICE DEPOT	TONER	173.38
		TONER	139.20
		ENVELOPES	23.99
01-02-0-040	CITY OF E P INS ESCROW RESERVE	2020 GROUP INSURANCE	203,530.00
	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	4,349.90
01-02-0-070	FIVE STAR WATER	COFFEE	42.45
01-02-0-197	LUMBERYARD SUPPLIERS, INC	LSI DEVELOPMENT INCENTIVE-2019	108,602.16
01-03-0-035	TAZEWELL COUNTY RECORDER	EASEMENT RECORDING	94.80
01-03-0-045	VERIZON WIRELESS	01/10/20-02/9/20 CELL SERVICE	225.20
		02/11/20-03/10/20 CELL SERVICE	43.19
01-03-0-128	CLOUDPOINT GEOGRAPHICS	ONSITE CONSULTING	525.00
01-04-0-070	VERIZON WIRELESS	01/10/20-02/9/20 CELL SERVICE	53.80
01-04-0-110	CINTAS CORPORATION	MATS	72.07
01-05-0-019	BAYNARD PLUMBING	PLUMBING INSPECTIONS	334.50
	RICHARD YOUNG	ELECTRICAL INSPECTIONS	1,548.00
01-05-0-044	VERIZON WIRELESS	01/10/20-02/9/20 CELL SERVICE	437.32
01-05-0-045	AMEREN ILLINOIS	3/20 POWER - CITY BUILDINGS	941.09
	CONSTELLATION NEW ENERGY	3/20 GAS - CITY BUILDINGS	387.13
	CALPINE	3/20 POWER - CITY BUILDINGS	334.00
01-05-0-151	CONNOR CO CORPORATE OFFICE	PW UVAC UPGRADE	2,011.43
		PW HVAC UPGRADE	232.59
		PW HVAC UPGRADE	66.99
		PW HVAC UPGRADE	836.49
		PW HVAC UPGRADE	186.15
		TRUNK DUCT	66.13
		PW HVAC UPGRADE, A/C	28.80
		PW HVAC UPGRADE	86.52
		PW HVAC UPGRADE	19.93
	ENERGY HARNESS CORPORATION	LED UPGRADE-CP	2,729.90
	IX CONTROLS	CONTROLS FOR HVAC	1,874.50
	JOHNSTONE SUPPLY	PW HVAC UPGRADE	102.56
01-06-0-020	HEART TECHNOLOGIES,INC	4/20 BACKUP AGREEMENT	1,650.00
		4/20 INTERNET GATEWAY	450.00
		4/20 ADMIN SERVICES	10,450.00
	KNOWBE4	SOFTWARE LICENSING	1,300.50
01-06-0-045	COMCAST	MONLTHY CABLE/INTERNET	195.16

GENERAL CORPORATE FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
01-06-0-045	I3 BROADBAND	MONTHLY CABLE/INTERNET	921.75
		MONTHLY CABLE/INTERNET	205.00
	VERIZON WIRELESS	01/10/20-02/9/20 CELL SERVICE	245.41
	OPEN TEXT INC	FAX2MAIL BILLING	100.00
	TOUCHTONE COMMUNICATIONS	3/2020 LONG DISTANCE	61.04
01-06-0-048	CDS OFFICE TECHNOLOGIES	PW COPY CHARGES	82.71
		CH COPY CHARGES	236.99
		PD COPY CHARGES	37.16
		PW COPY CHARGES	84.10
	PTC SELECT	TONER, PRINTER	575.00
		PRINTER	205.00
		DEPARTMENT TOTAL:	382,742.99

APPROVED FOR PAYMENT BY:

EMERGENCY SERV & DISASTER AST
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
02-00-0-045	AMEREN ILLINOIS	3/20 POWER - ESDA	51.25
		DEPARTMENT TOTAL:	51.25

APPROVED FOR PAYMENT BY:

POLICE PROTECTION FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-018	TAZEWELL COUNTY (ANIMAL)	3/20 ANIMAL CONTROL	2,396.00
03-00-0-030	ENTENMANN ROVIN COMPANY	OFFICER BADGES	940.90
	RAY O'HERRON CO., INC.	NAME BAR	36.50
		NAME BAR	36.50
		NAME BAR	36.50
		NAME BAR	36.50
		ARMORED VEST	923.74
		ARMORED VEST	923.74
		ARMORED VEST	923.74
	T SHIRT HOUSE & AD SPECIALTIES	T-SHIRTS, SWEATSHIRTS	1,076.55
		T-SHIRTS, SWEATSHIRTS	649.00
03-00-0-035	IL ASSOC CHIEFS OF POLICE	ANNUAL MEMBERSHIP DUES	220.00
	PORTER LEE CORPORATION	ANNUAL SOFTWARE SUPPORT	1,192.00
03-00-0-045	AMEREN ILLINOIS	3/20 POWER - POLICE	159.27
	CONSTELLATION NEW ENERGY	3/20 GAS - POLICE	453.38
	VERIZON WIRELESS	01/10/20-02/9/20 CELL SERVICE	545.15
		02/11/20-03/10/20 CELL SERVICE	1,727.68
	CALPINE	3/20 POWER - PD	308.48
03-00-0-050	SPRINGFIELD ELECTRIC SUPPLY	SWITCH	6.03
	SUNBELT RENTALS INC	DRILL RENTAL	165.60
03-00-0-051	PRO-VISION	SDXC CARDS	363.26
03-00-0-052	AUTOZONE COMMERCIAL	WHEEL NUT	4.44
		WHEEL HUB BEARING	133.37
		SOLENOID	30.23
		RETURN-WHEEL HUB BEARING	-133.37
		HUB ASSEMBLY	139.49
	RAY DENNISON CHEVROLET INC.	OIL COOLER TUBE	56.71
		HUB	167.12
		STRUT	94.86
		INLET/OUTLET PIPE	74.32
		OIL COOLER	295.39
	GOODYEAR AUTO SERVICE CENTER	OIL CHANGE	42.45
		OIL CHANGE	22.45
		TIRE CHANGE, ALIGNMENT	739.56
		OIL CHANGE	41.50
		OIL CHANGE	41.50
		TIRE, OIL CHANGE	707.01
		OIL CHANGE	22.45
		OIL CHANGE	22.45
		OIL CHANGE	41.50
		OIL CHANGE	41.50
	INTERSTATE BATTERY SYSTEM OF	BATTERY	127.95
	O'REILLY AUTO PARTS	RETURN-CORE, RACK & PINION	-266.22
		STABILIZER LINK	95.16
		RADIATOR	153.75
		HUB ASSEMBLY	190.99
	WAL-MART COMMUNITY	HEADLIGHTS	17.94

POLICE PROTECTION FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
03-00-0-052	WAL-MART COMMUNITY	HEADLIGHTS	26.91
	TURK'S COLLISION CENTER	REPAIR-BUMPER,FENDER,HEADLAMP	322.60
03-00-0-053	RAGAN COMMUNICATIONS, INC.	BATTERIES	607.29
03-00-0-070	AAA CERTIFIED CONFIDENTIAL	PD CONFIDENTIAL SHREDDING	80.00
	CROWN TROPHY	PICTURE PLAQUE	25.00
	LEXISNEXIS RISK DATA MNGMT	3/20 COMMITMENT	150.00
	TRANS UNION LLC	BACK GROUND CHECK	10.00
	WAL-MART COMMUNITY	SD CARD	7.28
03-00-0-115	AG-LAND FS, INC.	3/20 FUEL	10,771.36
	US BANK/ VOYAGER FLEET SYSTEMS	3/20 GASOLINE - POLICE	9.07
03-00-0-121	THE HOME DEPOT PRO	CREDIT - RETURN	-33.84
		PAPER PRODUCTS, SOAP, CLOROX	127.59
03-00-0-127	TRITECH FORENSICS INC	EVIDENCE BAGS, TAPE	216.95
		EVIDENCE SEALING TAPE	50.94
		DEPARTMENT TOTAL:	28,396.17

APPROVED FOR PAYMENT BY:

FIRE PROTECTION FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
04-00-0-045	CONSTELLATION NEW ENERGY	3/20 GAS - FIRE	1,378.16
	VERIZON WIRELESS	01/10/20-02/9/20 CELL SERVICE	792.92
		02/11/20-03/10/20 CELL SERVICE	302.33
	CALPINE	3/20 POWER - FD	667.07
04-00-0-050	LIBERTY TERMITE & PEST CONTROL	PEST CONTROL - ST4 MAR17	65.00
		PEST CONTROL - ST3 MAR17	34.00
04-00-0-051	STRYKER MEDICAL	CABLES FOR LIFEPAK	2,556.44
04-00-0-052	MACQUEEN EMERGENCY GROUP	COOLANT, PROBE - E3	46.18
	MUTUAL WHEEL COMPANY	FRONT BRAKE CALIPER - E3	1,087.47
		KING PINS - E3	456.59
		BOLT KIT - E3	67.20
	RIVER CITY DESIGN LLC	PRELIMINARY DESIGN - CNTRL	3,000.00
	SHI INTERNATIONAL CORP	LIGHTER ADAPTER, CABLE	227.00
04-00-0-053	RAGAN COMMUNICATIONS, INC.	RADIO ISSUE AT TOWER	150.00
		RADIO, MIC, BATTERY, ANTENNA	184.65
04-00-0-070	EAGLE RECOVERY ASSOCIATES, INC	AMBULANCE COLLECTIONS	281.75
	MES-ILLINOIS	RIP CORD SUSPENDERS	45.00
04-00-0-100	OFFICE DEPOT	PRINTER PAPER	31.48
04-00-0-110	RAY O'HERRON CO., INC.	UNIFORM SHIRTS - SOLLBERGER	294.58
	MES-ILLINOIS	TURNOUT GEAR - SOLLBERGER	2,925.00
04-00-0-115	AG-LAND FS, INC.	3/20 FUEL	5,839.92
	MES-ILLINOIS	SMALL ENGINE FUEL	40.00
04-00-0-121	THE HOME DEPOT PRO	DISINFECTANT - CNTRL	91.92
		DISINFECTANT - CNTRL	151.36
		PAPER TOWELS - ST3	49.10
		BATH TISSUE, LINERS - ST3	191.50
		BATH TISSUE, TOWELS - ST4	274.66
		TOWELS, TOILET PAPER - CNTRL	260.06
		TOWELS, DISINFECTANT - ST4	81.35
		TOWELS, DISINFECTANT - CNTRL	81.35
04-00-0-128	PRAXAIR DISTRIBUTION INC	OXYGEN	598.84
	BOUND TREE CORPORATION	GLOVES, IV SOLUTION	602.36
		GLOVES	74.60
		GAUZE, IV DRESSING, TUBING	240.76
04-00-0-180	AMBULANCE BILL OVERPAYMNT	REFUND OVERPAYMENT	686.86
		REFUND OVERPAYMENT	777.37
		REFUND OVERPAYMENT	740.75
		REFUND OVERPAYMENT	582.76
		DEPARTMENT TOTAL:	25,958.34

APPROVED FOR PAYMENT BY:

SOLID WASTE
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
05-00-0-017	WASTE MANAGEMENT	SOLID WASTE TIPPING	18,728.05
		SOLID WASTE TIPPING	16,141.83
		SOLID WASTE TIPPING	15,725.80
05-00-0-018	WASTE MANAGEMENT	RECYCLING TIPPING FEES	191.87
05-00-0-052	ALTORFER	PLUG KIT, SOCKET	14.82
	EJ EQUIPMENT	SOLENOIDS, CARTRIDGES	360.66
	E P TIRE & VULCANIZING	WHEEL RECAP, FLAT REPAIR	518.40
	RICHS AUTO PARTS & SERVICE INC	AMBULANCE SAFETY TESTS	135.00
05-00-0-115	AG-LAND FS, INC.	3/20 FUEL	2,749.61
		DEPARTMENT TOTAL:	54,566.04

APPROVED FOR PAYMENT BY:

FIRE PENSION FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
08-00-0-010	E P FIREMEN'S PENSION	FINAL DISTRIBUTION FD	167,881.12
		DEPARTMENT TOTAL:	167,881.12

APPROVED FOR PAYMENT BY:

POLICE PENSION FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
09-00-0-010	E P POLICE PENSION	FINAL DISTRIBUTION-PD	188,900.49
		DEPARTMENT TOTAL:	188,900.49

APPROVED FOR PAYMENT BY:

STREET & BRIDGE FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
11-00-0-052	AUTOZONE COMMERCIAL	BRAKE HOSE	21.59
	ALTORFER	CONNECTOR	8.82
	CENTRE STATE INTN'L TRUCKING	BEARING, SEAL	209.14
	EJ EQUIPMENT	FILTERS	193.73
	E P TIRE & VULCANIZING	TIRE	162.50
	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	284.25
	MONROE TRUCK EQUIPMENT	PLOW, BOTTOM ANGLE	472.76
	MFC	HOSE FITTING	108.55
11-00-0-054	LASER ELECTRIC INC	VARIOUS LOCATES	1,380.70
		WASHINGTON & COLE	181.23
		US 24 (MCCLUGGAGE) & COLLEGE	2,120.18
		US 150 & IL 8 (CAMP) & WASH	1,531.24
		IL 116 (MAIN) & 174 EB RAMP	1,504.47
		IL 116 (MAIN) & I74 WB RAMP	1,462.21
		IL 116 & ACCESS RD 7/MARINA	2,064.93
		WASHINGTON & VETERANS	1,771.28
		CAMP/RIVERFRONT DR RAMPS	1,503.51
		US 24 & GRANGE	1,522.39
		IL 116 (MAIN) & ACCESS RD 8	2,088.60
11-00-0-057	LASER ELECTRIC INC	VARIOUS LOCATES	1,171.85
11-00-0-070	BEST DISTRIBUTING INC	NYLON TIES, HEAT SHRINK SPLICE	294.80
	FASTENAL COMPANY	VARIOUS FASTENERS	81.57
	VERIZON WIRELESS	01/10/20-02/9/20 CELL SERVICE	466.04
		02/11/20-03/10/20 CELL SERVICE	86.40
	VITAL SIGNS INC.	VINYL DECALS	26.00
11-00-0-110	JOHN HARRIS	BOOT REIMBURSEMENT	43.99
	SENTRY SAFETY SUPPLY, INC	GLOVES	137.88
11-00-0-115	AG-LAND FS, INC.	3/20 FUEL	2,405.90
	US BANK/ VOYAGER FLEET SYSTEMS	3/20 GASOLINE - STREETS	1,052.30
11-00-0-122	ROGERS GROUP, INC	COMMERCIAL CA-6	217.26
	TAZEWELL COUNTY ASPHALT CO INC	UPM COLDMIX	3,488.40
11-00-0-128	CONTECH ENGINEERED SOLUTIONS	CULVERT PIPE	1,178.00
		DEPARTMENT TOTAL:	29,242.47

APPROVED FOR PAYMENT BY:

STREET LIGHTING FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
16-00-0-046	AMEREN ILLINOIS	2/20 POWER - TRAFFIC LIGHTING	1,273.30
		3/20 POWER - STREET LIGHTING	9,916.21
		3/20 POWER - TRAFFIC LIGHTING	1,273.30
	CALPINE	3/20 POWER - STREET LIGHTING	268.27
		DEPARTMENT TOTAL:	12,731.08

APPROVED FOR PAYMENT BY:

WORKERS COMP & LIAB
INVOICES DUE ON/BEFORE 04/15/2020

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

APPROVED FOR PAYMENT BY:

EASTSIDE CENTRE
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
21-01-0-020	CHRISTENBERRY SYSTEMS & ALARM	ALARM MONITORING	359.88
21-01-0-033	CONSTELLATION NEW ENERGY	3/20 GAS - ESC	851.14
	CALPINE	3/20 POWER - ESC	541.58
21-01-0-036	AMEREN ILLINOIS	3/20 POWER - ESC	19.43
	CALPINE	3/20 POWER - ESC	12.13
21-01-0-118	GORDON FOOD SERVICE, INC.	CONCESSION SUPPLIES	598.59
	THE HOME DEPOT PRO	PAPER PRODUCTS, LINERS, PURELL	398.38
21-02-0-022	AMERICAN SPEEDY PRINTING CENTE	SIGN, VINYL BANNER	582.00
21-02-0-033	CONSTELLATION NEW ENERGY	3/20 GAS - ESC	851.14
	CALPINE	3/20 POWER - ESC	541.57
21-02-0-036	AMEREN ILLINOIS	3/20 POWER - ESC	19.43
	CALPINE	3/20 POWER - ESC	12.14
21-03-0-030	AMEREN ILLINOIS	3/20 POWER - ESC	897.80
	CALPINE	3/20 POWER - ESC	97.77
21-03-0-032	AMEREN ILLINOIS	3/20 POWER - ESC	35.02
21-03-0-034	AMEREN ILLINOIS	3/20 POWER - ESC	228.80
	CALPINE	3/20 POWER - ESC	65.41
21-03-0-035	AMEREN ILLINOIS	3/20 POWER - ESC	203.36
	CALPINE	3/20 POWER - ESC	47.31
21-03-0-036	AMEREN ILLINOIS	3/20 POWER - ESC	19.44
	CALPINE	3/20 POWER - ESC	12.14
21-03-0-051	AUTOZONE COMMERCIAL	CLEANING SUPPLIES	13.47
	BIRKEY'S	TRAP RAKE, SUPER RAKE REPAIRS	1,294.46
		TRAP RAKE, SUPER RAKE MAINT.	970.63
	MARTIN SULLIVAN INC	HOOD	229.96
	MATHIS-KELLEY	RIDER PLATE	20.94
	O'REILLY AUTO PARTS	PLUGS, FILTERS, OIL, LUBRICANT	220.33
	FLIGINGERS	SEAT, KEY	161.49
21-03-0-201	MORTON COMMUNITY BANK	ESC BACKHOE LOAN INTEREST	53.83
21-03-0-231	MORTON COMMUNITY BANK	ESC BACKHOE LOAN PRINCIPAL	1,521.57
		DEPARTMENT TOTAL:	10,881.14

APPROVED FOR PAYMENT BY:

HOTEL-MOTEL TAX
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
23-00-0-044	VERIZON WIRELESS	01/10/20-02/9/20 CELL SERVICE	108.03
23-00-0-070	WETTSTEIN WILDLIFE SERVICES	WILDLIFE REMOVAL	1,910.00
23-00-0-072	ALTORFER	DECK CRANE RENTAL	615.00
23-00-0-073	BESSLER WELDING INC	DUCK FLOAT	297.07
23-00-0-074	AMEREN ILLINOIS	3/20 POWER - FOL	326.87
23-00-0-150	AMEREN ILLINOIS	3/20 POWER - WW	672.37
23-00-0-151	AMEREN ILLINOIS	3/20 POWER - FESTIVAL BUILDING	99.94
	CONSTELLATION NEW ENERGY	3/20 GAS - FESTIVAL BUILDING	768.40
	CALPINE	3/20 POWER - FESTIVAL BUILDING	235.24
23-00-0-153	US BANK/ VOYAGER FLEET SYSTEMS	3/20 GASOLINE - ESC	737.68
	RELIANT AUTO GLASS	WINDSHIELD	435.00
23-00-0-182	MIDWEST ENGINEERING ASSOC	ALTOFER LN RECONSTRUCTION	1,946.23
23-00-0-183	WEBDESIGN / 309 MARKETING	ANNUAL WEBSITE HOSTING	599.00
		DEPARTMENT TOTAL:	8,750.83

APPROVED FOR PAYMENT BY:

CAMP STREET TIF
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
25-00-0-012	MIDWEST ENGINEERING ASSOC	CAMP & RIVER INTERSECTION	24,133.77
25-00-0-014	MILLER HALL & TRIGGS	3/20 CAMP ST LEGAL TIFF	118.20
		DEPARTMENT TOTAL:	24,251.97

APPROVED FOR PAYMENT BY:

W. WASHINGTON ST TIF
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
26-00-0-070	AMALGAMATED BANK OF CHICAGO	BOND SERIES 2016-A	475.00
		BOND SERIES 2016-B	475.00
		DEPARTMENT TOTAL:	950.00

APPROVED FOR PAYMENT BY:

WATER & SEWER
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-014	MILLER HALL & TRIGGS	3/20 LEGAL FEES/RETAINER	19,751.40
50-50-0-020	JULIE INC	ANNUAL FEES	4,055.20
50-50-0-040	CITY OF E P INS ESCROW RESERVE	2020 GROUP INSURANCE	26,220.00
50-50-0-045	AT&T	4/4/20-5/3/20 PHONE SERVICE	1,790.70
	AZAVAR AUDIT SOLUTIONS	TELECOMMUNICATIONS AUDIT	277.16
	AMEREN ILLINOIS	3/20 POWER	169.84
	CONSTELLATION NEW ENERGY	GAS - CITY BUILDINGS	1,526.10
	FONDULAC LIBRARY	2/26/20-3/26/20 CP	152.66
		2/26/20-3/26/20 CH	531.03
		2/26/20-3/26/20 DELIVERY	682.39
		2/26/20-3/26/20 CP	107.26
		2/26/20-3/26/20 CH	268.16
		2/26/20-3/26/20 DELIVERY	685.69
	FRONTIER	3/22/20-4/21/20	125.15
		3/22/20-4/21/20 PHONE SERVICE	125.15
	VERIZON WIRELESS	01/10/20-02/09/20 CELL SERVICE	700.93
		02/11/20-03/10/20 CELL SERVICE	43.19
	CALPINE	3/20 POWER	558.94
50-50-0-047	AMEREN ILLINOIS	3/20 POWER FOR PUMPING	4,488.43
	CONSTELLATION NEW ENERGY	GAS - WATER	1,420.89
		GAS - CITY BUILDINGS	205.65
	CALPINE	3/20 POWER FOR PUMPIINT	9,605.67
50-50-0-049	HEART TECHNOLOGIES,INC	CABLE TERMINATION	91.80
50-50-0-052	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	142.12
50-50-0-070	THE HOME DEPOT PRO	PAPER PRODUCTS, SOAP, LINERS	238.80
50-50-0-071	CORE & MAIN	BANK FEES	251.11
50-50-0-115	AG-LAND FS, INC.	3/20 FUEL	1,374.80
	US BANK/ VOYAGER FLEET SYSTEMS	3/20 GASOLINE - WATER	1,554.48
50-50-0-123	CORE & MAIN	PVC PIPE	188.99
		TAPPING SLEEVE	632.00
50-50-0-124	HAWKINS INC	AZONE 15, LPC-31	2,544.66
		AZONE 15	830.00
	BRENNTAG MID-SOUTH, INC	DRUM RETURN	-1,000.00
		DRUM RETURN	-600.00
		DRUM RETURN	-550.00
		DRUM RETURN	-50.00
		DRUM RETURN	-100.00
		DRUM RETURN	-900.00
		CHLORINE	815.00
		CHLORINE,HYDROFLUOSILICIC ACID	1,253.00
		HYDROFLUOSILICIC ACID	146.00
		POTASSIUM PERMANGANATE	2,305.85
	TAZEWELL COUNTY LANDFILL	BRINE TANK	750.00
		BRINE TANK	250.00
50-50-0-127	COLUMBIA PIPE & SUPPLY CO.	PVC FITTING	76.86
50-50-0-130	CORE & MAIN	HYDRANT REPAIR KIT, OIL	758.21
		GASKETS	317.52

WATER & SEWER
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
50-50-0-180	WATER DEPOSIT REFUNDS	406 ARNOLD RD	37.92
		425 WILLOW	53.44
		109 GARDENA	30.16
		109 GARDENA	43.60
		136 CANTERBURY	53.44
		113 S INGLEWOOD	86.74
		121 TURNRON	41.03
		325 1/2 ARNOLD	53.44
		124 CAROLINE	53.44
		151 N. MAIN - IMOBIL MEDICS	53.44
		113 WOOD CT #2	64.31
	W & S BILL OVERPAYMENT REFUND	310 EDMUND	4.65
		1250 MEADOW	73.00
		129 BARRINGTON	46.56
50-51-0-040	CITY OF E P INS ESCROW RESERVE	2020 GROUP INSURANCE	18,575.00
50-51-0-045	VERIZON WIRELESS	01/10/20-02/09/20 CELL SERVICE	274.32
		02/11/20-03/10/20 CELL SERVICE	86.38
50-51-0-047	AMEREN ILLINOIS	3/20 POWER FOR PUMPING	1,643.50
	CONSTELLATION NEW ENERGY	GAS - SEWER	8,852.06
	CALPINE	3/20 POWER FOR PUMPING	15,187.33
50-51-0-052	E P TIRE & VULCANIZING	FLAT REPAIR	30.00
	VERIZON CONNECT NWF INC	GPS FOR VEHICLES	142.13
50-51-0-080	ARMATURE MOTOR & PUMP CO	REPAIR TWINS PUMP	9,491.83
	MOTION INDUSTRIES, INC.	COUPLING SLEEVES	865.56
50-51-0-086	CRESCENT ELECTRIC SUPPLY	COAX CABLE	211.26
50-51-0-087	TAZEWELL COUNTY LANDFILL	SLUDGE PROCESSING	4,687.36
		SLUDGE PROCESSING	2,167.06
50-51-0-110	GETZ FIRE EQUIPMENT	FIRST AID KIT REFILL	140.95
50-51-0-115	US BANK/ VOYAGER FLEET SYSTEMS	3/20 GASOLINE - SEWER	1,342.07
50-53-0-040	CITY OF E P INS ESCROW RESERVE	2020 GROUP INSURANCE	1,675.00
50-53-0-115	AG-LAND FS, INC.	3/20 FUEL	343.71
50-53-0-127	ALTORFER	SURVEY FLAGS	40.00
		GREEN PAINT	321.12
		WHEEL KITS	405.70
50-55-0-170	CORE & MAIN	FARMDALE WM	10,331.95
50-56-0-160	CONCENTRIC INTEGRATION LLC	WWTP PROGRAM SUPPORT SERVICE	1,160.00
50-56-0-170	BRAD BOULTON	CONSULTING FEES	6,091.25
	FARNSWORTH GROUP	WWTP UPGRADE	83,030.56
	WILLIAMS BROTHERS CONSTRUCTION	WWTP CONSTRUCTION	1,926,331.66
50-57-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	19,581.76
		ERI LOAN INTEREST	1,317.65
		DEPARTMENT TOTAL:	2,199,835.13

APPROVED FOR PAYMENT BY:

RIVERBOAT GAMING TAX FUND
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
80-00-0-257	MORTON COMMUNITY BANK	ERI LOAN PRINCIPAL	21,660.36
		ERI LOAN INTEREST	1,457.52
		DEPARTMENT TOTAL:	23,117.88

APPROVED FOR PAYMENT BY:

PAYROLL HOLDING ACCTS
INVOICES DUE ON/BEFORE 04/15/2020

ACCOUNT #	VENDOR NAME	DESCRIPTION OF PURCHASE	AMOUNT
99-99-9-998	WAGES PAID	04/15/20 GF PAYROLL	508,396.51
		04/15/20 WS PAYROLL	76,458.62
		DEPARTMENT TOTAL:	584,855.13

APPROVED FOR PAYMENT BY:

FINAL TOTALS
INVOICES DUE ON/BEFORE 04/15/2020

GENERAL CORPORATE FUND	382,742.99
EMERGENCY SERV & DISASTER AST	51.25
POLICE PROTECTION FUND	28,396.17
FIRE PROTECTION FUND	25,958.34
SOLID WASTE	54,566.04
FIRE PENSION FUND	167,881.12
POLICE PENSION FUND	188,900.49
STREET & BRIDGE FUND	29,242.47
STREET LIGHTING FUND	12,731.08
WORKERS COMP & LIAB	81,279.63
EASTSIDE CENTRE	10,881.14
HOTEL-MOTEL TAX	8,750.83
CAMP STREET TIF	24,251.97
W. WASHINGTON ST TIF	950.00
WATER & SEWER	2,199,835.13
RIVERBOAT GAMING TAX FUND	23,117.88
PAYROLL HOLDING ACCTS	584,855.13
GRAND TOTAL	3,824,391.66

MEMORANDUM

April 3, 2020

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

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

SUBJECT: Resolution for the City's Group Health Care Plan: Reinsurance Contract for the 2020-2021 Plan Year

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DISCUSSION:

Annually, the City's Insurance and Benefits Committee reviews the City's self-funded Group Health Care Plan and the financial status of the Plan. With the assistance of Consociate (the Third Party Administrator for the Plan) and Leaf Health (Prescription Benefits Manager Consultant), the Insurance Committee undertakes this review process. At this point in time, the Insurance Committee has completed the review of the reinsurance contract and rates for the Plan, which includes a review and analysis of the individual specific deductible level under the reinsurance contract. This process includes seeking and obtaining reinsurance quotes from several reinsurance companies, although some companies do not provide quotes for various reasons, including the large number of retirees on the City's Plan.

The Committee is recommending approval of a reinsurance contract with Reunion Health Services Inc. for the upcoming Plan year. The City's current reinsurance provider, Excess Risk (an Ironshore company), has been acquired by Liberty Mutual Insurance and did not provide a competitive quote. Prior to the buyout of Excess Risk, many principals with Excess Risk left the company and created a new reinsurance carrier under the name of Reunion Health Services. As a result, the folks at Reunion Health Services are familiar with the City's Plan, thereby allowing them to provide a competitive reinsurance proposal for the upcoming 2021 fiscal year.

The Committee is also recommending that the specific deductible remain at $110,000 for the upcoming new plan year, finding this deductible level to be the most cost effective for the City's Plan. The reinsurance rates quoted by Reunion Health Services are an overall 4% increase over current rates for specific and aggregate reinsurance coverages, which were the best rates by a fair amount over other quotes.

RECOMMENDATION:

The Insurance and Benefits Committee, as well as our office, recommends that the Council pass this Resolution regarding the reinsurance contract for the City's Group Health Care Plan.

RESOLUTION NO. 1920-134

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

RESOLUTION REGARDING REINSURANCE CARRIER FOR THE CITY'S GROUP HEALTH INSURANCE PLAN

WHEREAS, the City of East Peoria maintains a self-insured group health care plan ("Plan") for the benefit of its employees, and the City's Insurance and Benefits Committee oversees the Plan; and

WHEREAS, in order to secure the financial viability of the Plan, the City obtains reinsurance (stop loss) coverage for the Plan which covers large and catastrophic claims made against the Plan by persons covered under the Plan or catastrophic charges made against the Plan by the group of covered persons as a whole; and

WHEREAS, the City's Insurance and Benefits Committee has recently completed their annual review of quotes for renewal of this reinsurance coverage from several insurance companies in an effort to obtain the best coverage at the lowest cost to the City and its employees; and

WHEREAS, the City's Insurance and Benefits Committee has also recently reviewed the appropriate and most cost-effective level of deductible for the individual specific reinsurance coverage that is obtained as part of the City's reinsurance coverage for the Plan, and has determined that it is in the best interests of the City and the Plan to maintain the specific deductible for each covered individual at $110,000 per year; and

WHEREAS, the Insurance Committee has reviewed the quotes for reinsurance coverage for the Plan for the upcoming 2021 fiscal year, and recommends that the City contract again with Reunion Health Services Inc., which has provided a quote for the 2021 fiscal year that consists of a small increase in individual specific rates over the rates for the current 2019-2020 fiscal year, which are the best and lowest responsible rates for reinsurance coverage for the Plan for the 2021 fiscal year, based upon the quotes for individual specific monthly premium rates for single coverage at $77.58 per employee, for employee plus children coverage at $137.17 per employee, for employee plus spouse coverage at $152.07 per employee, and family coverage at $207.93 per employee, and for aggregate monthly premium rates at $7.86 per employee (no change), as set forth in the attached rate proposal as "Option 1" in Exhibit A, attached hereto and incorporated herein by reference (the "Proposal");

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

Section 1. The City adopts the recommendation made by the Insurance Committee to obtain reinsurance coverage for the City's Group Health Care Plan from Reunion Health Services Inc. for the 2021 fiscal year at the rates set forth in Option 1 of the Proposal, while maintaining the individual specific deductible at $110,000 per year. Further, this Resolution ratifies any prior action taken by City officials to lock in these quoted rates with Reunion Health Services Inc. for the 2021 fiscal year.

Section 2. The Mayor, or his designee, is hereby authorized to take the necessary action to execute and implement an agreement for the reinsurance coverage with Reunion Health Services Inc. as set forth in the Proposal (Exhibit A) for the 2021 fiscal year that begins May 1, 2020.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

Reinsurance Rate Proposal Reunion Health Services Inc.
2021 Plan Year (commencing May 1, 2020)

City of East Peoria - Effective: 05/01/2020

Stop Loss Terms	Current	Option 1
Market	Ironshore, Inc. a Liberty Mutual Company	Reunion Health Services, Inc.
Network	First Choice Methodist/PHCS	First Choice Methodist/PHCS
Months in Contract	12	12
Specific		
Deductible	$110,000	$110,000
Family Deductible	No	No
Aggregating Specific	$100,000	$100,000
Maximum Coverage Limit	Unlimited	Unlimited
Contract	24/12	24/12
Coverages	Med, Rx	Med, Rx
Run-In / Run-Out Limit		
Terminal Liability Provision	No	No
IRO Extended Liability	No	No
Renewal Rate Cap (No New Laser)	Yes, 50.00%	Yes, 50.00%
Gap Less Renewal	No	No
Plan Mirroring Coordination	No	No
Advance Funding	Yes	Yes
Aggregate		
Annual Maximum	$1,000,000	$1,000,000
Deductible Corridor	125%	125%
Contract	24/12	24/12
Coverages	Med, Rx, Den, Vis	Med, Rx, Den, Vis
Run-In / Run-Out Limit		

Stop Loss Premium (Fixed)						
Specific	Employee	85	$	72.69	$	77.58
	Emp+Spouse	78	$	138.11	$	152.07
	Emp+Child	23	$	123.57	$	137.17
	Family	84	$	218.07	$	207.93
Annual Specific Premium			$	457,334.64	$	468,921.48
Aggregate	Composite	270	$	5.47	$	7.86
Total Annual Premium			**$**	**475,057.44**	**$**	**494,387.88**
% Increase						**4.07%**

MEMORANDUM

April 3, 2020

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

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

SUBJECT: Resolution Approving Physician-Hospital Network Contract for the City's Group Health Insurance Plan

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DISCUSSION:

The physician and hospital network organization contract ("PHO") for the City's self-funded Group Health Care Plan ("Plan") will expire at the end of the current fiscal year on April 30, 2020. The PHO contract covers nearly all medical benefits and services provided to participants under the Plan, and thus is a critical component of the Plan. With assistance from Consociate, the City's Third Party Administrator for the Plan, the City's Insurance & Benefits Committee (the "Committee") has reviewed options for a new PHO contract, as well as potential ways to save costs associated with these medical benefits and services provided under the Plan.

After completing this review, the Committee is again recommending a new three-year contract with the UnityPoint Health Plus ("Health Plus, Inc.") and its network of hospitals and physicians, which includes UnityPoint Methodist, Proctor, and Pekin Hospitals. The UnityPoint Health Plus network continues to provide excellent medical services in the tri-county area, and is the best network of hospitals and physicians from a value and cost perspective as well. The Committee has made this determination by reviewing the financial aspects of the proposal from UnityPoint Health Plus, along with related financial data for the other available networks. The Committee also interviewed representatives from UnityPoint Health Plus to ensure that UnityPoint Health Plus remains poised to address the ever-changing health care market, while continuing to provide excellent medical services. Further, the City and the UnityPoint Health Plus network have partnered for several years to work toward keeping the City's Health Plan financially viable, while still providing excellent services and benefits for all City employees and retirees. Thus, the Committee has determined that the UnityPoint Health Plus network remains the best contract option for the Plan, City employees and retirees, and the City.

RECOMMENDATION:

The Insurance & Benefits Committee, as well as our office, recommends that the Council pass this Resolution.

RESOLUTION NO. 1920-135

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

RESOLUTION REGARDING
PREFERRED PHYSICIAN AND HOSPITAL NETWORK
FOR THE CITY'S GROUP HEALTH INSURANCE PLAN

WHEREAS, the City of East Peoria maintains a self-insured group health care plan ("Plan") for the benefit of its employees and retirees, and the City's Insurance and Benefits Committee oversees the Plan; and

WHEREAS, on behalf of the Plan, the City maintains an exclusive preferred provider network with a local area physician and hospital network for providing medical services and related services to persons covered under the Plan on a discounted cost basis; and

WHEREAS, as part of the contract renewal process related to the Plan, the Insurance and Benefits Committee has reviewed the proposal from the City's current physician and hospital network, UnityPoint Health Plus (Health Plus, Inc.), for providing these medical services and related services to persons covered under the Plan as the exclusive preferred provider; and

WHEREAS, after reviewing the proposal from UnityPoint Health Plus and undertaking due diligence to review the proposal, including conducting an interview with representatives from UnityPoint Health Plus, the Insurance and Benefits Committee recommends continuing the City's current relationship with the UnityPoint Health Plus network, which includes the UnityPoint Health Methodist, Proctor, and Pekin Hospitals, for providing these medical services; and

WHEREAS, the Insurance and Benefits Committee further recommends that the City enter into a three-year contract with UnityPoint Health Plus, attached as "Exhibit 1", as the exclusive preferred provider network for medical services and related services for persons covered under the City's Plan;

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

Section 1. The City adopts the recommendation made by the Insurance and Benefits Committee, as set forth above, and hereby approves the Physician Hospital Organization Agreement with Health Plus, Inc., doing business as UnityPoint Health Plus, attached as "Exhibit 1", which will be effective from May 1, 2020, through April 30, 2023.

<u>Section 2</u>. The Mayor, or his designee, is hereby authorized and directed to execute the Physician Hospital Organization Agreement with Health Plus, Inc., doing business as UnityPoint Health Plus, attached as “Exhibit 1”, together with such changes therein as the Mayor in his discretion may deem appropriate; provided, however that such agreement shall not be binding upon the City until an executed original thereof has been delivered to Health Plus, Inc. Furthermore, the Mayor shall be authorized to execute any agreement or documentation that is ancillary to fulfilling the terms and intent of the attached Agreement with Health Plus, Inc., doing business as UnityPoint Health Plus.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

UNITYPOINT HEALTH PLUS

PHYSICIAN HOSPITAL ORGANIZATION AGREEMENT

For

City of East Peoria

UnityPoint Health Plus
221 N.E. Glen Oak Avenue
Peoria, Illinois 61636
Telephone Number: (309) 671-8231

PHYSICIAN HOSPITAL ORGANIZATION AGREEMENT

THIS AGREEMENT, ("Agreement") is entered into as of the 1st day of May, 2020 by and between Health Plus Inc., d/b/a UnityPoint Health Plus an Illinois corporation ("HP") and City of East Peoria ("Organization").

RECITALS

WHEREAS, Organization has established a self-insured employee health benefit plan ("Benefit Plan"), which includes incentives for Members to use the services of HP Participating Providers; and

WHEREAS, Organization desires to designate HP Network Providers as a Participating Providers with respect to Organization's Benefit Plan;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable considerations, HP and Organization agree as follows:

1. DEFINITIONS

1.1 "Benefit Plan" means the plan of employee health care benefits established and maintained by Organization that describes eligibility to participate, funding, covered services, benefits, and the terms and conditions on which benefits will be paid to or on behalf of eligible Members, and that provides financial incentives for Members to use the services of Participating Providers. Any plan providing for workers compensation benefits, automobile liability and disability plans shall not be considered to be a Benefit Plan hereunder.

1.2 "Billed Charges" means Participating Provider's usual and customary charges.

1.3 "Clean Claim" means a properly completed paper or electronic billing instrument submitted by Participating Provider containing all reasonably necessary information that does not involve coordination of benefits for third-party liability, pre-existing condition investigations, or subrogation, and that does not involve the existence of particular circumstances requiring special treatment that prevents a prompt payment from being made.

1.4 "Copayment, Coinsurance and Deductible" mean charges, as determined under a Member's Benefit Plan, for which the Member is financially responsible and which should be collected directly by a Participating Provider from a Member.

1.5 "Covered Hospital Services" means those health care services that Participating Provider is equipped, staffed, and licensed to provide and which Participating Provider usually and customarily furnishes to persons admitted as inpatients or outpatients of Participating Provider, or persons who present in the emergency room of Participating Provider. In addition, to the extent set forth in Attachment A, Hospital Services shall include home care services, hospice services and home infusion services provided through those companies listed in Attachment A or in the provider directory.

1.6 "Covered Services" means those health care services for which benefits are payable to or on behalf of Members under the terms of the Health Benefit Plan.

1.7 "Discounted Charges" means the rates set forth in Attachment A.

1.8 "Member" means any person who is eligible for benefits for Covered Services under the terms and conditions of the Benefit Plan.

1.9 "Participating Provider" means a health professional or entity or institutional health provider that has entered into a written agreement with HP to provide certain health services to Members.

1.10 "Utilization Review" means the function performed by Organization or an entity designated by Organization, to review and determine whether health services provided, or to be provided, are Covered Services under the terms of the Benefit Plan.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall become effective on May 1st, 2020 and shall continue in effect for three (3) years thereafter through April 30th, 2023.

2.2 Termination With Cause. Except as provided in Section 5.8 below, either Party may terminate this Agreement for cause upon the material breach of the Agreement by the other party, provided that the terminating party first gives the breaching party written notice of such termination specifically identifying the alleged material breach and the breaching party fails to cure or substantially cure the material breach within thirty (30) days of receiving said notice.

2.3 Rights Upon Termination. Upon termination of this Agreement, Participating Provider shall continue to provide Covered Services to Members then inpatients of Participating facility and entitled to services pursuant to the Benefit Plan until such Members are discharged or transferred consistent with sound medical practice. Organization shall pay Participating Provider in accordance with Attachment A of this Agreement for services rendered by Participating Provider to such Members for a maximum of thirty (30) days following the termination; thereafter, Organization shall pay Participating Provider's Billed Charges. Further, Organization and Participating Provider shall continue to fulfill their obligations under this Agreement with respect to (i) payments due to Participating Provider, (ii) records maintenance requirements and (iii) insurance requirements.

3. HP RESPONSIBILITIES

3.1 Authority and Contracting. HP utilizes the "messenger model" for all healthcare contracting activities involving Participating Providers. The Participating Providers are identified to Organization as those Providers who have agreed to participate in this

Agreement. HP shall enter into agreements with appropriately qualified health care providers to deliver Covered Services to Members.

3.2 Credentialing and Quality Assurance. Participating Providers have met and shall, as a condition of continuing participation in the HP network, continue to meet its credentialing standards.

3.3 Accreditation and Participation in HP. Participating Providers have and shall, as a condition of continuing participation in the HP network, continue to maintain all licenses and regulatory approvals needed to lawfully carry out its performance of this Agreement, including accreditation by The Joint Commission. Evidence of licenses and/or accreditation will be provided to Organization upon request.

3.4 Notification of HP Change. HP will exercise their best effort to notify Organization upon the occurrence of the following events:

(a) There is a change in the ownership of HP,
(b) There is a change in HP or Participating Provider's business address,
(c) There are additions or deletions to HP panel of providers; or
(d) Any situation arises which could reasonably be expected to affect HP or Participating Provider's ability to carry out their obligations under this Agreement.

3.5 Directory of Participating Providers. HP shall make a Provider Directory available online and update regularly. HP may provide copies of the Provider Directory to the Organization upon request. HP represents that it has authority to include the names, addresses, office telephone numbers, descriptions of services rendered and other information regarding Participating Providers.

3.6 Status of HP. HP is not engaged in the delivery or performance of healthcare services, and HP has no authority to control or direct the manner or method by which a Participating Provider furnishes healthcare services to Members. HP is not financially responsible or obligated to pay or in any manner reimburse the Participating Provider.

3.7 Claim Audits. In those instances where an audit of a claim is requested, or where a claim is disputed by Organization, Organization shall be entitled to audit the books and records of Participating Provider for the claim involved. Such audit shall be conducted according to the audit policy of the Participating Provider.

4. PROVISION OF SERVICES

4.1 Necessary Services. Participating Provider will provide Covered Services to Members. New services developed by UnityPoint Health Participating Hospitals during the term of this agreement are not subject to the discounts contained herein and will be negotiated individually.

4.2 Nondiscrimination. Participating Provider will accept Members as patients on the same basis and with equal priority as it accepts patients who are covered under other health

plans. Participating Provider shall furnish Covered Services to Members, as prescribed by the Benefit Plan, in the same manner and with equal priority as Participating Provider's other patients, without regard to the Member's age, sex, race, religion, physical or mental condition, or source of payment.

4.3 Medical Records. Participating Provider will establish and maintain Member medical records in accordance with generally accepted standards. Subject to federal, state, and local law governing the use and disclosure of patient medical records and information, Participating Provider agrees to allow Organization or its designee reasonable access to Members' medical records and other medical information maintained by Participating Provider for inspection and duplication, at Organization's expense, to the extent reasonably necessary for Participating Provider to obtain payment for Covered Services pursuant to this Agreement. Organization shall indemnify, defend and hold harmless Participating Provider for any liability arising from Organization's misuse or improper disclosure of Members' medical records and medical information obtained from Participating Provider.

4.4 Insurance. Participating Provider and UnityPoint Health Plus will obtain and maintain, in full force and effect, professional medical liability insurance in the minimum amounts of $1,000,000 per occurrence and $3,000,000 in the aggregate.

5. ORGANIZATION RESPONSIBILITIES

5.1 Incentives. Organization represents and warrants that the Benefit Plan offers Members significant financial incentives (i.e. a benefit differential of at least 20%) to utilize Participating Provider as a preferred provider. Organization shall actively inform Members that Participating Provider is a preferred provider under the Benefit Plan and of the advantages to selecting Participating Providers when Covered Services are needed.

5.2 Benefit Plan Changes. Organization agrees to notify HP at least thirty (30) days in advance of any change to the Benefit Plan which affects Covered Services, copayment and/or deductible provisions, or any other change which might affect the scope of Covered Services and benefits therefor.

5.3 Identification Cards. Organization shall furnish Members with identification cards that clearly identify coverage by Organization and participation in the HP network.

5.4 Eligibility Verification. Organization shall arrange that telephone or online benefit verification and precertification be available to Participating Provider during normal business hours to confirm Members' enrollment, eligibility and coverage of benefits. If Organization is unable to provide verification of coverage, the claim shall be paid at billed charges without application of any contractual discount.

5.5 Liability Insurance. Organization will maintain general liability insurance in an amount sufficient to protect Organization, its directors, officers and employees from any liability which may result directly or indirectly from the performance by Organization and its employees of the obligations of Organization under this Agreement. Upon request of Participating Provider, Organization shall provide evidence of such coverage.

5.6 Confidentiality of Rates. The compensation that is payable to Participating Provider pursuant to the terms of this Agreement will not be disclosed by Organization, except to the extent required by applicable law or as may be necessary to administer this Agreement. Organization understands that it is specifically prohibited from leasing or selling the Discounted Charges to, or otherwise allowing the Discounted Charges to be used by, any entity that is not a party to this Agreement.

5.7 Utilization Review. Participating Provider will cooperate with the Utilization Review Program of Organization during the term of this Agreement. However, if a Member is unable to produce an employer ID card or Organization is unable to provide verification of coverage, Participating Provider will not be subject to any reimbursement reduction that may result from the Organization Utilization Review requirements. Any denial of hospitalization shall occur prior or concurrent to admission. All appeals of a denial shall be reviewed, and determination made no later than 30 days from date of appeal or denial is forfeited.

5.8 Exclusivity. During the term of this agreement, Organization agrees that it will not enter into a Provider Agreement with another hospital or ambulatory surgery center not affiliated with Methodist Medical Center of Illinois, Proctor Hospital, or Pekin Hospital without the express written consent of HP. This will include but not be limited to Peoria Day Surgery Center, Great Plains Orthopaedics, Soderstrom Skin Institute and OSF Center for Health. If HP determines that an agreement has been entered into with another hospital or ambulatory surgery center, the rates contained on Attachment A will immediately cease to apply to reimbursements. For claim purposes, HP will notify Organization of the effective date of rate termination.

6. BILLING, COMPENSATION AND COORDINATION OF BENEFITS

6.1 Billing. HP shall require Participating Providers to submit claims to the Organization, on a CMS Form UB04 or 1500, or electronic transmission, as applicable.

6.2 Compensation. Participating Provider shall be compensated by Organization at the Discounted Charges (net of any applicable deductible, coinsurance or copayment to be paid by the Member) set forth in Attachment A when the Organization is primary, for all Covered Services billed as provided for in section 6.1.

6.3 Payment. Organization shall pay the Discounted Charges (net of any applicable Copayment, Coinsurance and Deductible to be paid by the Member) for all Covered Services rendered to Members within thirty (30) days following receipt of a Clean Claim. Each payment shall be accompanied by an explanation of benefits (EOB) showing the Organization name, Billed Charges, the applicable Discounted Charges, and any Copayment, Coinsurance and Deductible amounts owed by the Member. All Clean Claims that are not paid within thirty (30) days of submission to Organization shall be paid at Billed Charges without application of any contractual discount.

6.4 Emergency Services. Participating Provider shall be paid in full pursuant to this Agreement for emergency medical screenings and related treatment mandated by the Emergency Medical Treatment and Active Labor Act (EMTALA) to determine the

absence or presence of an emergency medical condition and the care required for stabilization of the emergency medical condition. Participating Provider shall not be required to obtain preauthorization for any such services performed pursuant to EMTALA. After stabilization or determination of the absence of an emergency medical condition, Participating Provider will contact Organization to seek authorization for additional care. If Organization does not return the call within 30 minutes, Participating Provider is deemed to have been authorized to provide additional care required to treat the Member. Notwithstanding any other provision in this Agreement, Organization shall not deny payment for services provided by Participating Provider to Members in accordance with EMTALA.

6.5 Coordination of Benefits. Upon request, Participating Provider will give assistance to Organization for purposes of coordinating benefits with primary carriers. If Organization is the secondary carrier, Organization shall pay Participating Provider for Covered Services that were not paid by the primary carrier. Payment by Organization to Participating Provider will not exceed 100% of the Billed Charges.

6.6 Non-Covered Services. Subject to the exceptions provided for in Section 6.2, Participating Provider agrees to accept the Discounted Charges as full compensation for Covered Services provided hereunder. Participating Provider shall only bill and collect from Members for Covered Services the applicable deductibles, coinsurance and/or copayments under the Benefit Plan. Participating Provider may seek payment from the Member, or persons acting on his or her behalf, in the amount of Participating Provider's Billed Charges, in the event that Organization fails to make payment for Covered Services pursuant to Section 6.2. Participating Provider may bill Participating Provider's Billed Charges for Services that are determined to be Non-Covered Services.

6.7 Underpayments and Overpayments. Participating Provider agrees to refund to Organization and/or Member any amounts overpaid or paid in error, and Organization agrees to promptly pay any underpayments to Participating Provider. Organization shall notify Participating Provider of any alleged overpayment, and shall not offset any such amounts against amounts owed to Participating Provider unless agreed by Participating Provider. No request for refund of overpayment will be accepted if the Payor does not notify Participating Provider of the overpayment within three hundred sixty-five (365) day of the date of the initial payment.

6.8 Claims Administration. Organization shall administer Benefit Plan claims in accordance with U.S Department of Labor regulations governing claims procedures for group health plans, to the extent applicable to the Benefit Plan. If a Third Party Administrator (TPA) is used for claims administration, the TPA shall be licensed by the State of Illinois as a TPA and will produce a copy of the license upon request of HP. Company agrees to allow a copy of this signed Agreement to be sent the designated TPA for loading of rates and correct claims processing.

7. DISPUTE RESOLUTION

If a dispute develops, the parties will attempt to resolve the dispute. If the dispute cannot be settled by the mutual cooperation of the parties, either party may, with thirty (30) day prior

written notice to the other party of its intent, refer the dispute to an independent arbitration organization. Except as provided herein, any dispute, controversy, or claim arising out of this Agreement including, but not limited to the payment or non-payment of a claim, the eligibility of a Member, the determination of Covered Hospital Services, or the determination of medically necessary procedures, shall be settled by arbitration in accordance with this Section. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration shall be Peoria, Illinois. The arbitrators shall decide legal issues pertaining to the dispute, controversy, or claim pursuant to the laws of the State of Illinois. Subject to the control of the arbitrators, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the State of Illinois Rules of Civil Procedure. The parties agree that this Agreement involves interstate commerce and is therefore enforceable pursuant to Title 9, United States Code. The arbitrators shall have no authority to award any punitive or exemplary damages, to vary or to ignore the terms of this Agreement.

8. GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement together with all Attachments which are attached hereto and made a part hereof, constitute the entire understanding of the parties to this Agreement, and supersede all prior proposals, representations, communications, negotiations, and agreements between the parties whether oral or written.

8.2 Governing Law. This Agreement shall be governed by, interpreted in accordance with and the rights of the Parties shall be determined by the laws of the State of Illinois, without regard to its conflict of law principles.

8.3 Venue. The Parties have executed and delivered this Agreement in Peoria, Illinois, and stipulate that if either Party files litigation to construe, interpret, or enforce this Agreement, Peoria County, Illinois is the proper and appropriate venue for such litigation.

8.4 Counterparts. This Agreement may be executed in counterparts, and each executed counterpart will be deemed to be an original version of this Agreement.

8.5 Attorney's Fees and Expenses. If any arbitration or any other judicial proceeding is necessary to enforce or interpret the terms of this Agreement, each party shall be responsible for its own costs and expenses, including but not limited to attorney's fees. Each party shall be responsible for an equal share of the mediators', arbitrators', and/or administrative fees of mediation and/or arbitration associated with such an action.

8.6 Waiver of Breach. The failure of Organization or HP to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

8.7 Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by

virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

8.8 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successor and permitted assignees.

8.9 Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.10 Independent Contractors. Each party to this Agreement is acting independently of the other party, and none of the provisions of this Agreement may be construed as indicating that either party is acting as the agent or employee of the other party.

8.11 No Third Party Beneficiaries. The parties to this Agreement are HP and Organization. No other person may claim or assert any rights under or by virtue of this Agreement. This Agreement is not intended to, and does not, create any rights in any person, including a Member, who is not a signatory to this Agreement.

8.12 Use of Name. Neither Organization nor HP may use the other party's name, trademark, service mark, or symbol without prior written consent of the other party.

8.13 Assignment. This Agreement or any of its provisions shall not be assigned, delegated, or transferred by either party without the prior written consent of the other, provided that HP may assign, delegate, or transfer this Agreement upon notice to another corporation or entity affiliated with HP if (i) said corporation has the requisite power and authority to perform the obligations of HP set forth herein, and (ii) such assignment, delegation, or transfer will not materially affect services to Members.

8.14 Amendment. No amendment to this Agreement shall be valid unless it is in writing and signed by the parties.

8.15 Authority. Each party signing this Agreement represents that that party has properly authorized such execution. The execution and performance of this Agreement by each party has been authorized in compliance with all applicable laws and regulations, and this Agreement constitutes the valid and enforceable obligation of the parties.

8.16 Notices. Any notices or other communications required under the provisions of this Agreement shall be in writing and delivered in any one of the following ways, and shall be deemed to have been received (a) on the date delivered if delivered by hand, (b) the next following business day after being sent if sent by a nationally recognized professional overnight courier, or (c) three (3) business days after mailing, postage prepaid, by certified mail, return receipt requested, to the party entitled to notice at the addresses set forth on the signature page, or such other addresses as may be directed by notice given hereafter.

8.17 Quarterly Reports. Organization agrees to provide quarterly reports to HP which identify specific utilization data by services, including but not limited to, the number of Members,

hospital admissions and provider visits and other reports mutually agreed to by the parties.

8.18 Unforeseen Circumstances. In the event Participating Provider does not have proper facilities to treat Members or in the event of circumstances beyond its reasonable control such as major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel, or significant labor disputes, Participating Provider shall provide Covered Services to Members to the extent possible according to its best judgment or limitations of such facilities and personnel as are then available, but neither Participating Provider or any of its agents, directors or officers shall have any liability or obligation for delay or failure to provide or arrange for such services.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as written below.

HEALTH PLUS, INC., d/b/a
UNITYPOINT HEALTH PLUS
221 N. E. Glen Oak Ave
Peoria, IL 61636

By: _____

Title: _____

Date: _____

CITY OF EAST PEORIA
401 W. Washington St.
East Peoria, IL 61611

By: _____

Title: _____

Date: _____

ATTACHMENT A

Hospital Based Physicians

****These medical groups are independent physician providers not employed by UnityPoint.*

Group Name	Fee Schedule
***Emergency Physician Services	20% discount off billed charges
***Radiology Physician Services	300% of current year RBVS
***Peoria Tazewell Pathology Group	25% discount off billed charges
Anesthesiologists	25% discount off billed charges
UnityPoint Hospitalists	150% of current year RBRVS

Contract Notes:

- Discounted rates listed above include Methodist, Proctor, Pekin based ambulatory outpatient surgery only. Any other freestanding ambulatory surgical center not affiliated with Methodist Medical Center, Proctor Hospital, & Pekin Hospital in Peoria, Tazewell and Woodford counties without consent of UnityPoint Health Plus are considered out of network or non-PPO. This will include but not limited to Peoria Day Surgery, Great Plains Orthopaedics, Soderstrom Skin Institute and OSF Center for Health.
- New services developed by UnityPoint Health Plus during the term of the contract are not subject to the above discounts. Rates for new services will be negotiated separately.
- Inpatient and outpatient Hospital services are subject to periodic increases.

Additional Hospital Discounts Included

Abraham Lincoln Memorial Hospital	15% discount
Lincoln, Illinois	
Advocate BroMenn Medical Center	30% discount
Advocate BroMenn Physicians	20% discount
Bloomington/Normal, Illinois	
Carle Foundation Hospital	10% discount
Carle Foundation Physician Services	10% discount
Urbana, Illinois	
Decatur Memorial	10% discount
Decatur, Illinois	
Advocate Eureka Hospital	20% discount
Eureka, Illinois	
Galesburg Cottage Hospital	20% discount
Knoxcare Alliance Physicians	20% discount
Galesburg, Illinois	
Graham Hospital	25% discount
Graham Medical Group	150%/175% of current year RBRV
Canton, Illinois	
Mason District Hospital	10% discount
Havana, Illinois	
Memorial Medical Center	20% discount
Springfield, Illinois	
Hopedale Medical Foundation	20% discount
Hopedale Health Network	20% discount
Hopedale, Illinois	
St. John's Hospital	20% discount
Springfield, Illinois	
St. Vincent Memorial Hospital	15% discount
Taylorville, Illinois	
Ann & Robert H Luri Children's Hospital	30% discount
Chicago, Illinois	

ATTACHMENT A

Ancillary Services Discounts

Home Health Services (UnityPoint Home Health)

Home Health Services Available at a 15% discount off charges include:

Skilled Nursing	Physical Therapy
Psychiatric Nursing	Occupational Therapy
Social Work	Speech Therapy
Home Health Aid	

-Available 24 hours a day, 7 days a week, including a second shift staff.
-Price includes travel time portal to portal, direct patient contact time and documentation time.
-Any portion of time over a two-hour minimum, but less than four hours, will be charged as two visits.
-Non-routine supplies subject to a 15% discount off charges.
-Serving clients in Peoria, Woodford, Tazewell, Fulton, Knox, Stark, Putnam, Mason, & Marshall counties.
-Occupational Therapy includes the services of an OT and OTA supervised by the OT.
-Physical Therapy includes the services of a PT and a PTA supervised by the PT.

Hospice Services (UnityPoint Hospice)

Hospice Services available at a 15% discount off the Routine Care Rate

Routine Care rate includes all of the following disciplines:

Registered Nurse
Social Worker
Pastoral Care
Home Care Aide
Home Medical Equipment
Oral Medications specific to pain control

Other Hospice services available at the 15% discount:

Continuous Care
Respite Care
General Inpatient Care

Illinois Institute of Addiction Recovery

Inpatient & Outpatient Services provided at:

Illinois Institute for Addiction Recovery at Proctor Hospital

	Rate	Rev Codes	DRG
Adult & Adolescent	50% discount	116, 118, 126, 128, 913, 900	894-897

ATTACHMENT A

Methodist Medical Center of Illinois, Proctor Hospital, Pekin Hospital

General Information

Hospital facilities	Address, General Phone & Fax	Claims Address and payment office	Provider Tax ID Number
Methodist Medical Center of Illinois	221 NE Glen Oak Ave Peoria, IL 61636 (309) 672-4848	MMCI Business Office PO Box 26708 Salt Lake City, UT 84126	
Methodist Medical Center of Illinois, Home Health	120 NE Glen Oak Ave Ste 200 Peoria, IL 61603 309-671-8247 Fax (309) 671-2743	MMCI Home Health 6220 Reliable Parkway Chicago, IL 60686	
Methodist Medical Center of Illinois, Hospice Services	120 NE Glen Oak Ave Ste 200 Peoria, IL 61603 309-672-5746 Fax: (309) 671-2168	MMCI Hospice 6220 Reliable Parkway Chicago, IL 60686	
Proctor Hospital	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1000	Proctor Hospital PO Box 26708 Salt Lake City, UT 84126	
Proctor Hospital Skilled Nursing	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1093 Fax: (309) 689-6064	Proctor Hospital PO Box 26708 Salt Lake City, UT 84126	
Illinois Institute for Addiction Addiction Recovery Treatment	5409 N. Knoxville Ave Peoria, IL 61614 (309) 691-1055 Fax: (309) 689-6064	Proctor Hospital PO Box 26708 Salt Lake City, UT 84126	
Pekin Hospital	600 S. 13th Street Pekin, IL 61554 (309) 347-1151	Pekin Hospital PO Box 26708 Salt Lake City, UT 84126	

MEMORANDUM

April 3, 2020

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

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

SUBJECT: Resolution Approving Prescription Benefit Manager Contract for the City's Group Health Insurance Plan

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DISCUSSION: The service contract for the Prescription Benefit Manager for the City's self-funded Group Health Care Plan ("Plan") will expire at the end of the current fiscal year on April 30, 2020. The review and negotiation process has been completed with assistance from Consociate, the City's Third Party Administrator for the Plan, and Leaf Health, the Prescription Benefit Manager Consultant for the Plan. During this review process, the City's Insurance & Benefits Committee (the "Committee") has reviewed several options for receiving these required services and potential ways to save costs associated with the prescription drug benefits provided under the Plan.

Consociate, in consultation with Leaf Health, has developed a "master service agreement" arrangement with MedTrak Services LLC, the current Prescription Benefit Manager for the Plan. Under this master service agreement arrangement, Consociate is able to pool several employers' health plans, as a means to achieve larger savings in the prescription drug and Prescription Benefit Manager market. As provided in this master service agreement arrangement, each employer enters into a separate "client agreement" that is tied to and incorporates the master service agreement.

By entering into a master service agreement with MedTrak Services, the Plan and the City will save approximately 8% in prescription drug costs for the upcoming 2021 fiscal year. Additionally, MedTrak Services has provided the City with excellent customer service for many years and provides ongoing efforts to address cost increases in the prescription drug market. Accordingly, the Committee has recommended the approval of this master service agreement and client agreement arrangement with MedTrak Services for the upcoming 2021 Plan year.

Furthermore, due to the current health care and prescription drug environment and the continually evolving and changing landscape with various prescription drugs, including high-cost specialty drugs, the Committee is again recommending that the term of this new contract with MedTrak Services be for just one year with an optional one-year renewal term. By doing so, the Committee and the City will be in a position to capture potential cost savings on a year-to-year basis.

RECOMMENDATION: The Insurance & Benefits Committee, as well as our office, recommends that the Council pass this Resolution.

RESOLUTION NO. 1920-137

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

RESOLUTION REGARDING THE
PRESCRIPTION DRUG BENEFIT MANAGER
FOR THE CITY'S GROUP HEALTH INSURANCE PLAN

WHEREAS, the City of East Peoria maintains a self-insured group health care plan ("Plan") for the benefit of its employees and retirees, and the City's Insurance and Benefits Committee oversees the Plan; and

WHEREAS, as part of the contract renewal process related to the Plan, the Insurance and Benefits Committee reviewed the service received from MedTrak Services LLC as the Plan's pharmacy benefit manager for providing the prescription drug and related benefits under the Plan, determining that the service from MedTrak Services has been excellent and that MedTrak Services continue to assist the Plan with implementation of cost saving measures from time to time; and

WHEREAS, in an effort to address the increasing costs of prescription drugs to the Plan, the Insurance and Benefits Committee has reviewed options for receiving pharmacy benefit manager services for the Plan with the assistance of Consociate, Inc. (the Third Party Administrator for the Plan) and Leaf Health (Prescription Benefits Manager Consultant); and

WHEREAS, as a means to increase the bargaining power of several employers' health plans, Consociate and Leaf Health have negotiated a "master service agreement" with MedTrak under which each employer enters into a separate "client agreement" that incorporates the provisions and group pricing terms under the master service agreement; and

WHEREAS, the Insurance and Benefits Committee has determined that an approximate 8% savings will be achieved for prescription benefits provided under the Plan by entering into the master service agreement and client agreement arrangement with MedTrak, Consociate, and Leaf Health; and

WHEREAS, the Insurance and Benefits Committee has again determined that it remains necessary and in the Plan's and the City's best interest to utilize a shorter term contract for pharmacy benefit manager services due to the constantly and rapidly evolving

health care and prescription drug environment in large part due to a continually changing landscape and high cost of specialty drugs; and

WHEREAS, based on the strong track record of service provided by MedTrak Services, the City's Insurance and Benefits Committee unanimously recommends that the City enter into a new one-year contract with a one-year renewal option, with MedTrak Services LLC, as the pharmacy benefit manager for the City's Plan under the Client Agreement, attached hereto as "Exhibit 1", which incorporates the provisions of the Master Service Agreement, attached hereto as "Exhibit 2";

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

Section 1. The City adopts the recommendation made by the Insurance and Benefits Committee, as set forth above, thereby approving the Client Agreement with MedTrak Services LLC, attached as "Exhibit 1", and the Master Service Agreement with MedTrak, Consociate and Leaf Health, attached as "Exhibit 2", which will be effective from May 1, 2020, through April 30, 2021.

Section 2. The Mayor, or his designee, is hereby authorized and directed to execute the Client Agreement, attached as "Exhibit 1", together with such changes therein as the Mayor in his discretion may deem appropriate; provided, however that such Client Agreement shall not be binding upon the City until an executed original thereof has been delivered to MedTrak Services LLC and Consociate Inc.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT 1

Client Agreement with MedTrak Services LLC

Exhibit E
Client Agreement

This **Client Agreement** ("Client Agreement") is made and entered into by and between **MedTrak Services, L.L.C.** ("MedTrak") and **the CITY OF EAST PEORIA**, with an address of __401 West Washington Street, East Peoria, IL 61611_____ and organized under the laws of the State of ____Illinois_____ ("Client"). This Client Agreement shall be effective as of the 1 day of ____May_____, 2020 (the "Effective Date").

RECITALS

A. MedTrak has previously entered into a Master Service Agreement with you TPA, Consociate, Inc. ("TPA"), for the provision of pharmacy benefit management services to employers, health plans and payors who are clients of TPA (the "Master Agreement");

B. Client is a current, or prospective and imminently certain future Client of TPA;

C. Client has received from TPA a copy of the Master Agreement to which this Client Agreement relates, and has had the benefit of a full review and understanding of the Master Agreement prior to Client's execution of this Client Agreement;

D. Client acknowledges MedTrak's execution of the Master Agreement and commitment to be bound hereunder as if MedTrak was a signator to this Client Agreement as well; and

E. Client has chosen to obtain from MedTrak the PBM services described in the Master Agreement and as applicable to this Client Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Master Agreement and this Client Agreement, Client agrees with MedTrak as to the following terms and conditions:

STATEMENT OF AGREEMENT

1. **Capitalized Terms**. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Master Agreement.

2. **Term**. Subject to Paragraph 3 below, this Client Agreement will remain in full force and effect for an initial term of one (1) year commencing on the Effective Date hereof (the "Initial Term"). Upon expiration of the Initial Term, this Client Agreement will automatically renew for successive renewal periods of one (1) year each (each a "Renewal Period"), unless either party hereto provides written notice to the other party at least ninety (90) days prior to the expiration of the then-current term of its intent to either terminate or renegotiate this Client Agreement.

3. **Termination**. This Agreement may be terminated as provided in Article 6 of the Master Agreement. Neither party hereto may terminate this Client Agreement without cause or for no cause. Termination of the Master Agreement will not cause or be deemed to cause a termination of this Client Agreement, which in such case will continue in full force and effect subject to the provisions of Section 6.5 of the Master Agreement.

5. **Consulting Services**.

5.1 **Consulting Fees**. Client has retained TPA and Consultant to provide certain services to Client, including without limitation, the negotiation with MedTrak of the financial terms of the Master Agreement (the "Consulting Services"), which Client has given TPA and Consultant the authority to negotiate. Client desires that MedTrak shall charge Client an additional amount—which amount is included in the pricing charged to Client—to compensate TPA and Consultant for such Consulting Services, and Client hereby directs MedTrak to forward to TPA and Consultant on Client's behalf the amount of applicable fees as set forth and calculated in Exhibit C to the Master Agreement. Such fees will compensate TPA and Consultant for such Consulting Services performed on behalf of Client.

5.2 **Acknowledgement**. The parties acknowledge and agree that this Paragraph 5 (including its sub-paragraphs), and the payment of the Consulting Fees do not affect the amounts owed by Client (or by TPA on behalf of

Client) to MedTrak under this Client Agreement; provided, however, that MedTrak is authorized to retain for its own benefit and not forward to TPA any amounts described in this Paragraph 5 (including its sub-paragraphs) if TPA (or Client, if and as applicable) fails to make timely payments to MedTrak for services provided by MedTrak hereunder.

6. **Client Agreement and Master Agreement**.

6.1 **Incorporation**. Client and MedTrak hereby acknowledge and agree that all provisions of the Master Agreement, including any and all attachments, exhibits and riders thereto, are hereby incorporated into this Client Agreement and made binding upon Client and MedTrak to the extent made applicable to such party. In the event of any conflict between this Client Agreement and the Master Agreement, the provisions of this Client Agreement shall prevail and control. Client hereby acknowledges and agrees that, pursuant to the Master Agreement, TPA is obligated to provide Client with a copy of the Master Agreement, and has in fact done so; and, Client agrees to all terms and conditions set forth in the Master Agreement, including without limitation, the financial terms set forth in Exhibit C thereto. MedTrak and Client each shall perform their respective duties, as described in the Master Agreement, as if such duties were made expressly a part of this Client Agreement.

6.2 **Payment**. Without limiting the generality of Paragraph 6.1 above, Client hereby expressly acknowledges and agrees that Client shall be solely, directly and ultimately responsible for the payment to MedTrak of any and all amounts required under Article 5 and Exhibit C of the Master Agreement for MedTrak's services provided hereunder; provided, further, that even if Client elects to make payments through TPA as may be permitted under Section 2.5 of the Master Agreement, Client shall remain jointly and severally liable with TPA for any failure to make any payments to MedTrak as may be required under the Master Agreement and/or this Client Agreement.

6.3 **Amendment**. In the event that the Master Agreement is amended in accordance with its terms, even if such amendment is between MedTrak and TPA, Client will be bound by the terms of any such amendment (including, without limitation, any amendment to the rates set forth in Exhibit C to the Master Agreement), unless Client provides MedTrak with notice of its intention to terminate this Client Agreement in accordance with this paragraph. Any such notice must be provided within fifteen (15) business days of Client's receipt of the notice of amendment and will be effective ninety (90) days following MedTrak's receipt of such notice. Pursuant to the Master Agreement, TPA is responsible for providing Client with notice of any amendment to the Master Agreement. Moreover, Client hereby expressly authorizes TPA to make any amendment to the Master Agreement from time to time, including any amendment to the rates set forth in Exhibit C, and Client agrees to be bound immediately by any such amendment to the extent it relates to any obligation or responsibility of Client under the Master Agreement and/or this Client Agreement.

7. **Miscellaneous**.

7.1 **Independent Contractors**. The parties are independent contracting parties, and nothing in this Client Agreement is intended to nor may anything in this Client Agreement be construed to create an agency, partnership, joint venture, employer/employee relationship, fiduciary relationship, or any other legal relationship between the parties other than or in addition to that of independent contracting parties. In the event an ambiguity or question of intent or interpretation arises, this Client Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Client Agreement. Each party acknowledges that it has been represented, or had the right to seek representation, by legal counsel in the negotiation and/or execution of this Client Agreement.

7.2 **Exclusivity**. Client acknowledges and agrees that MedTrak is and shall be the sole and exclusive provider of pharmacy benefit programs, pharmacy benefit management services, claim processing services, and any other PBM services described in the Master Agreement, to and on behalf of Client and Eligible Members.

7.3 **Notices**. All notices provided for herein must be in writing and sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt, to the other party's respective office or the addresses set forth in the first paragraph of this Client Agreement or below any party's written signature hereto. Each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or upon refusal to accept delivery. MedTrak and Client expressly acknowledge and agree that the notice provisions of the Master Agreement shall apply to the provision of notice by either MedTrak or Client pursuant to this Client Agreement.

7.4 **Entire Agreement**. This Client Agreement, including the Master Agreement, as incorporated herein, constitutes the entire agreement between the parties and supersedes any previous contract between the parties. Without limiting the generality of the foregoing, Client acknowledges and agrees that this Client Agreement, including the

Master Agreement, supersedes any other agreement for PBM services that Client may have (or may have had), directly or indirectly, with MedTrak.

8. **Signatory Authority**. Client hereby represents and warrants that the individual signing this Client Agreement on its behalf is duly authorized to bind Client to all terms and conditions of this Client Agreement, including the Master Agreement. Client further acknowledges and agrees that, as consideration for Client's execution of this Client Agreement, Client accepts MedTrak's signature on the Master Agreement as MedTrak's promise and obligation to be bound by all terms and conditions of the Master Agreement, as well as this Client Agreement.

9. **Business Associate Agreement**. As set forth in the Master Agreement, Client acknowledges that MedTrak is a Business Associate of Client and/or its Plan. Accordingly, the Business Associate Addendum between MedTrak and Client, as attached hereto as Attachment E-1, is hereby incorporated herein by reference and made binding upon each of MedTrak and Client respectively.

IN WITNESS WHEREOF, and in consideration of MedTrak's execution of the Master Agreement and commitment to be bound by the provisions thereof and hereof, Client has executed and delivered this Client Agreement by Client's duly authorized representative below.

CLIENT:

By: _____

Name: _____

Title: _____

EXHIBIT 2

Master Service Agreement with MedTrak Services LLC and Consociate Inc.

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT is made effective as of January 1, 2020 ("Effective Date"), by and between MEDTRAK SERVICES, L.L.C., a Missouri limited liability company with its principal place of business located at 10895 Lowell Ave., Suite 100, Overland Park, Kansas 66210 ("MedTrak"), and CONSOCIATE, INC., an Illinois corporation, with its principal place of business at 2828 N. Monroe Street, Decatur, Illinois 62526 ("TPA").

WHEREAS, MedTrak provides and administers pharmacy benefit management ("PBM") services, as described in this Agreement, for Plan Sponsors that include entities such as the clients of TPA;

WHEREAS, TPA's clients may desire to utilize the PBM Services of MedTrak to administer their respective Plan's Pharmacy Benefit;

WHEREAS, TPA desires to arrange for MedTrak's provision of PBM services to various Clients of TPA, and therefore desires to engage MedTrak's services under the terms and conditions of this Agreement;

WHEREAS, MedTrak is willing to provide its PBM services to Clients of TPA, and therefore accepts such engagement with TPA under the terms and conditions of this Agreement; and

WHEREAS, both parties agree to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, MedTrak and TPA hereby agree as follows:

1. DEFINITIONS

1.1 "Agreement" shall mean this Master Service Agreement between MedTrak and TPA, as well as all exhibits and attachments hereto, as may be amended and modified from time to time.

1.2 "Cardholder" shall mean an Eligible Member to whom Client (or its TPA) or MedTrak has issued an identification card (or form), whose name and identification number appear on the identification card (or form), and whose identification card (or form) is valid.

1.3 "Claim" shall mean a request from a Participating Pharmacy or a Cardholder to process and adjudicate a Covered Medication for an Eligible Member.

1.4 "Client(s)" shall mean any Plan Sponsor that, through its relationship with TPA, executes a Client Agreement evidencing such Client's desire to provide a Pharmacy Benefit to its Eligible Members as administered by MedTrak hereunder. Any reference to Client in the singular shall apply to all Clients hereunder as context dictates.

1.5 "Client Agreement" shall mean the contract to be executed by each Client for the benefit of MedTrak, in the form (or substantially the form) of Exhibit E, attached hereto and incorporated herein by reference, and which, explicitly or indirectly, shall incorporate all terms and conditions of this Agreement applicable to MedTrak's performance of PBM services with respect to such Client.

1.6 "Covered Medication" shall mean any Drug Product prescribed by a Physician for an Eligible Member that meets the requirements for coverage as set forth in the Plan.

1.7 "Dependent" shall mean an Eligible Member who is related to a Cardholder, as identified by Client (or TPA).

1.8 "Drug Product" shall mean a drug whose active ingredient(s), strength(s), and dosage form are listed in the "Approved Drug Products with Therapeutic Equivalence Evaluations" (commonly known as the "Orange Book"), which is an official publication of the U.S. Food and Drug Administration ("FDA").

1.9 "Eligible Member" shall mean an individual who is enrolled in a Plan and who is entitled to receive reimbursement for, or payment of, Covered Medications under the Pharmacy Benefit for the Plan in which the individual is enrolled.

1.10 "Formulary" shall mean a standard preferred list of Covered Medications, as determined by the MedTrak Pharmacy & Therapeutics Committee (or such other Pharmacy & Therapeutics Committee as designated by MedTrak and agreed to by Client or TPA), and provided, as necessary, to Physicians, Participating Pharmacies and/or Eligible Members as a guide to the prescribing, dispensing, and purchasing of Covered Medications.

1.11 "Participating Pharmacy" shall mean a duly licensed pharmacy that has signed a Pharmacy Services Agreement (or similarly named agreement) with MedTrak to provide Pharmacy Services to Eligible Members in accordance with the requirements in such agreement.

1.12 "Pharmacy Benefit(s)" shall mean the inclusions, limitations, and exclusions in coverage of Eligible Members, Participating Pharmacies, Physicians, and Covered Medications as set forth in the Plan and as may be amended from time to time by the Plan Sponsor.

1.13 "Pharmacy Services" shall include the dispensing of a Drug Product by a Participating Pharmacy, in accordance with all applicable state and federal laws governing the practice of pharmacy and in accordance with the standards of practice in the communities in which the Participating Pharmacy operates.

1.14 "Physician" shall mean any Doctor of Medicine or other health care practitioner who is legally authorized to prescribe Drug Products in the state(s) in which he/she is licensed.

1.15 "Plan" shall mean the agreement or other arrangement between an Eligible Member and his/her Plan Sponsor that entitles the Eligible Member to receive reimbursement for, or payment of, medical expenses, including, without limitation, Covered Medications.

1.16 "Plan Sponsor" shall mean an employer, employer coalition, health insurer, managed care organization, association, union health and welfare trust, government agency, third party administrator, or other such organization that is obligated to pay for Covered Medications dispensed to Eligible Members.

1.17 "Point-of-Sale" or "POS" shall mean the on-line, real-time telecommunication system used by MedTrak to communicate information regarding eligibility, Claims, drug utilization, and other information to a Participating Pharmacy.

1.18 "Start Date" shall mean, with respect to each Client Agreement, the effective date of each such Client Agreement.

1.19 "System" shall mean the hardware and the software used to process Claims.

2. DUTIES OF TPA

2.1 TPA agrees to inform Clients and potential clients, on a non-exclusive basis and in TPA's sole discretion, about the PBM services of MedTrak made available under this Agreement; provided, that all such information shall be consistent with the rates, terms and conditions of this Agreement as applicable to Clients, and shall otherwise be consistent with MedTrak's own informational and marketing materials, which may be made available by MedTrak to TPA from time to time upon request.

2.2 Prior to the commencement of PBM services to any Client, TPA shall use best efforts to ensure its Client executes a Client Agreement, and to deliver such executed Client Agreement to MedTrak. TPA further acknowledges and agrees to provide its Clients with a copy of this Agreement (including, without limitation, Exhibit C hereto) prior to, or no later than simultaneously with, such Client's execution of a Client Agreement; and, provided further, upon any amendment to this Agreement (including, without limitation, any amendment to any rates set forth in Exhibit C), TPA shall immediately provide all its Clients with a copy of such amendment. MedTrak may refuse or delay its performance of PBM services hereunder with respect to any Client from whom MedTrak has not received an executed Client Agreement.

2.3 TPA shall provide to MedTrak electronic files reflecting an initial listing of all Eligible Members for any and all its new Clients with MedTrak. TPA shall also be responsible for updating the Eligible Member list to reflect all additions and terminations of Eligible Members from time to time. Such Eligible Member list must be provided to MedTrak at least thirty (30) days prior to implementation of a Client or upon such other timeframe as may be agreed between the parties in writing. The Eligible Member list shall contain such minimum information as MedTrak may reasonably request from time to time.

2.4 In the event MedTrak provides standard identification cards to TPA for delivery to Eligible Members, MedTrak shall not be responsible for any delay or lapse in services related to the delivery of cards to Eligible Members. The identification cards must conform to either applicable state requirements or National Council for Prescription Drug Programs (NCPDP) recommended guidelines and contain, without limitation, the Eligible Member's identification number and full name. Each TPA will ensure that such identification cards are distributed to their applicable Eligible Members at least five (5) business days prior to MedTrak's performance of PBM services for the applicable Client.

2.5 TPA acknowledges and agrees (and MedTrak acknowledges and agrees) that each Client shall be directly and solely responsible for payment of all applicable fees and charges due and owing to MedTrak from time to time pursuant to this Agreement and the Client Agreement; provided, however, TPA shall use its best efforts to reasonably assist MedTrak in the collection of any amounts due and owing from its Clients, as specified in Article 5 of this Agreement, that may be delinquent from time to time. Upon TPA's receipt from Client of any payment due and owing to MedTrak hereunder, TPA will remit such payment to MedTrak without withholding or offset by TPA for any reason, in accordance with Section 5 of the Agreement. The parties further acknowledge and agree that while Client has the ultimate responsibility to pay all applicable fees and charges due and owing to MedTrak from time to time hereunder, Client may elect to make such payments either: (a) directly to MedTrak; or, (b) to MedTrak through TPA. If Client elects to make such payments through TPA, then the following conditions shall apply: (w) Client and/or TPA shall give MedTrak notice in writing of Client's election to make such payments through TPA; (x) TPA shall have the obligation to make timely payments to MedTrak as set forth in Section 5.1 of this Agreement, where the same has been timely received from the Client; (y) TPA's failure to make any required payments to MedTrak hereunder on behalf of Client shall be deemed a material breach of this Agreement by TPA, subject to TPA having received the necessary funds from Client in order to make the required payment to MedTrak; and (z) notwithstanding anything in the foregoing to the contrary, Client shall remain ultimately liable for the payment to MedTrak of any fees and charges that may be due and owing from time to time. TPA shall only be liable for the payment to MedTrak of any fees and charges remitted by the Client for submission to MedTrak.

2.6 TPA acknowledges and agrees that MedTrak has no obligation whatsoever to pay Claims for Pharmacy Services provided by Participating Pharmacies to Eligible Members until TPA or Client makes such funds available to MedTrak for the payment of such Claims.

2.7 TPA represents and warrants that it has obtained any and all required state licenses, registrations and/or authorizations to perform the duties of a third party administrator on behalf of each Client.

2.8 TPA will accurately describe and represent, as the same has been provided to TPA by MedTrak, MedTrak's PBM services hereunder in all communications, including marketing and advertising materials to actual and potential Clients and/or their Eligible Members. TPA shall have no liability relating to or arising from the use of any information TPA receives from MedTrak.

2.9 TPA will reasonably cooperate with MedTrak on Client service and management issues and provide the following:

2.9.1 Assist in implementing MedTrak's PBM services by attending implementation meetings with Clients and performing other implementation activities as established and agreed to with MedTrak;

2.9.2 Promptly respond to questions raised by MedTrak or Clients in connection with MedTrak's PBM services that are being or will be provided under any Client Agreement; and

2.9.3 Perform other services as reasonably required to deliver the agreed upon services to Clients.

2.10 TPA will perform its obligations under this Agreement in accordance with any and all applicable laws, regulations, and rules.

2.11 TPA's authority to act on behalf of MedTrak is limited strictly to the express authority granted under this Agreement. TPA has no authority to bind or commit MedTrak to any obligation or to collect any payment on behalf of MedTrak (other than as set forth in this Agreement) and may make no representation, express or implied, that TPA has the authority to act on behalf of MedTrak.

2.12 TPA acknowledges and agrees that MedTrak owes no compensation to TPA except as may be set forth in Exhibit C or in any specific Client Agreement as may be directed by a Client. TPA further represents and warrants to MedTrak that TPA has disclosed, or will disclose to any Client prior to such Client executing a Client Agreement, the nature and amount (or if the exact amount is not known, then the calculation to be used to compute any such amount) of any compensation, fees, allowances or other payments that TPA, or any other broker, consultant or other third party with a relationship with TPA, may receive from MedTrak in connection with the Client and/or this Agreement.

2.13 All parties will maintain the confidentiality of all medical, prescription, and other healthcare information relating to Eligible Members, at all times in accordance with applicable federal and state laws and regulations. In performing its obligations hereunder, each party acknowledges that it may be required to receive and/or disclose individually identifiable "protected health information" as such term is defined in the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations governing privacy and security of certain information thereunder ("HIPAA"). Accordingly, TPA acknowledges that it is a "Business Associate" of each of its Clients, as such term is defined in Section 160.103 of the HIPAA privacy regulations, and TPA further represents and warrants that it has executed a Business Associate agreement with each of its Client as required by HIPAA. Further, TPA acknowledges that MedTrak has warranted that it also is a Business Associate of Clients, and therefore, each Client will agree to a Business Associate Addendum in the form of Attachment E-1 to Exhibit E hereto, which shall be an addendum to each Client Agreement presented by TPA to its Clients for execution.

2.14 TPA shall provide written notice to each of its Clients of any amendment to this Agreement as soon as reasonably possible. Such notice shall include a copy of the amendment itself and, if necessary, a copy of this Agreement, as amended. Any such amendment, to the extent applicable to Client (including, without limitation, any amendment to any rates set forth in Exhibit C), shall become immediately binding upon both TPA and Client.

2.15 TPA shall provide MedTrak with notice of any of its Client's Pharmacy Benefit changes within one (1) month of the date when such changes will become effective (the "Benefit Change Date"), or if TPA seeks an earlier date, by a date mutually agreed upon in writing by the parties. Failure to provide MedTrak with notice of any such change within said period may result in postponement of the proposed Benefit Change Date at MedTrak's election.

3. DUTIES OF MEDTRAK

3.1 MedTrak agrees to provide, through its Participating Pharmacies, Covered Medications to Eligible Members in accordance with the terms of this Agreement, if such Eligible Members present a prescription order or refill from a Physician and a valid identification card (or form) at Participating Pharmacies signifying their entitlement to such Covered Medications.

3.2 MedTrak agrees to provide "Administration Services", as described in Exhibit A, including, but not limited to, the processing and adjudication of Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members.

3.3 MedTrak shall allow Client (and TPA) to use the name of MedTrak for purposes of marketing, informing Eligible Members and others of the identity of Participating Pharmacies, and as otherwise necessary to carry out the terms of this Agreement. Notwithstanding the foregoing, MedTrak hereby reserves the right, in its sole discretion, to require Client (and/or TPA) to cease using the name of MedTrak for any reason whatsoever.

3.4 MedTrak shall use reasonable efforts to provide Client with assistance in coordinating and responding to formal complaints or appeals from Eligible Members under the Plan; however, MedTrak will not be responsible or liable in any manner for Client's compliance or non-compliance with the terms and conditions of the Plan or applicable laws or regulations regarding responding to Eligible Members' complaints or appeals. Client (or TPA) is solely responsible for the

review and final resolution of complaints from Eligible Members. MedTrak shall review the appeal of eligible denied claims pursuant to the process set forth on Exhibit B.

3.5 MedTrak acknowledges that in administering Client's Pharmacy Benefit, MedTrak will receive health information from Client and/or TPA such that MedTrak will be considered to be Client's "Business Associate," as that term is defined by the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations governing privacy and security of certain information thereunder ("HIPAA"). Specifically, with respect to protected health information ("PHI") as that term is defined by HIPAA, MedTrak agrees to comply with the provisions in the Business Associate Addendum set forth on as Attachment E-1 to Exhibit E, attached hereto and incorporated by this reference.

3.6 MedTrak may, at its sole discretion, audit Participating Pharmacies to ensure the Participating Pharmacies' compliance with their contracts with MedTrak. Selection of Participating Pharmacies and the method of audit shall be determined solely by MedTrak. MedTrak, in its discretion, may perform the audit or select an outside firm to perform the audit. To compensate MedTrak for the cost of conducting such audits, MedTrak shall be entitled to retain twenty percent (20%) of any overpayment to any Participating Pharmacy that is detected and recovered as a result of any such audit, and which is attributable to a Plan or its Eligible Members; provided that MedTrak shall pay the balance of any such recovered overpayment to Client (or to the applicable TPA on behalf of Client as may be directed by Client), prorated to the amount attributable to Client's Plan or Eligible Members.

3.7 With respect to all services and programs provided under this Agreement, MedTrak shall not be liable in the event any such services or programs do not provide the intended savings to any Client, unless such savings amounts are explicitly stated in this Agreement.

4. DUTIES OF CLIENT

4.1 Client agrees and expressly acknowledges that MedTrak may deal directly with TPA, on Client's behalf, in all respects as if TPA were the Client for purposes of this Agreement, and Client waives any right to the contrary. Client further expressly acknowledges any act or omission by TPA shall be within the scope and authority of TPA and binding upon Client and that any agreement Client shall have with TPA shall have no bearing or effect on this Agreement.

4.2 Client (either directly or through TPA) shall provide MedTrak, thirty (30) days prior to the Start Date and as necessary thereafter, Eligible Member information, including, but not limited to, Cardholder name, Cardholder identification number, Cardholder address, Cardholder birth date, Cardholder eligibility begin date, Cardholder eligibility end date, Dependent name(s), Dependent birth date(s), Dependent eligibility begin date, and Dependent eligibility end date. Client (or TPA) shall provide such information in a format agreeable to MedTrak. Client agrees that MedTrak may act in reliance upon the accuracy of all Eligible Member information received from Client (or TPA).

4.3 Client (either directly or through TPA) shall distribute, or pay MedTrak to distribute in accordance with Exhibit C, the "Cardholder Information" described in Exhibit A to Cardholders upon receipt from MedTrak or TPA.

4.4 Client (and TPA) agrees to grant Participating Pharmacies the status of "Client Participating Pharmacies" and to identify such Participating Pharmacies as "Preferred Pharmacies", or other language of like import, on informational materials distributed to Eligible Members and others.

4.5 Client (and TPA) understands and agrees that MedTrak shall have the right to collect and use aggregate data on Covered Medications and that MedTrak shall have ownership rights to all such data and statistics. Client (and TPA) further understands and agrees that, in order to provide services hereunder, MedTrak may be required to submit data on Covered Medications to pharmaceutical manufacturers pursuant to the terms of agreements with those pharmaceutical manufacturers; provided, however, that such information furnished to pharmaceutical manufacturers shall not identify Eligible Members by name or otherwise, except in connection with any audit required by such pharmaceutical manufacturers.

4.6 Client (and/or TPA) shall not constrain MedTrak from communicating with Eligible Members and/or their Physicians, when necessary, to carry out MedTrak's obligations as set forth in this Agreement.

4.7 Client shall comply with the HIPAA provisions included in the Business Associate Addendum set forth on Attachment E-1 to Exhibit E, attached hereto and incorporated by this reference.

4.8 Client acknowledges and agrees that although Client may have delegated to TPA certain of Client's obligations or responsibilities related to this Agreement, Client is ultimately responsible for discharging all of the duties and obligations of the "Client" under this Agreement.

5. MEDTRAK COMPENSATION

5.1 In addition to its other obligations set forth in this Agreement and the Client Agreement, Client shall be directly responsible and obligated to pay MedTrak, by ACH, EFT, or other electronic form of payment acceptable to MedTrak (including payment through its TPA as may be permitted under Section 2.5 above), in either case in accordance with the reasonable payment instructions provided by MedTrak, the "Paid Claim Charges", "Miscellaneous Charges", "Program Charges", and all other applicable charges, which Client is obligated to pay, as defined and described in Exhibit D, and further elected in the applicable Client Agreement. Payment of Paid Claim Charges, Administration Charges, and all other applicable charges, shall be made twice a month within ten (10) days of the invoice statement date. Any and all payments due and owing to MedTrak hereunder shall be paid at the full amount specified in MedTrak's invoice, and may not be paid on a "claims adjudication" or similar claim-by-claim basis; provided, however, that in the event of any dispute that Client or TPA may have with respect to the invoiced amount, Client or TPA may withhold only such amount that is actually disputed, and for no longer than a period of thirty (30) days, during which time all parties shall cooperate in good faith to resolve the dispute; and, provided further, that if such dispute is not resolved within thirty (30) days, then Client or its TPA shall pay the full invoiced amount to MedTrak so that Participating Pharmacies may be paid, but the parties shall continue to cooperate in good faith to resolve the dispute, and if such resolution concludes that MedTrak was overpaid by Client or TPA, then MedTrak shall promptly refund such overpayment or issue an invoice credit for the immediate next invoice cycle. With respect to any non-payment to MedTrak lasting longer than the thirty (30) day period set forth above, Client shall pay interest at a rate of one and one-half percent per month on any balance due at the time of the next billing; however, in no event shall such interest rate be greater than the rate permitted by law. Client and TPA acknowledge that, in the event Client fails to pay any Paid Claim Charges, Miscellaneous Charges, Program Charges, other applicable charges, or interest due within thirty (30) days of the invoice statement date, MedTrak reserves the right (i) to immediately suspend all POS system activity and Pharmacy Services until Client makes payment to MedTrak in full and/or (ii) to offset any amounts owed by MedTrak to Client pursuant to this Agreement.

5.2 Client and TPA acknowledge that, in the event either Client or TPA requests MedTrak to provide services that are not defined in this Agreement, Client shall pay additional charges, which shall be mutually agreed upon by MedTrak and TPA in writing.

5.3 MedTrak uses Average Wholesale Price (often referred to as AWP, and as defined on Exhibit D) as its Drug Product pricing statistic to calculate "Paid Claim Charges," as defined and described in Exhibit D. If, for any reason, MedTrak decides to change its Drug Product pricing statistic ("Change Event"), then MedTrak shall notify TPA at least sixty (60) days prior to the implementation date of such change ("Change Date"). If the methodology for calculating Paid Claim Charges using the new Drug Product pricing source would result in a material increase or decrease in Paid Claim Charges, then the parties shall mutually agree on an adjustment factor to be applied to the Paid Claim Charges incurred on and after the Change Date that is equivalent to the Paid Claim Charges increase or decrease experienced Clients due to the Change Event. If the parties cannot mutually agree to an adjustment factor by the Change Date, then any party hereto may terminate this Agreement or the applicable Client Agreement upon thirty (30) days' prior written notice.

6. TERM

6.1 The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless either party hereto provides written notice to the other party at least ninety (90) days prior to the expiration of the then-current term of its intent to either terminate or renegotiate this Agreement. Notwithstanding the foregoing, TPA may terminate this Agreement for convenience by giving ninety (90) days' prior written notice.

6.2 Any party to this Agreement or Client Agreement may terminate such Agreement or Client Agreement, as applicable, if the other party materially breaches its obligations. The termination must be by written notice specifically identifying the breach, and such termination shall become effective thirty (30) days after the notice, unless the breach is corrected during the thirty (30)-day period (the "Cure Period"). MedTrak shall provide Pharmacy Benefit Administration

Services on all Covered Medications submitted prior to the termination date, but MedTrak shall have no other obligations to Client following the date of termination.

6.3 Client and TPA acknowledge and agree that during the term of any Client Agreement, MedTrak shall be the exclusive provider to each Client (not to include TPA) of the PBM services as set forth herein. During the term of any Client Agreement, no Client may engage directly or indirectly the services of any individual, proprietorship, partnership or corporation operating the same or similar business as MedTrak, including, without limitation, Pharmacy Services provided through the mail or other similar delivery system, to provide services with respect to each particular Client.

6.4 A breach by MedTrak of any material provision of this Agreement shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by TPA; provided MedTrak is unable to cure such breach within the applicable cure period provided in the Agreement. Notwithstanding the foregoing, TPA may terminate the Agreement, without penalty, effective immediately, if (i) MedTrak is named as a defendant in a criminal proceeding for a material violation under HIPAA; or (ii) a finding or stipulation that MedTrak violated any standard or requirement of HIPAA or any other applicable laws relating to the security or privacy of PHI, or which is entered against MedTrak in any administrative or civil proceeding in which MedTrak has joined.

6.5 Notwithstanding any other provision of this Agreement to the contrary, termination of this Agreement will not automatically cause or be deemed to cause a termination of any related Client Agreement, and, absent any permitted termination as may be provided below, all such Client Agreements shall continue in full force and effect in accordance with their terms and the terms of this Agreement as applicable to each such Client; provided, further, that following such termination of this Agreement, MedTrak may contact Clients in order to: (a) notify Clients of the termination of this Agreement and the continuation of their Client Agreements under the terms and conditions hereof; and (b) attempt in good faith to enter into direct agreements with each such Client, without TPA's involvement therein, under substantially similar terms and conditions as are set forth herein. In the event this Agreement is terminated, then with respect to any Client Agreement remaining in effect thereafter, each Client shall assume any and all of TPA's payment obligations hereunder as specifically applicable to Client (but not any other customers or clients of MedTrak except Client). Notwithstanding the foregoing provisions of this paragraph to the contrary, upon the termination of this Agreement and for a limited period of ninety (90) days thereafter, any Client shall have the unilateral right (but not the obligation), in its sole discretion, to terminate its Client Agreement by providing at least thirty (30) days' prior written notice to MedTrak.

7. CONFIDENTIALITY

7.1 MedTrak retains the exclusive rights to the names MedTrak Services, LLC, MedTrak Services, MedTrakRx, and MedTrak, together with any distinctive trademark and/or service mark that may hereinafter be adopted.

7.2 All confidential and proprietary information of MedTrak ("MedTrak Confidential Information") includes, but is not limited to, MedTrak's System information, reporting packages, proprietary software and user documentation, manuals, Formulary documents, Participating Pharmacy agreements, any information about MedTrak's rates, fees or charges, this Agreement and its terms and conditions, and any additional information typically considered confidential and proprietary. Neither Client nor TPA shall use any MedTrak Confidential Information or disclose it to any third party, at any time during or after termination of this Agreement, except as specifically contemplated in this Agreement or upon MedTrak's prior written consent. Upon termination of this Agreement, each Client and TPA shall cease using all MedTrak Confidential Information provided to such Client or TPA by MedTrak and shall return the same to MedTrak immediately upon MedTrak's request.

7.3 The parties shall maintain the confidentiality of any information relating to Eligible Members in accordance with any applicable laws and regulations. However, the parties acknowledge that—in providing services under this Agreement—MedTrak shall obtain confidential information about Eligible Members and may distribute such confidential information to Client, TPA, Participating Pharmacies, and Physicians. TPA shall ensure that there is adequate release and authorization from Eligible Members, or that release of confidential information relating to Eligible Members is otherwise proper, in regard to any information about Eligible Members provided to MedTrak or by MedTrak to Client, TPA, Participating Pharmacies, or Physicians. TPA shall also ensure that its use of Eligible Member information is in compliance at all times with applicable laws and regulations.

7.4 The parties hereto shall maintain appropriate records relating to their responsibilities under this Agreement. Annually during the term of this Agreement and once during the year immediately following termination of this Agreement

upon reasonable prior notice and during normal business hours, each party hereto may have reasonable access to the records of the other party directly relating to such other party's responsibilities and performance under this Agreement. The scope of such audit will be limited to Eligible Member Claims adjudicated in the Agreement year immediately preceding the year in which the audit is conducted. The requesting party shall pay the reasonable cost of copying records requested from the other party during an audit hereunder, and any other reasonable reproduction costs incurred by the other party in complying with the audit request. A third party may be allowed or designated by the auditing party hereunder to conduct an audit with the prior written consent of the party hereto whose records are to be audited, which consent shall not be unreasonably withheld; provided, however, that the audited party shall have the right to refuse the auditing party's auditor if the proposed auditor reasonably may acquire a competitive advantage by gaining access to the audited party's confidential information as described in this Article 7. In addition, the third party auditor shall enter into a reasonable confidentiality agreement with the audited party prior to conducting any audit hereunder.

8. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

8.1 MedTrak, TPA, and Clients are all separate and independent entities. They recognize that they are neither partners nor joint venturers and that they are not liable for the debts and obligations of each other. Client specifically acknowledges that MedTrak shall have no fiduciary duties whatsoever to Client or any Eligible Member either arising under this Agreement or under any Plan. Client further acknowledges and agrees that MedTrak has no discretionary authority or discretionary control to negotiate on behalf of Client, TPA, any Plan or Plan Sponsor, any prices, rates, rebates, discounts or other terms for Pharmacy Services or otherwise relating to the Formulary Program. Client acknowledges that it, or Plan Sponsor or TPA, will retain at all times sole authority to control and administer its Plan and its Pharmacy Benefit, including without limitation any Eligible Member complaints or appeals under such Plan, and to choose whether or not to participate in the Formulary Program. It is also understood and agreed by all the parties that they are not assuming nor guaranteeing any debts or obligations of any other party.

8.2 MedTrak shall indemnify and hold harmless TPA and Client, and their respective officers, affiliates, directors, shareholders, employees, successors, other agents and permitted assigns (respectively, "TPA Indemnitees" and "Client Indemnitees," as the case may be), from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by TPA, Client, TPA Indemnitees, and Client Indemnitees to the extent caused by any breach, obligation, or warranty of this Agreement by MedTrak, MedTrak's violation of any law, or the negligence or willful misconduct of MedTrak, or its officers, directors, employees or other agents, or its successors and assigns, in connection with the performance of any of their respective obligations under this Agreement.

8.3 TPA shall indemnify and hold harmless MedTrak, and its officers, affiliates, members, shareholders, employees, successors, other agents and permitted assigns (collectively, "MedTrak Indemnitees") from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by MedTrak and/or MedTrak Indemnitees to the extent caused by any breach, obligation, or warranty of this Agreement by TPA, TPA's violation of any law, or the negligence or willful misconduct of TPA, or its officers, directors, employees or other agents, or its successors and assigns, in connection with the performance of any of their respective obligations under this Agreement.

8.4 Client shall indemnify and hold harmless MedTrak and MedTrak Indemnitees, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by MedTrak and/or MedTrak Indemnitees to the extent caused by (i) the breach of Client's Client Agreement; (ii) the negligence of Client, or its officers, directors, employees or other agents, or its successors and assigns, in connection any of their respective obligations under the Client Agreement; (iii) any legal defects in the design of the Plan or the Pharmacy Benefit thereunder; (iv) the implementation of the Plan's Pharmacy Benefit design (*e.g.*, any provision or denial of treatment or coverage whether by omission, decision, or design, etc.); (v) the payment of fraudulent claims or filing of fraudulent prescriptions if the fraud is committed by an Eligible Member or any other third party other than MedTrak; and, (vi) Client's denial of treatment or coverage whether by omission, decision or design.

8.5 The Party seeking indemnification under the provisions above must notify the indemnifying Party within 30 days, or as soon as is reasonably possible, in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying Party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying Party have been prejudiced by the failure of the other Party to provide notice within the required time period.

8.5.1 The indemnifying Party may then take steps to be joined as a Party to such proceeding, and the Party seeking indemnification shall not oppose any such joinder. Whether or not such joinder takes place, the indemnifying Party shall provide the defense with respect to claims to which this Section applies and in doing so shall have the right to control the defense and settlement with respect to such claims.

8.5.2 The Party seeking indemnification may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying Party, provided that in doing so it shall be deemed to have waived its right to indemnification except in cases where the indemnifying Party has declined to defend against the claim.

8.6 TPA and Client acknowledge and agree that MedTrak does not have any liability whatsoever to TPA, Client, or Eligible Members for the acts or omissions of any Participating Pharmacy or for the provision of Pharmacy Services, including, but not necessarily limited to, any of the following: (i) any actual or alleged malpractice, negligence or misconduct of any Participating Pharmacy; or (ii) the sale, compounding, dispensing, failure to sell, manufacture or use of any Drug Product dispensed to an Eligible Member under this Agreement.

8.7 No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between MedTrak, TPA, or Client other than that of independent entities contracting with each other solely for the purpose of fulfilling the provisions of this Agreement. No party hereto, nor any of their respective representatives, shall be construed to be the agent, the employer, or the representative of any other party except for the limited purpose stated in Section 8.10 below.

8.8 Nothing expressed or implied in this Agreement is intended to confer—nor shall anything herein confer—any rights, remedies, obligation, or liabilities whatsoever upon any person other than the Client, MedTrak, and their respective successors and assigns.

8.9 No party (nor their respective employees, directors, affiliates, or agents) shall be liable to the other for any special, consequential, incidental, indirect, punitive, or exemplary damages. Except as set forth in Sections 8.2, 8.3, and 8.4, no party's liability to any other shall exceed the direct, actual Losses related to a breach of this Agreement.

9. MISCELLANEOUS

9.1 The terms of this Agreement shall be governed by the laws of the state of Missouri.

9.2 This Agreement may not be amended, supplemented or changed in any manner except by a written instrument executed by the parties.

9.3 This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns. Any party hereto may assign its respective rights hereunder to any successor or assign as long as such successor or assign also assumes all of the obligations of the party making such assignment. TPA and Client acknowledge that persons and entities under contract with MedTrak may perform certain administrative services pursuant to this Agreement, provided that MedTrak (or its assignee) shall remain responsible for the proper performance of its obligations in accordance with the terms of this Agreement. The respective obligations of TPA and Client hereunder may not be assigned nor any portions of their respective duties subcontracted without the prior written consent of MedTrak, which shall not be unreasonably withheld.

9.4 This Agreement and any schedules, exhibits, and/or addenda referred to herein or attached hereto constitute the entire contract between the Parties with regard to the subject matter hereof, and supersede all prior agreements and understandings between the Parties, both written and oral, relating to the subject matter hereof. Any waiver of any breach of any provision of this Agreement shall not be a waiver of any subsequent breach of any provision of this Agreement. The terms and conditions of this Agreement are the result of an arm's length negotiations between the Parties and each Party has had the opportunity to obtain the advice of legal counsel regarding the negotiations and execution of this Agreement.

9.5 The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be to give the effect of any exclusion or limitation herein.

9.6 Any notices required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid. Any such notice from TPA or Client shall be sent to the office of MedTrak. Any such notice from MedTrak shall be sent to the office of TPA or Client, respectively.

9.7 In the event of the unenforceability or invalidity of any section or provision of this Agreement, such section or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other section or provision of this Agreement, and this Agreement shall otherwise remain in full force and effect.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first set forth above.

CONSOCIATE, INC.:

By: FB4FFDE5AE3B449...

Name: Terry Lovekamp

Title: Chief Financial Officer

MEDTRAK SERVICES, LLC:

By: Laurie A. Stowe

Name: Dan Robson

Title: President

Exhibit A
Administration Services

MedTrak will:

1. Maintain a network of independently contracted Participating Pharmacies to provide Covered Medications to Eligible Members.

2. Design the Pharmacy Benefit for each Client in the System and activate the POS system on the respective Start Date.

3. Load and test Eligible Member information in the System. MedTrak requires a minimum of two weeks to test the accuracy of the initial Eligible Member information provided. MedTrak is not responsible for inaccuracies in initial Eligible Member information in the System until such time as MedTrak has tested it.

4. Process and adjudicate Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members, including:
   a. Verification that the Eligible Member is eligible on the date the Drug Product is dispensed.
   b. Verification that the Drug Product dispensed is a Covered Medication.
   c. Verification that the supply of the Drug Product dispensed is in the quantity permitted under the Plan Sponsor's Plan.
   d. Pricing of the Claim.
   e. Production and issuance of explanations of benefits (EOBs) for out-of-network Claims.
   f. Production and issuance of Claims checks.
   g. Tracking or application of any Eligible Member Deductible (as defined on Exhibit D), Copayment (as defined on Exhibit D), or Pharmacy Benefit maximum.

5. Maintain the Claims data supporting the invoice statements for Covered Medications dispensed by Participating Pharmacies and by non-Participating Pharmacies.

6. Provide Plan Sponsor with access to standard management reports.

7. Produce and distribute Cardholder Information, which includes:
   a. Identification Cards (or Forms)
   b. Plan information
   c. Participating Pharmacy directory
   d. Formulary (if necessary)

8. Conduct retrospective and concurrent drug utilization review and coordinate with Physicians to identify instances of misuse and abuse and prevent future misuse and abuse.

9. When specifically requested by Client, implement a Therapeutic Intervention Program, which is a proprietary program created by MedTrak to educate Eligible Members and their Physicians about preferred Drug Products on the Formulary and encourage Physicians to prescribe, and Eligible Members to use, said Drug Products.

10. Conduct an annual member satisfaction survey and report results to Client if Client agrees to distribute the survey instrument through Client's internal email system.

11. Provide prior authorization ("Prior Authorization") services as set forth and directed by the Client for the Drug Products designated in Pharmacy Benefit implementation documents, as may be updated by the Client from time to time. Drug Products subject to Prior Authorization must meet Client-approved coverage criteria for any such Drug Product to qualify as a Covered Medication. To determine whether any Drug Product should be authorized for coverage under the Plan, MedTrak will apply the applicable coverage criteria and rely on information provided by the Eligible Member's prescriber. MedTrak will not attempt to make a determination of medical necessity and shall rely on the medical determination made by the prescriber to make a coverage determination.

Exhibit B
Appeals Process

The following is a summary of MedTrak's appeals process related to the Pharmacy Benefit for Eligible Members, which may be updated from time to time at the discretion of MedTrak or as required by applicable law. The most current version of MedTrak's appeals process is available upon request.

1. Appealing a Denied Claim

If a claim for benefits is denied, you may call MedTrak toll free at (800)771-4648 to resolve your issue over the phone. If MedTrak is unable to resolve your issue, you have the right to file a formal appeal as described below. If you wish to appeal a denied request for benefits or a rescission of coverage, you or your authorized representative must submit your appeal in writing as described below within 180 days of receiving the adverse benefit determination.
This written request should include:

1. the participant's name and ID number as shown on the prescription benefits card;
2. the provider's name;
3. the date of service;
4. the reason you disagree with the denial or coverage decision; and
5. any documentation or other written information to support your appeal.

You or your authorized representative may send a written appeal to: MedTrak Services, Clinical Care Center, 7101 College Blvd, Suite 1000, Overland Park, KS 66210; or fax your request to: (866)552-8939.
For denied urgent claims for benefits, your provider may submit a written appeal as described above or call MedTrak toll free at (800)771-4648 to request an appeal.
Note: You may designate an authorized representative who has the authority to represent you in all matters concerning your claim or appeal of a claim determination. If you have an authorized representative, any references to "you" or "participant" herein will also refer to the authorized representative.

2. Internal Appeal

MedTrak will conduct a full and fair review of your appeal. The appeal may be reviewed by two pharmacists who did not make the initial benefit determination. If MedTrak upholds the denial, you will receive a written explanation of the facts and basis for the denial and a description of additional appeal procedures, if applicable. If MedTrak overturns the denial and approves the Claim, you will receive notification and Benefits will be paid, as appropriate.

If your urgent care claim was denied, you may request an expedited external review at the same time that you request an expedited internal appeal to MedTrak. Immediately upon receipt of your request for an expedited external review, MedTrak will determine whether the request meets the reviewability requirements for an external review. Immediately upon completing this review, MedTrak will (i) submit the request to an independent review organization for external review; (ii) notify you or your provider that the request is not complete, and additional information is needed (along with a list of the information needed to complete the request); or (iii) notify you and/or your provider that the request is complete, but not eligible for review.

3. Reconsideration – Failure to Meet Coverage Criteria

MedTrak applies a review process to certain drugs to define the conditions ("Coverage Criteria") under which such drugs will be covered under your pharmacy benefits. These Coverage Criteria are developed by the MedTrak Clinical Care Center and are subject to review and revision from time to time. In the event such Coverage Criteria are not met, the benefit or claim is not a covered benefit, and therefore not eligible for the other appeal rights provided herein. However, you or your provider may request that MedTrak reconsider the application of the Coverage Criteria. Upon receipt of such request, two pharmacists not involved in the initial review will reconsider the Coverage Criteria denial and provide notice to you of the outcome of such reconsideration.

4. External Review

If you are not satisfied with the determination made during the internal review, or if MedTrak fails to respond to your appeal within the applicable time, you may be entitled to request an immediate external review of the determination made by MedTrak. If one of the above applies, you may request a free external review of an adverse benefit determination if (i) the determination involves a question of medical judgment; (ii) coverage was terminated retroactively; or (iii) if it is otherwise required by applicable law. You may also have the right to pursue external review in the event that MedTrak has failed to

comply with the internal claims and appeals process, except if such failure is related to minor violations that did not cause, and are not likely to cause, you harm.

You may request (i) a standard external review by sending a written request to the address set out in the determination letter or (ii) an expedited external review, in urgent situations as detailed below, by calling MedTrak toll free at (800)771-4648 or by sending a written request to the address set out in the determination letter. A request must be made within 120 days from the date of the final internal determination from MedTrak. An external review request should include (i) a specific request for an external review; (ii) the participant's name, address, and insurance ID number; (iii) your authorized representative's name and address, when applicable; (iv) the service that was denied, the date of service, the provider's name; and (iv) any new, relevant information that was not provided during the internal appeal. An external review will be performed by an Independent Review Organization (IRO). MedTrak has entered into agreements with three or more IROs that have agreed to perform such reviews. There are two types of external reviews available, a standard external review and an expedited external review.

5. Standard External Review

Within the applicable time frame, MedTrak will review the external review request to determine whether (i) the applicable member was covered under the Plan at the time the prescription drug product or service at issue in the request was provided or requested; (ii) the applicable internal appeals have been exhausted; and (iii) all the information and forms required to process the request have been provided. Following review, MedTrak will forward the information to the appropriate IRO, which is determined by rotating review assignments among the IROs. MedTrak will provide the assigned IRO with the documents and information considered in making the determination. The documents include (a) all relevant medical records; (b) all other documents relied upon by MedTrak; (c) all other information or evidence that you or your provider submitted regarding the claim; and (d) all other information or evidence that you or your provider wish to submit regarding the claim, including, as explained below, any information or evidence that was not previously provided. If your claim involves an issue of medical judgment or rescission that is subject to external review, you may submit in writing to the IRO within ten (10) business days following the date you receive notice from the IRO, any additional information that you want the IRO to consider when conducting the external review. In reaching a decision, the IRO will review the claim without regard to any decisions or conclusions reached by MedTrak. The IRO will provide written notice of its determination (the "Final External Review Decision") within 45 days after it receives the request for the external review (unless the IRO requests additional time and you agree). The IRO will deliver the notice of Final External Review Decision to you and MedTrak, including the basis for its determination. Upon receipt of a Final External Review Decision reversing the determination by MedTrak, MedTrak will notify you within 48 hours of receiving the IRO's decision. The Plan will immediately provide coverage or payment of the Benefits at issue in accordance with the terms and conditions of the Plan. If the Final External Review Decision is that payment or referral will not be made, the Plan will not be obligated to provide benefits for the prescription drug product or service and you will have exhausted your appeal rights. All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

6. Expedited External Review

An expedited external review is similar to a standard external review, except with certain shorter time periods, and the timeframe for you or your provider to submit additional information to the IRO is eliminated. In some instances you may file an expedited external review before completing the internal appeals process. You may make a written or verbal request for an expedited external review if you receive either (i) an adverse benefit determination of a claim or appeal if the adverse benefit determination involves a medical condition for which, in the opinion of your prescriber, the time frame for completion of an expedited internal appeal would seriously jeopardize the life or health of the participant or would jeopardize the participant's ability to regain maximum function and you have filed a request for an expedited internal appeal; or (ii) a final appeal decision, if the determination, in the opinion of your prescriber, involves a medical condition where the time frame for completion of a standard external review would seriously jeopardize the life or health of the participant or would jeopardize the participant's ability to regain maximum function, or if the final appeal decision concerns an admission, availability of care, continued stay, or prescription drug product or service for which the participant received emergency services, but has not been discharged from a facility. Immediately upon receipt of the request, MedTrak will determine whether the participant (i) was covered under the Plan at the time the prescription drug product or service that is at issue in the request was provided; and (ii) has provided all the information and forms required so that MedTrak may process the request. After completing the review, MedTrak will immediately assign an IRO in the same manner MedTrak utilizes to assign standard external reviews to IROs. The IRO will determine if the matter contains an issue involving medical judgment and, upon a determination that a request is eligible for expedited external review. MedTrak will provide all necessary documents and information considered in making the determination to the assigned IRO. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the same type of information

and documents considered in a standard external review. In reaching a decision, the IRO will review the claim without regard to any decisions or conclusions reached by MedTrak. The IRO will provide notice of the Final External Review Decision for an expedited external review as expeditiously as the participant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request. If the IRO's notice of the Final External Review Decision is not in writing, within 48 hours of providing such notice, the assigned IRO will provide written confirmation of the decision to you and to MedTrak. All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

7. Time Frames

The following list provides the required timing for the corresponding actions. The timing is based on when the request is received, unless otherwise noted below.

a. **Urgent Care Claims**
   i. If your Request is complete, MedTrak must notify you and your provider of the benefit determination within 72 hours.
   ii. If your request is incomplete, MedTrak must notify you that it is incomplete within 24 hours.
      1. You must then provide the completed request to MedTrak within 48 hours after receiving the notice requiring additional information.
      2. MedTrak must notify you and your provider of the benefit determination within 48 hours after receiving the additional information.
   iii. If MedTrak denies your request for benefits, you must appeal an adverse benefit determination no later than 180 days after receiving such determination.
   iv. MedTrak must notify you of the internal appeal decision within 72 hours of receiving the appeal.

b. **Pre-Service Claims** (a Claim submitted prior to receiving the benefit)
   i. If your request for benefits is filed improperly, MedTrak must notify you within 5 days.
   ii. If your request for benefits is incomplete, MedTrak must notify you within 15 days.
   iii. You must then provide completed request for benefits information to MedTrak within 45 days.
   iv. MedTrak must notify you of the benefit determination within 15 days of a completed request or upon the receipt of all additional required information if your initial request was incomplete.
   v. You must appeal an adverse benefit determination no later than 180 days after receiving such determination.
   vi. MedTrak must notify you of the internal appeal decision within 15 days of receiving such appeal.

c. **Post-Service Claims** – a claim submitted after receiving the benefit
   i. If your claim is incomplete, MedTrak must notify you within 30 days.
   ii. You must then provide completed claim information to MedTrak within 45 days.
   iii. MedTrak must notify you of the benefit determination 30 days of a completed claim filing or upon the receipt of all additional required information if your initial claim was incomplete.
   iv. You must appeal an adverse benefit determination no later than 180 days after receiving such determination.
   v. MedTrak must notify you of the internal appeal decision within 15 days of receiving such appeal.

d. **External Review**
   i. You must submit a request for external review to MedTrak within 120 days after receiving the internal appeal determination.
   ii. For an expedited external review, the IRO will provide notice of its determination within 72 hours.
   iii. For a standard external review, MedTrak will complete a preliminary review to ensure the request meets requirements for an external review within 5 business days.
   iv. You may submit in writing to the IRO any additional information that you want the IRO to consider within 10 business days.
   v. For a standard external review, the IRO will provide written notice of its determination within 45 days.

Exhibit C
Financial Terms

Pursuant to the Client Agreement, each Client shall elect one of the various pricing options set forth in this Exhibit D as Exhibit D-1, Exhibit D-2, etc. The provisions of this Exhibit D shall apply to all pricing options, and any reference to "Exhibit D" in this Agreement, the Client Agreement, and all Exhibits and other attachments shall include all pricing options, as applicable to each particular Client.

1. Definitions

   a. "Average Wholesale Price" or "AWP" means the current wholesale price of a "Drug Product" as established by its manufacturer and as reported in a nationally recognized drug database.

   b. "Brand Drug Product" means a "Drug Product" single-source and multisource "Drug Product" based on indicators set forth in Medi-Span and consistent with standard practice utilized for all clients; provided, however, certain Drug Products licensed and marketed as brand name drugs with at least one (1) competing generic equivalent of the marketed brand name drug may process as a Generic Drug Product for adjudication and Copay purposes.

   c. "Compound Drug" means a formulation containing one or more "Drug Products", which is extemporaneously prepared by a Participating Pharmacy in accordance with a Physician's prescription order.

   d. "Copayment" or "Deductible" means the amount an Eligible Member is required to pay a Participating Pharmacy, in accordance with the terms of the Plan, for a Covered Medication dispensed by the Participating Pharmacy.

   e. "Generic Drug Product" means a Drug Product with an FDA-approved "Abbreviated New Drug Application" (or "ANDA") and determined using indicators from Medi-Span (or other nationally recognized drug database) on the basis of a standard brand/generic algorithm utilized for all MedTrak clients, which shall be provided to TPA upon request

   f. "Limited Distribution Drug" or "LDD" means a Drug that is only available through a limited number of specialty pharmacies.

   g. "Maximum Allowable Cost" or "MAC" means the maximum cost allowed for a Generic Drug Product, as set by MedTrak from time to time.

   h. "Orphan Drug" means a drug intended for use in a rare disease or condition as defined by the Orphan Drug Act.

   i. "PMPM" means per member per month.

   j. "Specialty Drug" means a high-cost, complex pharmaceutical that may have unique clinical, administration, distribution, or handling requirements and may not be commonly available through traditional retail or mail pharmacies; excluding, however, all Limited Distribution Drugs and Orphan Drugs.

   k. "Specialty Drug List" means a list of Specialty Drugs, Limited Distribution Drugs, and Orphan Drugs maintained by MedTrak and updated from time to time in the sole discretion of MedTrak, which shall be provided to TPA in Excel format upon request.

   l. "Usual and Customary Charge" or "U&C" means the Pharmacy Services price Pharmacy submits to MedTrak as its usual and customary charge.

2. Retail Pharmacy Paid Claim Charge

   For each Covered Medication dispensed by a retail Participating Pharmacy to an Eligible Member, Client agrees to pay MedTrak the "Retail Pharmacy Paid Claim Charge", plus any applicable sales or excise tax or other handling or governmental charge (as determined by law), less any applicable Copayment or Deductible, as described in the Plan. The Retail Pharmacy Service Charge is:

   a. For Brand Drug Products, 30-Day's Supply, the lesser of: (i) the applicable AWP discount for Brand Drug Products set forth in the table below plus a $0.75 dispensing fee, or (ii) the U&C.
   b. For Generic Drug Products, 30-Day's Supply, the lesser of: (i) MAC plus a $0.75 dispensing fee, (ii) the applicable AWP discount for Brand Drug Products set forth in the table below plus a $0.75 dispensing fee; or (iii) the U&C.
   c. For Brand Drug Products, 90-Day's Supply, the lesser of: (i) the applicable AWP discount for Brand Drug Products set forth in the table below plus a $0.00 dispensing fee, or (ii) the U&C.

d. For Generic Drug Products, 90-Day's Supply, the lesser of: (i) MAC plus a $0.00 dispensing fee, (ii) the applicable AWP discount for Brand Drug Products set forth in the table below plus a $0.00 dispensing fee, or (iii) the U&C.
e. For Compound Drugs, the aggregate amount of the lesser of logic of each ingredient contained in the Compound Drug plus a compounding fee submitted by the Participating Pharmacy (net of any co-payments, coinsurances, or deductible amounts), plus any applicable sales or excise tax or other handling or governmental charge (as determined by law).

For purposes of the foregoing provisions in this Exhibit D, any reference to "Retail 30" or "30-Days' Supply" or "30-day supplies" shall mean any Covered Medication dispensed in a 1- to 83-day supply; and, provided further, any reference to "Retail 90" or "90-Days' Supply" or "90-day supplies" shall mean any Covered Medication dispensed in a days' supply of 84 or more.

Subject to the terms and conditions herein, MedTrak shall provide Client with the following dollar-for-dollar minimum financial guarantees with respect to Retail Pharmacy Paid Claim Charges:

Post-AWP Settlement Minimum Discount Guarantees & Maximum Dispensing Fees	
Type	**Retail**
Retail 30 Brand Drug Products	**AWP – 17.50% Discount** **$0.75 Dispensing Fee**
Retail 90 Brand Drug Products	**AWP – 21% Discount** **$0.00 Dispensing Fee**
Retail 30 Generic Drug Products	**AWP – 81% Discount** **$0.75 Dispensing Fee**
Retail 90 Generic Drug Products	**AWP – 84% Discount** **$0.00 Dispensing Fee**

With respect to the foregoing Generic Drug Product guarantees, the effective generic discount and the generic discount guarantee calculation includes Claims for the following: MAC generics, non-MAC generics, multi-source generics, generics in their FDA-granted exclusivity period, patent litigated generics, generics with limited supply, U&C Claims, and generic medications prescribed and/or dispensed in conjunction with a specialty medication. The above generics will NOT be included in the brand discount guarantees.

The following types of Claims shall be excluded from the foregoing guarantees: Specialty Drugs, single-source generics, Compound Drugs, vaccines, in-house Claims, reversed Claims, OTC Drug Products, Claims subject to Most Favored Nations pricing, and Claims for Drug Products designated as "Currently in Shortage" or other similar designation in the Drug Shortages database maintained by the FDA.

100% member paid claims (zero balance due claims) will be included in the foregoing guarantees, with discounts for these claims calculated based on the ingredient cost prior to the application of member paid amount.

Eligible Members shall pay the lowest of MAC, AWP discount, U&C, and Copay.

Additionally, if Client requires MedTrak to include any currently non-contracted pharmacies as Participating Pharmacies, and MedTrak is unable to obtain rates from such pharmacies as favorable as those guaranteed by MedTrak hereunder, then Claims from such pharmacies shall also be excluded from the financial guarantees hereunder. If at any time applicable laws, regulations or administrative or judicial interpretations or rulings increase the amounts MedTrak must pay to Participating Pharmacies, the foregoing financial guarantees will be amended by mutual agreement of the parties to reflect such increase.

3. Mail Pharmacy Paid Claim Charge

The mail Participating Pharmacy designated by MedTrak and approved by Client is the exclusive provider of mail Pharmacy Services. For each Covered Medication dispensed by the mail Participating Pharmacy to an Eligible Member, Client agrees to pay MedTrak the mail pharmacy Paid Claim Charge, plus any applicable sales or excise tax or other

handling or governmental charge (as determined by law), less any applicable Copayment or Deductible, as described in the Plan. The Mail Pharmacy Service Charge is:

a. For Brand Drug Products, AWP – 24% plus a $0.00 dispensing fee.
b. For Generic Drug Products, AWP – 84% plus a $0.00 dispensing fee.
c. For Compound Drugs, the aggregate amount of the lesser of logic of each ingredient contained in the Compound Drug plus a compounding fee submitted by the Participating Pharmacy (net of any co-payments, coinsurances, or deductible amounts), plus any applicable sales or excise tax or other handling or governmental charge (as determined by law).

4. Best-In-Class Specialty Pharmacy Paid Claim Charge

The "Best-In-Class Specialty" Participating Pharmacies designated by MedTrak and approved by Client are the exclusive providers of specialty Pharmacy Services. If and when Client elects to participate in MedTrak's Best-In-Class Specialty Pharmacy program, for each Covered Medication that is a Specialty Drug, and dispensed by a Best-In-Class Specialty Participating Pharmacy, Client agrees to pay MedTrak the "Best-In-Class Specialty Pharmacy Paid Claim Charge", expressed as an AWP discount, plus any applicable sales or excise tax or other handling or governmental charge (as determined by law), less any applicable Copayment or Deductible, as described in the Plan. The Best-In-Class Specialty Pharmacy Service Charge is maintained by MedTrak on the Specialty Drug List, which may be updated from time to time in MedTrak's discretion and provided to Client upon request. The Best-In-Class Specialty Pharmacy Service Charge includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The Best-In-Class Specialty Pharmacy Service Charge does not include the cost of home infusion supplies, devices and in-home nursing services. MedTrak reserves the right to modify the Specialty Drug List from time to time.

Notwithstanding the foregoing, and subject to the terms and conditions herein, with respect to Specialty Drugs dispensed by authorized BIC Specialty Pharmacies only, MedTrak shall provide Client with the following minimum financial guarantee with respect to Best-In-Class Specialty Pharmacy Service Charge:

Post-AWP Settlement Minimum Discount Guarantees & Maximum Dispensing Fees	
Type	**Best-in-Class (BIC) Network**
Specialty Drugs	**AWP – 19% Discount** **$0.00 Dispensing Fee**

The following types of Claims shall be excluded from the foregoing BIC Specialty guarantees: Compound Drug Claims; reversed Claims; OTC Drug Products; Limited Distribution Drugs (which may include Orphan Drugs); U&C Claims; and Claims for any Specialty Drug Products dispensed by a pharmacy that is not a BIC Specialty Pharmacy awarded that particular Specialty Drug Product. Note that with respect to Specialty Drug Products dispensed by a pharmacy that is not a BIC Specialty Pharmacy awarded that particular Specialty Drug Product, MedTrak will bill to Client, and Client shall pay MedTrak, the Non Best-In-Class Specialty Pharmacy Paid Claim Charge specified further below in this Exhibit D.

This rate includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The rate does not include the cost of home infusion supplies, devices and in-home nursing services. This rate also does not apply to Limited Distribution Drugs, which are negotiated separately.

5. Non-Best-In-Class Specialty Pharmacy Paid Claim Charge

In the event that a Specialty Drug, Limited Distribution Drug, or Orphan Drug is dispensed from a pharmacy other than the Best-In-Class Specialty Participating Pharmacy listed on the Specialty Drug List, Client agrees to pay MedTrak the "Non-Best-In-Class Specialty Pharmacy Paid Claim Charge", plus any applicable sales or excise tax or other handling or governmental charges (as determined by law), less any applicable Copayment and/or Deductible, as described in the Plan. The Non-Best-In-Class Specialty Pharmacy Service Charge is:

a. For Brand Drug Products, AWP – 11% plus a $0.75 dispensing fee.
b. For Generic Drug Products, AWP – 11% plus a $0.75 dispensing fee.

The Non-Best-In-Class Specialty Pharmacy Service Charge includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The Non-Best-In-Class Specialty Pharmacy Service Charge does not include the cost of home infusion supplies, devices and in-home nursing services.

The Non-Best-In-Class Specialty Pharmacy Paid Claim Charge does not apply to Limited Distribution Drugs. MedTrak will submit all Claims for Limited Distribution Drugs by Non-Best-In-Class Specialty Pharmacies to Client for authorization.

6. Miscellaneous Charges

Client shall pay the Miscellaneous Charges to MedTrak listed below:

a. Administration Fee: $0.00 per paid Claim.
b. Direct member reimbursement Claims: $2.50 per such Claim.
c. Prior Authorizations:
    i. Simple Review (prescriber outreach & BIC member advocacy referral): $10.00 per review.
    ii. Complex Criteria Review (pharmacist review of coverage criteria involving physician): $50.00 per review.
    iii. Pharmacist Clinical Review (review of experimental/investigational Drug Product): $75.00 per review.
d. External Appeal of Coverage Denial – Pursuant to the Appeals Process set forth on Exhibit C, MedTrak may request an external appeal review from an accredited independent review organization ("IRO") in the event of a coverage denial. MedTrak will pass through all costs of the IRO to Client as a billed charge pursuant to the payment terms of this Agreement, as well as a $100.00 fee paid to MedTrak for the administration of such review.
e. For each Vaccine Claim covered by Client and processed through a Participating Pharmacy contracted with MedTrak to administer Vaccines, Client agrees to pay an additional Vaccine Administration Charge of up to, but not more than, $25.00 per Claim.
f. Cardholder Identification ("ID") Cards – MedTrak issues initial Cardholder ID Cards to Client prior to the Effective Date at $1.00 per ID Card. After the Effective Date, MedTrak issues Cardholder ID Cards to Client at $1.00 per ID Card. If Client requests MedTrak to send Cardholder ID Cards to each Cardholder, Client agrees to pay MedTrak's applicable postage costs.

7. Program Charges

If Client elects to implement any of the below listed MedTrak Programs, Client shall pay the corresponding Program Charges to MedTrak listed below:

a. RightCHOICE Program: $0.05 PMPM.
b. Medical Channel Management Program: $0.10 PMPM.
c. All MedTrak Step Therapy Programs: $0.20 PMPM.
d. BIC Align Program: $0.20 PMPM.
e. Rx-OTC Program: $0.05 PMPM.
f. CareTrakRx-Pain Management Program: $0.10 PMPM.

8. Formulary Program Discounts

MedTrak will pay Formulary Program (as defined below in Exhibit E to this Agreement) discounts, in the form of Rebates, to Client subject to Client's participation in the Formulary Program and overall compliance with Exhibit E to this Agreement. Subject to such compliance, eighty-five percent (85%) of all payments to MedTrak by pharmaceutical manufacturers or intermediaries that are denominated by such manufacturers or intermediaries as Rebates in agreements with MedTrak and that are attributed directly to the claims for Pharmacy Services paid by Client shall be transferred to Client. Client agrees that Rebate payments are based upon Plan design over which MedTrak has no discretionary control or authority, and such rebate payments are subject to change due to various factors, as described in this Agreement. Rebate payments are made within thirty (30) days after six (6) months from the end of the quarter in which Paid Claims were incurred. Notwithstanding the foregoing, the aggregate amount of the percentage of rebates set forth above shall not be less than the aggregate amount of the minimum rebates across all channels as set forth below:

For qualified 3-Tier Plans on the Select Formulary:
a. dispensed through a retail pharmacy for a 30-day supply, MedTrak shall pay Client $140.00.
b. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a retail pharmacy for a 90-day supply, MedTrak shall pay Client $400.00.
c. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a mail pharmacy, MedTrak shall pay Client $600.00.
d. For each eligible Brand Drug Product, as described in Exhibit E, that is a Specialty Drug Covered Medication dispensed through a contracted pharmacy, MedTrak shall pay Client $1,300.00.

For 2-Tier Plans on the Select Formulary:

a. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a retail pharmacy for a 30-day supply, MedTrak shall pay Client $120.00.
b. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a retail pharmacy for a 90-day supply, MedTrak shall pay Client $300.00.
c. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a mail pharmacy, MedTrak shall pay Client $500.00.
d. For each eligible Brand Drug Product, as described in Exhibit E, that is a Specialty Drug Covered Medication dispensed through a contracted pharmacy, MedTrak shall pay Client $1,000.00.

For qualified 3-Tier Plans on National Formulary:

a. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a retail pharmacy for a 30-day supply, MedTrak shall pay Client $105.00.
b. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a retail pharmacy for a 90-day supply, MedTrak shall pay Client $250.00.
c. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a mail pharmacy, MedTrak shall pay Client $300.00.
d. For each eligible Brand Drug Product, as described in Exhibit E, that is a Specialty Drug Covered Medication dispensed through a contracted pharmacy, MedTrak shall pay Client $950.00.

For 2-Tier Plans on the National Formulary:

a. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a retail pharmacy for a 30-day supply, MedTrak shall pay Client $95.00.
b. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a retail pharmacy for a 90-day supply, MedTrak shall pay Client $215.00.
c. For each eligible Brand Drug Product, as described in Exhibit E, that is a non-Specialty Drug Covered Medication dispensed through a mail pharmacy, MedTrak shall pay Client $260.00.
d. For each eligible Brand Drug Product, as described in Exhibit E, that is a Specialty Drug Covered Medication dispensed through a contracted pharmacy, MedTrak shall pay Client $675.00.

9. Third-Party Fee Disclosure

Client acknowledges that it has retained TPA as a consultant to Client's Pharmacy Benefit Plan and/or this Agreement (the "TPA Services"); and, for so long as Client authorizes TPA as such, MedTrak is hereby directed to pay TPA on Client's behalf, from any amounts received from Client under this Agreement, the amount set forth below, which will be paid quarterly to TPA (the "TPA Fee"). The TPA Fee will compensate TPA for such TPA Services performed on behalf of Client, and will be calculated and paid in the amount of $2.25 per paid Claim.

Client acknowledges that it has retained Leaf Health ("Consultant") as a consultant to Client's Pharmacy Benefit Plan and/or this Agreement (the "Consultant Services"); and, for so long as Client authorizes Consultant as such, MedTrak is hereby directed to pay Consultant on Client's behalf, from any amounts received from Client under this Agreement, the amount set forth below, which will be paid quarterly to Consultant (the "Consultant Fee"). The Consultant Fee will compensate Consultant for such Consultant Services performed on behalf of Client, and will be calculated and paid in the amount of $0.75 per paid Claim.

Exhibit D
Formulary Program

1. Definitions

   a. "Formulary Program" shall mean a program established by MedTrak under which pharmaceutical manufacturers provide MedTrak with discounts, which are (i) due and payable to MedTrak pursuant to the terms of contracts with pharmaceutical manufacturers; and (ii) directly attributable to the dispensing of Covered Medications on the Formulary to Eligible Members.

   b. "Formulary Program Claim Exclusions" shall mean (i) Claims for Brand Drug Products that are also available as Generic Drug Products, (ii) 100% Copayment Claims, (iii) Claims submitted by Eligible Members, (iv) Claims where MedTrak is the secondary payer, (v) Claims for Compound Drugs and over-the-counter Drug Products, and (vi) Claims filled through Client-owned, university, long term care, 340b pharmacies, or pharmacies located on the premises of a Client.

   c. "Rebates" shall mean retrospective rebates paid to MedTrak that are directly attributable to the utilization of certain pharmaceuticals by Eligible Members.

2. Terms of Formulary Program

   a. MedTrak agrees to allow Client to participate in the Formulary Program in Client's sole discretion, and MedTrak agrees to pay certain Formulary Program discounts to Client to the extent such Formulary Program discounts are attributable to Client's participation in the Formulary Program and Eligible Members' use of the Formulary, and as are described in Exhibit C, but if and only if Client meets its obligations under Exhibit C and this Exhibit D of this Agreement, and if and only if Client meets such other reasonable and generally applicable requirements for participation in the Formulary Program and associated parameters as may be communicated by MedTrak to Client from time to time.

   b. Client (or TPA) shall have sole discretion regarding participation in MedTrak's Formulary Program, which may include, but is not limited to, the distribution of Formularies to Cardholders prior to the Effective Date and as necessary thereafter, and which participation shall require Client's conformance to the Formulary. By choosing to participate in the Formulary Program, Client further warrants that Client is not participating in any other formulary program and that neither TPA nor any other agent of Client is participating in any other formulary program on behalf of Client.

   c. Client understands that its eligibility to receive any payments from MedTrak under this Exhibit D may change from time to time due to changes in Client's Plan; changes in MedTrak's agreements with pharmaceutical manufacturers or Rebate intermediaries; changes in laws or governmental actions, including but not limited to such laws or actions affecting prescription drug benefits, benefits structure, or pricing (including Rebates); the selection of certain services, such as prior authorization or open formulary management; or any change in the Formulary Program. Client acknowledges and agrees that only Claims for Brand Drug Products (as defined on Exhibit C) with an FDA-approved "New Drug Application" ("NDA") are eligible for such payments. Client further acknowledges and agrees that Formulary Program Claim Exclusions are not eligible for such payments.

   d. Subject to Client's participation in the Formulary Program and compliance with Sections 2.b. and 2.c., above, MedTrak shall pay to Client certain amounts received by MedTrak as discounts or Rebates, pursuant to the Formulary Program, from drug manufacturers or intermediaries, which amounts are denominated as discounts or Rebates by such manufacturers or intermediaries and which are attributable to Pharmacy Services utilized by Eligible Members, and consistent with the amounts provided for in accordance with Exhibit C hereto. Client acknowledges and agrees that it shall not have a right to interest on, or the time value of, any discount, Rebate or other payments received by MedTrak during the collection period for monies payable to Client under this Exhibit D. Client acknowledges that Rebate payments from manufacturers or intermediaries are received on a periodic basis by MedTrak and relate to earlier months'

claims. In the event Client is in breach of this Agreement, MedTrak reserves the right to delay payment to Client of any amounts hereunder and to offset any Rebate payments otherwise due hereunder.

e. Client acknowledges that it may be eligible for Rebate payments under this Agreement only so long as Client (or TPA) does not (i) contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs without MedTrak's prior written consent, (ii) change the Plan to add a new Drug Product exclusion after the Effective Date, or (iii) realize a material change in the utilization of rebate eligible Drug Products. In the event that Client negotiates or arranges with a pharmaceutical manufacturer or intermediary for rebates or similar discounts, without limiting MedTrak's right to other remedies, MedTrak may immediately terminate Client's participation in the Formulary Program, terminate this Agreement according to the terms of Section 5.2 hereof, and/or recover from Client all amounts paid by MedTrak to Client for Rebates on claims submitted by Client (or on behalf of Client) for Rebates other than through MedTrak.

f. Client hereby represents and warrants, and shall recertify on a periodic basis in a form acceptable to MedTrak, with respect to any Plan which receives funding from Medicare/Medicaid, Title V, Children's Medical Services, or another government healthcare program as defined in Section 1128(h) of the Social Security Act (or any successor thereto) ("Government Programs") and for which the Client receives amounts hereunder that are attributable to such Plan, each such Plan is operating under a risk contract with the Centers for Medicare and Medicaid Services ("CMS") or a state Medicaid program, and operates in accordance with §§ 1876(g) or 1903(m) of the Social Security Act, under a federal statutory demonstration authority or successor statute or authority. Client agrees to notify MedTrak in writing of any such Plan that does not meet any of the criteria set forth herein, and MedTrak, in compliance with applicable law, shall not submit prescription drug claims for any Eligible Members in such Plan for prescriptions filled by a Participating Pharmacy. Nothing herein prohibits a Client that receives the retiree drug subsidy ("RDS") from CMS for eligible Plan Participants under the Medicare Part D Rules (42 C.F.R. Part 423, Subpart R) from receiving Rebates relating to such eligible Plan Participants' prescription drug claims under this Agreement. The parties hereto acknowledge and agree that any Rebate reimbursement provided to Client pursuant to this Agreement is a "discount" under 42 U.S.C. § 1320a-7b(b)(3) and 42 C.F.R. § 1001.952(h) (the "Discount Safe Harbor"). For the purpose of complying with the Discount Safe Harbor, MedTrak shall clearly denote in invoices and other statements amounts that constitute Rebate reimbursement hereunder. Client shall properly disclose and appropriately reflect all Rebate reimbursement in the costs claimed or the charges made to any Government Program. Without limiting the foregoing, if Client claims a subsidy from CMS for eligible Plan Participants under the Medicare Part D Rules (42 C.F.R. Part 423, Subpart R), Client shall properly disclose and appropriately reflect any Rebate reimbursement paid by MedTrak to Client in the Allowable Retiree Costs (as defined at 42 C.F.R. § 423.882) and other information submitted to CMS for payment of such subsidy in accordance with the Medicare Part D Rules, all applicable sub-regulatory guidance and CMS policies.

Client Agreement

This **Client Agreement** ("Client Agreement") is made and entered into by and between **MedTrak Services, L.L.C.** ("MedTrak") and **the CITY OF PEORIA, LC**, with an address of 401 West Washington Street, East Peoria, IL 61611 and organized under the laws of the State of Illinois ("Client"). This Client Agreement shall be effective as of the 1st day of May, 2020 (the "Effective Date").

RECITALS

A. MedTrak has previously entered into a Master Service Agreement with Consociate, Inc. ("TPA"), for the provision of pharmacy benefit management services to employers, health plans and payors who are clients of TPA (the "Master Agreement");

B. Client is a current, or prospective and imminently certain future Client of TPA;

C. Client has received from TPA a copy of the Master Agreement to which this Client Agreement relates, and has had the benefit of a full review and understanding of the Master Agreement prior to Client's execution of this Client Agreement;

D. Client acknowledges MedTrak's execution of the Master Agreement and commitment to be bound hereunder as if MedTrak was a signator to this Client Agreement as well; and

E. Client has chosen to obtain from MedTrak the PBM services described in the Master Agreement and as applicable to this Client Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Master Agreement and this Client Agreement, Client agrees with MedTrak as to the following terms and conditions:

STATEMENT OF AGREEMENT

1. **Capitalized Terms**. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Master Agreement.

2. **Term**. Subject to Paragraph 3 below, this Client Agreement will remain in full force and effect for an initial term of one (1) year commencing on the Effective Date hereof (the "Initial Term").

3. **Termination**. This Agreement may be terminated as provided in Article 6 of the Master Agreement. Neither party hereto may terminate this Client Agreement without cause or for no cause. Termination of the Master Agreement will not cause or be deemed to cause a termination of this Client Agreement, which in such case will continue in full force and effect subject to the provisions of Section 6.5 of the Master Agreement.

4. **Consulting Services**.

4.1 **Consulting Fees**. Client has retained TPA and Consultant to provide certain services to Client, including without limitation, the negotiation with MedTrak of the financial terms of the Master Agreement (the "Consulting Services"), which Client has given TPA and Consultant the authority to negotiate. Client desires that MedTrak shall charge Client an additional amount—which amount is included in the pricing charged to Client—to compensate TPA and Consultant for such Consulting Services, and Client hereby directs MedTrak to forward to TPA and Consultant on Client's behalf the amount of applicable fees as set forth and calculated in Exhibit C to the Master Agreement. Such fees will compensate TPA and Consultant for such Consulting Services performed on behalf of Client.

4.2 **Acknowledgement**. The parties acknowledge and agree that this Paragraph 4 (including its sub-paragraphs), and the payment of the Consulting Fees do not affect the amounts owed by Client (or by TPA on behalf of Client) to MedTrak under this Client Agreement; provided, however, that MedTrak is authorized to retain for its own benefit and not forward to TPA any amounts described in this Paragraph 4 (including its sub-paragraphs) if TPA (or Client, if and as applicable) fails to make timely payments to MedTrak for services provided by MedTrak hereunder.

5. **Client Agreement and Master Agreement**.

5.1 **Incorporation**. Client and MedTrak hereby acknowledge and agree that all provisions of the Master Agreement, including any and all attachments, exhibits and riders thereto, are hereby incorporated into this Client Agreement and made binding upon Client and MedTrak to the extent made applicable to such party. In the event of any conflict between this Client Agreement and the Master Agreement, the provisions of this Client Agreement shall prevail and control. Client hereby acknowledges and agrees that, pursuant to the Master Agreement, TPA is obligated to provide Client with a copy of the Master Agreement, and has in fact done so; and, Client agrees to all terms and conditions set forth in the Master Agreement, including without limitation, the financial terms set forth in Exhibit C thereto. MedTrak and Client each shall perform their respective duties, as described in the Master Agreement, as if such duties were made expressly a part of this Client Agreement.

5.2 **Payment**. Without limiting the generality of Paragraph 5.1 above, Client hereby expressly acknowledges and agrees that Client shall be solely, directly and ultimately responsible for the payment to MedTrak of any and all amounts required under Article 5 and Exhibit C of the Master Agreement for MedTrak's services provided hereunder; provided, further, that even if Client elects to make payments through TPA as may be permitted under Section 2.5 of the Master Agreement, Client shall remain jointly and severally liable with TPA for any failure to make any payments to MedTrak as may be required under the Master Agreement and/or this Client Agreement.

5.3 **Amendment**. In the event that the Master Agreement is amended in accordance with its terms, even if such amendment is between MedTrak and TPA, Client will be bound by the terms of any such amendment (including, without limitation, any amendment to the rates set forth in Exhibit C to the Master Agreement), unless Client provides MedTrak with notice of its intention to terminate this Client Agreement in accordance with this paragraph. Any such notice must be provided within fifteen (15) business days of Client's receipt of the notice of amendment and will be effective ninety (90) days following MedTrak's receipt of such notice. Pursuant to the Master Agreement, TPA is responsible for providing Client with notice of any amendment to the Master Agreement. Moreover, Client hereby expressly authorizes TPA to make any amendment to the Master Agreement from time to time, including any amendment to the rates set forth in Exhibit C, and Client agrees to be bound immediately by any such amendment to the extent it relates to any obligation or responsibility of Client under the Master Agreement and/or this Client Agreement.

6. **Miscellaneous**.

6.1 **Independent Contractors**. The parties are independent contracting parties, and nothing in this Client Agreement is intended to nor may anything in this Client Agreement be construed to create an agency, partnership, joint venture, employer/employee relationship, fiduciary relationship, or any other legal relationship between the parties other than or in addition to that of independent contracting parties. In the event an ambiguity or question of intent or interpretation arises, this Client Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Client Agreement. Each party acknowledges that it has been represented, or had the right to seek representation, by legal counsel in the negotiation and/or execution of this Client Agreement.

6.2 **Exclusivity**. Client acknowledges and agrees that MedTrak is and shall be the sole and exclusive provider of pharmacy benefit programs, pharmacy benefit management services, claim processing services, and any other PBM services described in the Master Agreement, to and on behalf of Client and Eligible Members.

6.3 **Notices**. All notices provided for herein must be in writing and sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt, to the other party's respective office or the addresses set forth in the first paragraph of this Client Agreement or below any party's written signature hereto. Each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or upon refusal to accept delivery. MedTrak and Client expressly acknowledge and agree that the notice provisions of the Master Agreement shall apply to the provision of notice by either MedTrak or Client pursuant to this Client Agreement.

6.4 **Entire Agreement**. This Client Agreement, including the Master Agreement, as incorporated herein, constitutes the entire agreement between the parties and supersedes any previous contract between the parties. Without limiting the generality of the foregoing, Client acknowledges and agrees that this Client Agreement, including the Master Agreement, supersedes any other agreement for PBM services that Client may have (or may have had), directly or indirectly, with MedTrak.

7. **Signatory Authority**. Client hereby represents and warrants that the individual signing this Client Agreement on its behalf is duly authorized to bind Client to all terms and conditions of this Client Agreement, including the Master Agreement. Client further acknowledges and agrees that, as consideration for Client's execution of this Client Agreement, Client accepts MedTrak's signature on the Master Agreement as MedTrak's promise and obligation to be bound by all terms and conditions of the Master Agreement, as well as this Client Agreement.

8. **Business Associate Agreement**. As set forth in the Master Agreement, Client acknowledges that MedTrak is a Business Associate of Client and/or its Plan. Accordingly, the Business Associate Addendum between MedTrak and Client, as attached hereto as Attachment E-1, is hereby incorporated herein by reference and made binding upon each of MedTrak and Client respectively.

IN WITNESS WHEREOF, and in consideration of MedTrak's execution of the Master Agreement and commitment to be bound by the provisions thereof and hereof, Client has executed and delivered this Client Agreement by Client's duly authorized representative below.

CITY OF EAST PEORIA, IL:

By: _____

Name: _____

Title: _____

Business Associate Addendum
to Client Agreement

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") is effective as of the date of the agreement between Client (a Covered Entity) and MedTrak (a Business Associate) to which this Addendum is attached (the "Agreement"). Pursuant to the Agreement, MedTrak performs certain services for Client, in connection with which MedTrak may receive from, or create or receive on behalf of, Client health information that is considered PHI (as defined below). To the extent that such PHI is shared between the parties, this Addendum shall apply and shall set forth each party's obligations with respect to such PHI. In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

TERMS

1. Definitions

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Rules (as defined below), the HITECH Standards (as defined below) or any future regulations promulgated or guidance issued by the Secretary (as defined below) thereunder.

a) Breach. "Breach" shall have the same meaning as the term "breach" at 45 C.F.R. § 164.402.

b) Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an Individual (as defined below) that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

c) Electronic PHI. "Electronic PHI" shall have the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by MedTrak from or on behalf of Client.

d) HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HIPAA Rules (as defined below) and the HITECH Standards (as defined below), and all future regulations promulgated thereunder.

e) HIPAA Rules. "HIPAA Rules" means each of the Privacy Rule (as defined below), the Security Rule (as defined below), the Breach Notification Rule, and the Enforcement Rule at 45 CFR Part 160 and Part 164.

f) HITECH Standards. "HITECH Standards" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules.

g) Individual. "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

h) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164.

i) Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by MedTrak from or on behalf of Client.

j) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

k) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

l) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

m) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160, 162, and 164.

n) Unsecured PHI. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

2. Relationship of Parties

In the performance of the work, duties, and obligations described in this Addendum, the Agreement, or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

3. Obligations and Activities of MedTrak

a) MedTrak agrees to not use or disclose PHI other than as permitted or required by this Addendum, the Agreement, any other agreement between the parties, or as Required By Law.

b) MedTrak will make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or, if needed by MedTrak, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for MedTrak to perform its obligations to Client under this Addendum, the Agreement, any other agreement between the parties, or as Required By Law.

c) MedTrak agrees to use appropriate safeguards to prevent the use or disclosure of PHI it creates, receives, maintains, or transmits on behalf of Client, other than as provided for by this Addendum or the Agreement.

d) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with the applicable requirements of the Security Rule in the same manner such provisions apply to Covered Entity.

e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

f) Following MedTrak's discovery of a Breach of Unsecured PHI, MedTrak shall notify Client of the Breach without unreasonable delay, and in no event later than ten (10) days after MedTrak, or any of its employees or agents, discovered the Breach. To the extent that MedTrak creates, receives, maintains or transmits Electronic PHI, MedTrak agrees to report as soon as practicable to Client any Security Incident, as determined by MedTrak, involving PHI of which MedTrak becomes aware. Notwithstanding the foregoing, MedTrak and Client acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Client acknowledges and agrees that no additional notification to Client of such unsuccessful Security Incidents is required. However, to the extent that MedTrak becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, MedTrak shall notify Client of these attempts and provide the name, if available, of said party. At the request of Client, MedTrak shall identify the date of the Security Incident, the scope of the Security Incident, MedTrak's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.

g) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable , MedTrak agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of MedTrak agree to the same restrictions, conditions, and requirements that apply through this Addendum to MedTrak with respect to such information.

h) MedTrak shall provide access, at the request of Client and in a time and manner mutually acceptable to MedTrak and Client, to PHI in a Designated Record Set to Client, or, as directed by Client, to an Individual or another person properly designated by the Individual, as necessary to satisfy Client's obligations under 45 C.F.R. § 164.524. If MedTrak maintains PHI electronically in a Designated Record Set and if an Individual requests an electronic copy of such information, MedTrak must provide Client, or the Individual or person properly designated by the Individual, as directed by Client, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable

electronic form and format as agreed to by MedTrak, Client, and the Individual. Any fee that MedTrak may charge for such electronic copy shall not be greater than MedTrak's labor and supply costs in responding to the request.

i) MedTrak agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set as directed or agreed to by Client pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Client's obligations under 45 CFR 164.526, in a time and manner mutually acceptable to MedTrak and Client.

j) MedTrak agrees to document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, MedTrak shall account for all disclosures of PHI made through an Electronic Health Record in accordance with the HITECH Standards and any future regulations promulgated thereunder.

k) Within ten (10) business days (or such other date that MedTrak and Client may reasonably agree upon) of receiving written notice from Client that Client has received a request for an accounting of disclosures of PHI, MedTrak agrees to make available the information collected as required to permit Client to provide an accounting of disclosures as necessary to satisfy Client's obligations under 45 C.F.R. § 164.528.

l) MedTrak shall make its internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by MedTrak on behalf of Client, available to the Secretary for purposes of determining Client's or MedTrak's compliance with the HIPAA Rules.

m) To the extent MedTrak is to carry out one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, MedTrak shall comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).

4. Permitted Uses and Disclosures

Except as otherwise limited in this Addendum:

a) MedTrak reserves the right to **use** PHI for the proper management and administration of MedTrak, to carry out the legal responsibilities of MedTrak, and to provide data aggregation services to Client.

b) MedTrak may **use or disclose** PHI to perform functions, activities, services, Payment activities, or Health Care Operations for, or on behalf of, Client provided that such use or disclosure would not violate the Privacy Rule if done by Client.

c) MedTrak may **disclose** PHI in its possession for the proper management and administration of MedTrak, provided that disclosures are Required by Law, or MedTrak obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies MedTrak of any instances of which it is aware in which the confidentiality of the PHI has been breached.

5. Obligations of Client

a) Client shall notify MedTrak in writing of any limitation(s) in its notice of privacy practices, to the extent that such limitation may affect MedTrak's use or disclosure of PHI.

b) Client shall notify MedTrak, in writing and in a timely manner, of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect MedTrak's permitted or required use or disclosure of PHI.

c) Client shall notify MedTrak, in writing and in a timely manner, of any restriction to the use and/or disclosure of PHI, which Client has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect MedTrak's use or disclosure of PHI.

d) Client shall have entered into a "Business Associate Agreement" with any third parties (e.g., case managers, brokers or third party administrators) to which Client directs and authorizes MedTrak to disclose PHI.

6. Permissible Requests by Client

Client shall not request MedTrak to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Client.

7. Termination

a) Termination for Cause. Upon Client's knowledge of a material breach of this Addendum by MedTrak, Client may either:

i) Provide an opportunity for MedTrak to cure the breach or end the violation and, if MedTrak does not cure the breach or end the violation within the time specified by Client, terminate this Addendum; or

ii) Immediately terminate this Addendum if MedTrak has breached a material term of this Addendum and cure is not possible.

MedTrak shall ensure that it maintains the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section 3(h) hereof.

b) Effect of Termination.

i) Except as provided in paragraph (b)(ii) of this Section, upon termination of this Addendum, for any reason, MedTrak, with respect to PHI received from Client, or created, maintained, or received by MedTrak on behalf of Client, shall:

1. Retain only that PHI which is necessary for MedTrak to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Client or, if agreed to by Client, destroy the remaining PHI that MedTrak still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as MedTrak retains the PHI; and

4. Not use or disclose the PHI retained by MedTrak other than for the purposes for which such PHI was retained and subject to the same conditions set out in paragraphs (a) and (c) above under "General Use and Disclosure Provisions" which applied prior to termination.

ii) In the event MedTrak determines that returning or destroying the PHI is not feasible, MedTrak shall provide to Client notification of the conditions that make return or destruction not feasible. MedTrak shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as MedTrak maintains such PHI.

iii) MedTrak's obligations under this Section shall survive the termination of this Addendum.

8. Miscellaneous

a) Regulatory References. A reference in this Addendum to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.

b) Amendment. No change, amendment, or modification of this Addendum shall be valid unless set forth in writing and executed by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA. Client shall provide written notice to MedTrak to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Addendum to comply with HIPAA. The parties agree to negotiate an amendment to the Addendum in good faith.

c) Interpretation. Any ambiguity in this Addendum shall be resolved to permit Client and MedTrak to comply with HIPAA.

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

Commissioners
Dan Decker Michael Sutherland

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

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

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

DATE: **March 26, 2020**

SUBJECT: **Waste Water Treatment Plant Upgrade Change Order #3**

DISCUSSION:

This change order #3 involves changes to 5 items from the original project parameters. These items are itemized and explained in detail in the supporting documents.

These changes have been reviewed and approved by Farnsworth, Inc. and Brad Bolton Consulting.

RECOMMENDATION:

Approve change order #3 ad described herein and attached in connection with the Wastewater Treatment Improvements Phase A, B, and C in the amount of $63,035.14

RESOLUTION NO. 1920-129

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

RESOLUTION ACCEPTING THIRD CHANGE ORDER
FOR CITY'S SANITARY SEWER SYSTEM UPGRADE PROJECT
(PHASE A – C CONSTRUCTION PROJECT)

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

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

WHEREAS, a third change order has been requested for the Project regarding numerous revisions to and for the Project (the "Change Order") in the amount of $63,035.14, as described in "Exhibit A", attached hereto and incorporated herein by reference; and

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

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

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

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

Section 2. The Change Order for the Sanitary Sewer System Upgrade Project as set forth in Exhibit A in the amount of $63,035.14 is hereby approved.

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

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

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Exhibit A

Change Order No. 3

Date: 3/17/2020

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

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

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

Attachments: See Attached RFP #06R3; RFP #007; RFP #08R1; RFP #09R1; RFP #010; RFP #011

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 36,580,000.00	Original Contract Times: Calendar Days Substantial Completion: 540 Ready for Final Payment: 660 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2: $ 196,870.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2: Substantial Completion: N/A Ready for Final Payment: 5 days
Contract Price prior to this Change Order: $ 36,776,870.00	Contract Times prior to this Change Order: Substantial Completion: 545 Ready for Final Payment: 665 days
[Increase] [Decrease] of this Change Order: $ 63,035.14	[Increase] [Decrease] of this Change Order: Substantial Completion: N/A Ready for Final Payment: 55 days
Contract Price incorporating this Change Order: $ 36,839,905.14	Contract Times with all approved Change Orders: Substantial Completion: 600 3/16/2021 Ready for Final Payment: 720 7/14/2021 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer	Owner (Authorized	Contractor (Authorized Signature)
Title: Sen. Eng. Mgr.	Title	Title PROJECT MANAGER
Date: 3-17-20	Date	Date 3-17-20

ATTACHMENT #1

Change Order Items and Justification

RFP #006R3

1. Shop drawing reviews evidenced supply of several Magnetic flow meters and a submersible level transducer assembly intended for the Phase D contract scope. These should be removed from the current contract to maintain correct performance and warranty obligations complete in the Phase D pending contract.

2. The service tap and hydrant cross several existing and planned utilities making installation difficult. Additional hydrants are available east and west of the location. The intended service hydrant can be removed from the project scope.

3. The effluent pumps are in the phase D contract scope. The Control Scada Panels and MCC electrical gear that will accommodate the pumps are in the current contract. The relays needed are typically supplied with the pump. To ensure a complete and ready MCC and to avoid work in the MCC by a different Phase D vendor or contractor, the relays are best procured and installed now for a complete MCC. Reduces risk for the City.

4. The plug valve is for connection to a future Plant #3 expansion. Since that possible expansion is many years in the future, it was determined to delete the valve from the current project.

5. Negotiations were conducted over a 7 month period with the Electric Utility Power provider Ameren. The existing overhead utility electric power lines are located directly adjoining the WWTP North fence line on CAT owned property parallel to Cass St. The powerlines are in conflict with adjoining construction and OSHA safety guideline for construction.

    a. Possible power line relocation options were explored with the Utility and CAT. Of those it was determined the best option would be directional drill the utility lines in the same alignment below grade. The cost proposed by Ameren was to be in the range of $90K. The concern was the City would bear the cost burden of the utility relocate for constructability w/o contribution by the utility owner, CAT or others serviced by the utility line.
    b. An optional approach was utilized by first relocating affected new structures further from the north fence line as possible outside of the safety envelope as determined and defined by the utility, Ameren. No cost was incurred in this effort.
    Second a series of temporary, cyclic power line interruption was negotiated by which the utility lines would be de-activated for an agreed to period for several select construction operations periods and construction work crossings under, crossing or proximate to the adjoining overhead line utility line. In order to shut down the active lines in the area of construction Ameren will install a 3 Phase switch.
    This RFP item is for the cost of installing that utility switch for the site constructability needs and OSHA requirements.

RFP #007R1

1. A new 120V Electric Hoist is specified to replace the existing 480V unit. The electric power service circuit must be revised for 120V service from spare circuits at the new electrical panel

2. Electrical Equipment and Panels on the basis of the Electrical equipment shop drawings require additional use of the interior room space blocking the existing window. The intended window and frame is deleted and the opening infilled with interior block and exterior brick.

RFP #008R2

1. Temporary utility re-route of existing 8 in. SA and existing (1) 4 in., (2) 1 in., and (1) 3/4 in. Electrical service conduits and wires at the Plant 1 Influent PS construction. The buried existing pipe and electrical conduit are in direct conflict with the construction and are scheduled for future deactivation. They must however remain in service during construction of the New Pump station and Headworks improvements and in advance of the Phase D construction Site Electrical improvements yet to be bid in 2020 pending agency (IEPA) permit approval and funding.

RFP #009R1

1. The existing Fondulac Interceptor was field televised for location of an existing tee connection for the existing 18 in. sanitary service N to the RTE 8 pump station. It was determined the tee is oriented south with piping then dropping and routing North underneath the Fondulac interceptor via a previously existing buried manhole discovered in field excavation for the improper tee connection. This existing condition is unacceptable by and conventional design standard or code for Sanitary sewerage service. To supplement Change Order 2 RFP 003R3 Item 4, a new connection between the discovered existing buried manhole and the originaly constructed existing 18 in. SA South properly transfers required flows to the New Manhole RT8C is required to correct the existing condition for proper connection, service transfer to the upgraded Rte. 8 pump station for proper operation and load shift transfer to Plant #3. The discovered buried manhole requires some old service pipe hole plugging, patch repairs, extension to surface grade and a new cover/lid for re-use.

RFP #010

1. The existing manhole at the final connection (discharge) of the Rte. 8 pump station Sta 110+96 was discovered to be severely degraded due to hydrogen sulfide release corrosion. Repair or replacement of the existing damaged manhole is required for proper function of the rte. 8 forcemain and pump station and before structural failure of the existing manhole.
2. Unknown utility conflicts were discovered during prosecution of the work associated with a private utility water service system for a subdivision involving multiple trunk services that had to be field hand located, and supported to remain active and worked under and around to accomplish the force main installation through the conflict zone.

RFP #011

1. The Station is designed with an exterior buried 24 in. inlet plug valve for isolation due to anticipated space constraints in the existing station dry pit room. Based on the selected pump equipment shop drawings and field measurements, the pump suction intakes within the dry pit can be fitted with plug valves and the piping routed through the new structural beam assembly above. The single 24 in. valve will be deleted and the 3-14 in. interior plug valves added. This is operationally advantageous as the entire pump station need not be off line when servicing one or more pumps and consistent flow to Plant #3 can be maintained during pump maintenance.

Other:

1. Voluntary Contractor deduct for an Alternate membrane roofing system at the Rte 8 CSO Storage Basin. The full coverage membrane system meets Owner requirements to extent the operating service life of the existing basin precast element concrete cover with a project cost reduction.

2. Division B Unit price contract balancing for actual installed field quantities against the bid unit price quantities. This balancing change order item will allow closure of the unit price portion of the contract.

ORDINANCE NO. 4493
ANNUAL APPROPRIATION ORDINANCE
FOR THE CITY OF EAST PEORIA, ILLINOIS
FOR THE FISCAL YEAR
FROM THE FIRST DAY OF MAY A.D. 2020
TO THE LAST DAY OF APRIL A.D. 2021

ORDINANCE NO. 4493

ANNUAL APPROPRIATION ORDINANCE

ANNUAL APPROPRIATION ORDINANCE FOR THE CITY OF EAST PEORIA, ILLINOIS FOR THE FISCAL YEAR FROM THE FIRST DAY OF MAY A.D. 2020 TO THE LAST DAY OF APRIL A.D. 2021

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

Section 1. That the following sums, or so much thereof as much thereof as may be necessary and may be authorized by law, be and the same are hereby appropriated to defray all necessary expenses and liabilities for the corporate purpose of the City of East Peoria, Illinois, as hereinafter specified, for the fiscal year commencing on the first day of May A.D. 2020 and ending on the last day of April A.D. 2021

A. FROM GENERAL CORPORATE TAXES AND REVENUE

GOVERNING BODY	
SALARIES AND WAGES	110,000.00
PRINTING	625.00
POSTAGE	625.00
TRAVEL AND MEETING EXPENSES	2,500.00
DUES, SUBSCRIPTIONS, & PUBLICATIONS	3,125.00
UTILITIES	3,000.00
OTHER OPERATING EXPENSES	2,500.00
OFFICE SUPPLIES	625.00
EMPLOYEE/COMMISSIONS RELATIONS	7,500.00
TOTAL GOVERNING BODY	**130,500.00**
LEGAL DEPARTMENT	
ATTORNEY'S FEES	700,000.00
UTILITIES - TELEPHONE	500.00
COURT COSTS, RECORDING & SHERIFF FEES	3,750.00
OTHER OPERATING EXPENSES	12,500.00
TOTAL LEGAL DEPARTMENT	**716,750.00**
BOARDS & COMMISSIONS	
FIRE & POLICE COMMISSIONERS SALARIES	9,000.00
SPECIAL ATTORNEYS FEES	20,000.00
CONTRACTUAL SERVICES	20,000.00
PRINTING	200.00
POSTAGE	200.00
DUES, SUBSCRIPTIONS, & PUBLICATIONS	2,500.00
EXAMINATIONS/PHYSICAL/OTHER EXP	11,875.00
HUMAN RELATIONS COMMISSION	200.00
OFFICE SUPPLIES	313.00
TOTAL BOARDS & COMMISSIONS	**64,288.00**
CITY CLERK'S BUDGET	
SALARIES	85,000.00
PRINTING	10,875.00
LEGAL PUBLICATIONS	625.00
POSTAGE	250.00
TRAVEL, TRAINING & MEETING EXPENSES	2,243.00
DUES, SUBSCRIPTIONS & PUBLICATIONS	1,125.00
UTILITIES-PHONE	600.00
MAINTENANCE & REPAIR EQUIPMENT	100.00
OTHER OPERATING EXPENSES	1,250.00
OFFICE SUPPLIES	375.00
TOTAL CITY CLERK'S BUDGET	**102,443.00**

CITY ADMINISTRATOR'S BUDGET		
SALARIES	225,000.00	
PRINTING	625.00	
CONTRACTUAL SERVICES	12,500.00	
POSTAGE	750.00	
TRAVEL, TRAINING & MEETING EXPENSES	6,250.00	
DUES, SUBSCRIPTIONS & PUBLICATIONS	3,125.00	
UTILITIES	1,500.00	
MAINT & REPAIR VEHICLES	0.00	
OTHER OPERATING EXPENSES	3,125.00	
OFFICE SUPPLIES	1,250.00	
OPERATING SUPPLIES	500.00	
EMPLOYEE RELATIONS	15,000.00	
CAPITAL/EQUIPMENT	125,000.00	
OFFICE EQUIPMENT	1,000.00	
TOTAL CITY ADMINISTRATOR'S BUDGET	**395,625.00**	
TOTAL GOVERNING BODY		**1,409,606.00**
ACCOUNTS & FINANCE		
SALARIES AND WAGES	205,000.00	
PRINTING	2,500.00	
LEGAL PUBLICATIONS	2,438.00	
POSTAGE	313.00	
TRAVEL, TRAINING & MEETING EXPENSES	1,250.00	
DUES, SUBSCRIPTIONS & PUBLICATIONS	594.00	
GROUP INSURANCE	4,000,000.00	
UTILITIES	750.00	
OTHER OPERATING EXPENSES	2,500.00	
OFFICE SUPPLIES	938.00	
OPERATING SUPPLIES	200.00	
OFFICE EQUIPMENT	5,000.00	
EAST PEORIA YOUTH GRANTS	1,700.00	
CAPITAL BUILDING FUND/REVENUE SHARING	1,250,000.00	
DEVELOPMENT AGREEMENTS/SP. REV.	250,000.00	
CABLE TV FRANCHISE SHARING	200,000.00	
TOTAL ACCOUNTS & FINANCE		**5,923,183.00**
PLANNING & COMMUNITY DEVELOPMENT		
SALARIES AND WAGES	215,000.00	
CONSULTANT FEES	12,500.00	
PRINTING	625.00	
POSTAGE	625.00	
TRAVEL, TRAINING & MEETING EXPENSES	3,750.00	
DUES, SUBSCRIPTIONS & PUBLICATIONS	2,813.00	
UTILITIES	3,438.00	
MAINTENANCE & REPAIR VEHICLES	1,000.00	
FARMER'S MARKET	3,750.00	
OTHER OPERATING EXPENSES	1,250.00	
OFFICE SUPPLIES	1,563.00	
MOTOR FUEL & LUBRICANTS	938.00	
OPERATING SUPPLIES	625.00	
GIS EXPENSES	9,375.00	
NMTC DEAL PROCEEDS	50,000.00	
OFFICE EQUIPMENT	1,500.00	
TOTAL PLANNING & COMMUNITY DEVELOPMENT		**308,752.00**

VEHICLE MAINTENANCE DEPARTMENT		
WAGES & LABOR	245,000.00	
OVERTIME	31,375.00	
TRAVEL, TRAINING & MEETING EXPENSES	2,250.00	
MAINTENANCE & REPAIR EQUIPMENT	625.00	
MAINTENANCE & REPAIR VEHICLES	2,026.00	
OPERATING EXPENSES	8,351.00	
WELDING GASES	625.00	
CLOTHING & SAFETY EQUIPMENT	7,875.00	
MOTOR FUEL & LUBRICANTS	2,500.00	
OPERATING EQUIPMENT	3,625.00	
OPERATING SUPPLIES	625.00	
TOTAL VEHICLE MAINTENANCE DEPARTMENT		**304,877.00**
DEPARTMENT OF PUBLIC PROPERTY		
MAINTENANCE WAGES	250,000.00	
OVERTIME	1,875.00	
PART TIME	78,256.00	
ENGINEERING & ARCHITECT FEES	1,250.00	
CONTRACTED INSPECTOR FEES	53,750.00	
CONTRACTUAL SERVICES	97,500.00	
PRINTING	750.00	
POSTAGE	438.00	
TRAVEL, TRAINING & MEETING EXPENSES	2,500.00	
DUES, SUBSCRIPTIONS & PUBLICATIONS	3,750.00	
UTILITIES -TELEPHONE	5,000.00	
UTILITIES -POWER & GAS	90,000.00	
MAINTENANCE & REPAIR BUILDINGS	12,500.00	
MAINTENANCE & REPAIR EQUIPMENT	16,250.00	
MAINTENANCE & REPAIR VEHICLES	5,000.00	
RENTAL PAYMENTS	1,250.00	
OTHER OPERATING EXPENSES	17,500.00	
DEMOLITIONS	37,500.00	
OFFICE SUPPLIES	3,750.00	
SAFETY EQUIPMENT & SUPPLIES	1,500.00	
MOTOR FUEL & LUBRICANTS	10,000.00	
CLEANING & MAINTENANCE SUPPLIES	19,375.00	
OPERATING SUPPLIES	1,250.00	
LAND & BUILDING PURCHASES	425,000.00	
OFFICE FURNITURE & FIXTURE	500.00	
OPERATING EQUIPMENT PURCHASES	80,000.00	
BUILDING CONSTRUCTION & IMPV.	50,000.00	
TOTAL PUBLIC PROPERTY		**1,266,444.00**
INFORMATION TECHNOLOGY		
SALARIES AND WAGES	25,000.00	
CONTRACTUAL SERVICES	203,375.00	
TRAVEL, TRAINING & MEETING EXPENSES	-	
DUES, SUBSCRIPTIONS & PUBLICATIONS	-	
UTILITIES	60,000.00	
SOFTWARE LICENSING	125,000.00	
MAINT & REPAIR PRINTERS	25,000.00	
OTHER OPERATING EXPENSES	6,250.00	
OFFICE SUPPLIES	625.00	
OPERATING SUPPLIES	-	
HARDWARE	-	
OPERATING EQUIPMENT	45,000.00	
OFFICE EQUIPMENT	-	
		490,250.00
GRAND TOTAL - GENERAL CORPORATE FUND		**9,703,112.00**

B. FROM SPECIAL TAX LEVIES

POLICE PROTECTION FUND

FOR POLICE PROTECTION AS PROVIDED UNDER THE PROVISIONS OF ORDINANCE NO. 331, SAID ORDINANCE BEING ENTITLED "AN ORDINANCE PROVIDING THAT THE QUESTION OF THE ADOPTION OF AN ACT PERMITTING CITIES AND VILLAGES CONTAINING LESS THAN 500,000 INHABITANTS TO LEVY A TAX OF NOT TO EXCEED 0.075 PERCENT FOR POLICE PROTECTION", CARRIED AND ADOPTED AT A GENERAL ELECTION HELD UPON APRIL 13, 1947 AND UNDER THE PROVISION OF ORDINANCE NO. 684 ADOPTED AUGUST 26, 1969, IMPOSING A TAX FOR POLICE PROTECTION AT THE RATE OF .15 PER CENT.

POLICE DEPARTMENT

POLICE SALARIES	4,500,000.00	
GRANT OVERTIME	40,000.00	
CLERICAL WAGES	235,000.00	
OVERTIME	300,000.00	
ANIMAL CONTROL	35,940.00	
CONTRACTUAL SERVICES	677,334.00	
PRINTING	6,256.00	
POSTAGE	2,225.00	
TRAINING & MEETING EXPENSE	68,750.00	
RANGE & AMMUNITION	9,375.00	
CLOTHING ALLOWANCE	85,250.00	
DUES, SUBSCRIPTIONS, & PUBLICATIONS	25,000.00	
REGISTRATION-SEX OFFENDER	1,000.00	
REGISTRATION-VIOLENT OFFENDER	1,000.00	
UTILITIES	56,250.00	
MAINTENANCE & REPAIR BUILDINGS	31,250.00	
MAINTENANCE & REPAIR EQUIPMENT	18,606.00	
MAINTENANCE & REPAIR VEHICLES	56,250.00	
MAINTENANCE & REPAIR RADIOS	12,500.00	
EQUIPMENT RENTAL	1,000.00	
OTHER OPERATING EXPENSES	20,000.00	
C.R.O. SUPPLIES	2,500.00	
ISP FINGERPRINTING	750.00	
OFFICE SUPPLIES	9,375.00	
MOTOR FUEL & LUBRICANTS	143,750.00	
CLEANING & MAINTENANCE SUPPLIES	3,749.00	
OPERATING SUPPLIES	5,013.00	
C.I.E.R.T.	8,125.00	
INTERGOVERNMENTAL AGREEMENT - MEG	8,429.00	
SPECIAL ENFORCEMENT EXPENSES	20,000.00	
DUI FUND EXPENSES	50,000.00	
K-9 EXPENSES	15,000.00	
POLICE VEHICLE FUND EXP DUI	40,000.00	
OFFICE EQUIPMENT PURCHASES	5,000.00	
OPERATING EQUIPMENT PURCHASES	225,000.00	
RADIO EQUIPMENT PURCHASES	5,000.00	
TOTAL POLICE PROTECTION FUND		**6,724,677.00**

FIRE PROTECTION FUND

FOR FIRE PROTECTION UNDER THE PROVISION OF FOR FIRE PROTECTION AS PROVIDED UNDER THE PROVISIONS OF ORDINANCE NO. 331, SAID ORDINANCE BEING ENTITLED "AN ORDINANCE PROVIDING THAT THE QUESTION OF THE ADOPTION OF AN ACT PERMITTING CITIES AND VILLAGES CONTAINING LESS THAN 500,000 INHABITANTS TO LEVY A TAX FOR FIRE PROTECTION", APPROVED JUNE 24, 1929, AND APPROVED BY THE VOTERS OF THE CITY OF EAST PEORIA, ILLINOIS, AT AN ELECTION HELD AT SAID CITY ON THE FIRST DAY OF APRIL, 1941, AS PROVIDED BY ORDINANCE NO. 284, AND UNDER THE PROVISIONS OF ORDINANCE NO. 685, IMPOSING A TAX FOR FIRE PROTECTION AT THE RATE OF .15 PERCENT AND UNDER THE PROVISIONS OF ORDINANCE 1725, ADOPTED SEPTEMBER 16, 1980, INCREASING THE TAX RATE FOR FIRE PROTECTION TO A NEW RATE OF .30 PERCENT.

FIRE DEPARTMENT

REGULAR SALARIES	4,500,000.00	
OVERTIME	500,000.00	
CONTRACTUAL SERVICES	200,000.00	
NORTHERN TAZEWELL FIRE DEPT	85,000.00	
PRINTING	313.00	
POSTAGE	531.00	
TRAINING & MEETING EXPENSES	31,250.00	
NEW HIRE TRAINING	37,500.00	
CLOTHING ALLOWANCE	30,000.00	
DUES, SUBSCRIPTIONS, PUBLICATIONS	625.00	
UTILITIES	47,500.00	
INFORMATION TECHNOLOGY	31,250.00	
MAINTENANCE & REPAIR-BUILDINGS	45,000.00	
MAINTENANCE & REPAIR-EQUIPMENT	50,000.00	
MAINTENANCE & REPAIR-VEHICLES	150,000.00	
MAINTENANCE & REPAIR-RADIOS	10,000.00	
2% FIRE TAX EXPENSE	56,250.00	
OTHER OPERATING EXPENSES	8,750.00	
FIRE PREVENTION	4,375.00	
FIRE INVESTIGATIONS	5,000.00	
MEDICAL TESTS	31,250.00	
OFFICE SUPPLIES	3,125.00	
CLOTHING SUPPLIES	43,750.00	
MOTOR FUEL & LUBRICANTS	50,000.00	
CLEANING & MAINT BUILDINGS	7,500.00	
OPERATING SUPPLIES	6,250.00	
OPERATING SUPPLIES EMS	62,500.00	
OPERATING EQUIPMENT PURCHASES	125,000.00	
RADIO EQUIPMENT SERVICES	10,000.00	
AMBULANCE OVERPAYMENT REFUNDS	15,000.00	
MEDICAL BILLING	56,250.00	
TOTAL FIRE PROTECTION FUND		**6,203,969.00**

GARBAGE COLLECTION & DISPOSAL FUND

FOR GARBAGE COLLECTION AND DISPOSAL UNDER THE PROVISION OF ORDINANCE NO. 272, SAID ORDINANCE BEING ENTITLED "AN ORDINANCE PROVIDING FOR THE COLLECTION AND DISPOSAL OF GARBAGE IN THE CITY OF EAST PEORIA, ILLINOIS, AND MAKING APPROPRIATIONS TO THE DEPARTMENT OF PUBLIC HEALTH AND SAFETY FOR SUCH PURPOSES" AND UNDER THE PROVISIONS OF RESOLUTION NO. 60, DATED DECEMBER 27, 1951, INCREASING THE PERMISSIBLE TAX RATE BY 10 PERCENT, AND UNDER THE PROVISIONS OF ORDINANCE NO. 538 DATED DECEMBER 21, 1965, ENTITLED "AN ORDINANCE INCREASING THE GARBAGE TAX IN THE CITY OF EAST PEORIA, ILLINOIS."

SOLID WASTE DEPARTMENT

LABOR & WAGES	225,000.00	
OVERTIME	35,000.00	
CLEANUP	45,000.00	
LANDFILL FEES	575,000.00	
RECYCLING TIPPING FEES	65,000.00	
CLOTHING ALLOWANCE	1,875.00	
MAINTENANCE & REPAIR-VEHICLES	94,000.00	
OTHER OPERATING EXPENSES	50,000.00	
CREDIT CARD FEES	4,000.00	
CLOTHING & SAFETY EQUIPMENT	2,500.00	
MOTOR FUEL & LUBRICANTS	56,250.00	
OPERATING EQUIPMENT PURCHASES	250,000.00	
OPERATING SUPPLIES	5,000.00	
TOTAL SOLID WASTE DEPARTMENT		**1,408,625.00**

EMERGENCY SERVICES AND DISASTER ASSISTANCE (ESDA)

FOR EAST PEORIA EMERGENCY SERVICES AND DISASTER ASSISTANCE (ESDA) UNDER THE PROVISION OF ORDINANCE NO. 1764 ADOPTED MARCH 10, 1981, IN ACCORDANCE WITH THE ILLINOIS EMERGENCY SERVICES AND DISASTER ACT OF 1975 AND IN ACCORDANCE WITH SECTION 8-3-16 OF THE ILLINOIS MUNICIPAL CODE.

MAINT & REPAIR EQUIPMENT	20,000.00	
UTILITIES	1,500.00	
OTHER OPERATING EQUIPMENT PURCHASES	10,000.00	
OPERATING EQUIPMENT PURCHASES	75,000.00	
TOTAL EMERGENCY SERVICES AND DISASTER ASSISTANCE (ESDA)		**106,500.00**

PUBLIC BENEFIT FUND

FOR THE PUBLIC BENEFIT FUND AS PROVIDED FOR UNDER THE PROVISIONS OF ORDINANCE NO. 140, SAID ORDINANCE BEING ENTITLED "AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF A PUBLIC BENEFIT TAX IN THE CITY OF EAST PEORIA, ILLINOIS", A SPECIAL TAX NOT EXCEEDING ONE MILL ON THE DOLLAR, AND UNDER THE PROVISIONS OF RESOLUTION NO. 57, DATED DECEMBER 27, 1951, INCREASING THE PERMISSIBLE TAX RATE BY 10 PERCENT. **10,000.00**

TOTAL PUBLIC BENEFIT FUND

MUNICIPAL RETIREMENT FUND

FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND UNDER THE PROVISIONS OF SECTIONS 40ILCS 5/7-124 AND 5/7-171, ILLINOIS REVISED STATUTES.

TOTAL MUNICIPAL RETIREMENT FUND **615,000.00**

SOCIAL SECURITY CONTRIBUTION FUND

FOR THE COST OF PARTICIPATION IN THE FEDERAL SOCIAL SECURITY INSURANCE PROGRAM AND THE FEDERAL MEDICARE PROGRAM UNDER THE PROVISIONS OF 40 ILCS 5/21-110 AND 5/21-110.1, ILLINOIS REVISED STATUTES.

TOTAL SOCIAL SECURITY CONTRIBUTION FUND **625,000.00**

FIREMEN'S PENSION FUND

FOR THE FIREMEN'S PENSION FUND UNDER THE PROVISIONS OF AN ACT TO CREATE A FIREMEN'S PENSION FUND IN CITIES, INCORPORATED TOWNS, VILLAGES, AND FIRE DISTRICTS HAVING A POPULATION NOT LESS THAN 4,000 AND NOT MORE THAN 200,000 INHABITANTS, AS AMENDED, AS PROVIDED AT 40 ILCS 5/4-101 ET. SEQ.

PAYMENTS TO THE EAST PEORIA FIRE PENSION FUND	2,250,000.00	
ACTUARIAL SERVICES	15,000.00	
TOTAL FIREMEN'S PENSION FUND		**2,265,000.00**

POLICE PENSION FUND

FOR THE POLICE PENSION FUND UNDER THE PROVISION OF AN ACT TO PROVIDE OF THE SETTING APART, FORMATION AND DISBURSEMENT OF A POLICE PENSION FUND IN CITIES, VILLAGES AND INCORPORATED TOWNS HAVING A POPULATION OF NOT MORE THAN 200,000 INHABITANTS, APPROVED JUNE 14, 1909, AS AMENDED, AND AS PROVIDED AT 40 ILCS 5/3-101 ET. SEQ.

PAYMENTS TO THE EAST PEORIA POLICE PENSION FUND	2,400,000.00	
ACTUARIAL SERVICES	15,000.00	
TOTAL POLICE PENSION FUND		**2,415,000.00**

BOND AND INTEREST LEVY FUND

FOR THE RETIREMENT OF GENERAL OBLIGATION REFUNDING BONDS, SERIES B OF 1985, AND PAYMENT OF INTEREST UNDER THE PROVISIONS OF ORDINANCE NO. 2091, ADOPTED NOVEMBER 19, 1985.

TOTAL BOND AND INTEREST LEVY FUND	**150,000.00**

STREET & BRIDGE FUND

WAGES & LABOR	1,275,000.00	
OVERTIME	150,000.00	
ENGINEERING FEES	21,500.00	
CONTRACTUAL SERVICES	20,000.00	
TRAVEL, TRAINING & MEETING EXP.	4,100.00	
CLOTHING ALLOWANCE	10,625.00	
MAINTENANCE & REPAIR-EQUIPMENT	29,000.00	
MAINTENANCE & REPAIR-VEHICLES	137,725.00	
MAINTENANCE & REPAIR-TRAFFIC SIGNALS	66,250.00	
MAINTENANCE & REPAIR-STORM SEWERS	210,000.00	
ST. LIGHT MAINTENANCE	37,000.00	
STREET LIGHT/SIGNAL LOCATES	30,375.00	
EQUIPMENT RENTAL	23,750.00	
OTHER OPERATING EXPENSES	60,000.00	
CLOTHING & SAFETY EQUIPMENT	11,650.00	
MOTOR FUEL & LUBRICANTS	88,750.00	
STREET REPAIR & MAINT SUPPLIES	517,500.00	
OPERATING SUPPLIES	6,250.00	
CULVERT PURCHASES	6,250.00	
STREET SIGNS & POSTS	16,875.00	
OPERATING EQUIPMENT PURCHASES	200,000.00	
AUTOMOTIVE EQUIPMENT PURCHASES	25,000.00	
RADIO EQUIPMENT PURCHASES	5,000.00	
STREET PAVING & RESURFACING	250,000.00	
CURB & SIDEWALK CONSTRUCTION	15,000.00	
TOTAL STREET & BRIDGE FUND		**3,217,600.00**

MUNICIPAL AUDIT FUND

APPROPRIATED TO MEET THE COST OF ALL AUDITING AND REPORTS THERE UNDER FROM THE PROCEEDS OF A MUNICIPAL AUDITING TAX IMPOSED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8-8-8 OF THE ILLINOIS MUNICIPAL CODE, WHICH IS IN ADDITION TO ALL OTHER TAXES.

TOTAL MUNICIPAL AUDIT FUND **100,000.00**

SCHOOL CROSSING GUARD FUND

APPROPRIATED FOR COMPENSATING SCHOOL CROSSING GUARDS FROM THE PROCEEDS OF A SPECIAL TAX IMPOSED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 11-80-23 OF THE ILLINOIS MUNICIPAL CODE, AT A RATE WHICH SHALL NOT EXCEED .02 PERCENT OF THE VALUE OF ALL TAXABLE PROPERTY, WHICH IS IN ADDITION TO ALL OTHER TAXES.

TOTAL SCHOOL CROSSING GUARD FUND **5,000.00**

SEWER CHLORINATION FUND

APPROPRIATED FOR PAYING THE EXPENSES OF THE CHLORINATION AND DISINFECTING OF SEWAGE FROM THE PROCEEDS OF A SPECIAL TAX IMPOSED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 11-142-3 OF THE ILLINOIS MUNICIPAL CODE, AT A RATE WHICH SHALL NOT EXCEED .02 PERCENT OF THE VALUE OF ALL TAXABLE PROPERTY, WHICH IS IN ADDITION TO ALL OTHER TAXES. **5,000.00**

TOTAL SEWER CHLORINATION FUND

STREET LIGHTING FUND

APPROPRIATED FOR STREET LIGHTING FROM PROCEEDS OF A SPECIAL TAX IMPOSED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 11-80-5 OF THE ILLINOIS MUNICIPAL CODE, AT A RATE WHICH SHALL NOT EXCEED .05 PERCENT OF THE VALUE OF ALL TAXABLE PROPERTY, WHICH IS IN ADDITION TO ALL OTHER TAXES.

TOTAL STREET LIGHTING FUND **250,000.00**

WORKERS' COMPENSATION AND LIABILITY INSURANCE FUND

APPROPRIATED FOR THE PURCHASE OF WORKERS' COMPENSATION INSURANCE AND LIABILITY INSURANCE, OR TO PROVIDE A FUND FOR SELF INSURANCE, FROM THE PROCEEDS OF A SPECIAL TAX IMPOSED IN ACCORDANCE WITH THE PROVISIONS OF 745 ILCS 10/9-107, WHICH IS IN ADDITION TO ALL OTHER TAXES.

TOTAL WORKERS' COMPENSATION & LIABILITY INSURANCE FUND		**2,000,000.00**

UNEMPLOYMENT INSURANCE FUND

APPROPRIATED TO PAY THE COST OF PROVIDING PROTECTION FOR THE CITY AND ITS EMPLOYEES AGAINST LIABILITY UNDER THE UNEMPLOYMENT INSURANCE ACT UNDER THE PROVISIONS OF ORDINANCE NO. 1718, ADOPTED SEPTEMBER 9, 1980.

TOTAL UNEMPLOYMENT INSURANCE FUND		**500,000.00**

EASTSIDE CENTRE

SALARIES AND WAGES	160,000.00	
PART-TIME WAGES	225,000.00	
COMMISSIONS	5,000.00	
OVERTIME WAGES	1,000.00	
CONTRACTS	60,000.00	
PRINTING	625.00	
ADVERTISING, MARKETING	3,125.00	
POSTAGE	0.00	
TRAVEL, TRAINING, MEETING EXPENSE	2,500.00	
ELEC GAS-BASEBALL	17,500.00	
ELEC GAS/PUMP HOUSE	3,750.00	
ELEC GAS/REC BLDG	55,000.00	
ELEC GAS/SOCCER	5,000.00	
ELEC GAS/SOFTBALL	15,625.00	
ELEC/SIGN	1,875.00	
INS COMPREHENSIVE	40,000.00	
PHONE	1,000.00	
BLDG MAINT SUPPLIES	16,250.00	
MAINTENANCE - EQUIPMENT	17,500.00	
MAINT-VEHICLE/EQUIP	625.00	
RENTAL EXPENSE	6,250.00	
SALES TAX EXPENSE	15,000.00	
MISC. GENERAL	6,250.00	
FITNESS PROGRAMMING	5,625.00	
OFFICE SUPPLIES	1,250.00	
SAFETY EQUIP & SUPPLIES	1,875.00	
MOTOR FUEL & LUBRICANTS	1,000.00	
CONCESSIONS FOOD/BEVERAGE	106,250.00	
CONCESSIONS SUPPLIES	1,000.00	
CLEAN & MAINT SUPPLIES	5,000.00	
GROUNDS/FIELDS MAINTENANCE	40,500.00	
BLDG CONST & IMPROVEMENTS	5,000.00	
OPERATING EQUIPMENT PURCHA	50,000.00	
TOTAL EASTSIDE CENTRE		**876,375.00**

HOTEL-MOTEL TAX FUND		
WAGES & LABOR	215,000.00	
FESTIVAL LABOR	75,000.00	
FESTIVAL OVERTIME DEPTS	10,000.00	
PART TIME MOWING ESC 1/2	50,000.00	
PART TIME MOWING CITY	150,000.00	
SPECIAL EVENTS LABOR	25,000.00	
CONTRACTS	35,000.00	
PRINTING	2,500.00	
POSTAGE	625.00	
TRAVEL, TRAINING, MEETING EXPENSE	625.00	
DUES, SUBSCRIPTIONS, PUBLICATIONS	625.00	
PHONE	3,750.00	
HISTORICAL ENDOWMENT	2,500.00	
MISCELLANEOUS OPERATING EXP.	12,500.00	
BEAUTIFICATION COMMISSION	6,250.00	
FOL OTHER OPERATING EXP	5,000.00	
FOL PARADE	75,000.00	
FOL CITY LIGHTING	3,125.00	
FOL ENCHANTED FOREST	1,875.00	
FOL ADVERTISING	25,000.00	
FOL TOURISM/PUBLIC RELATIONS	37,500.00	
FOL CLASSIC	10,625.00	
QUEEN CONTEST	2,500.00	
SOUVENIRS/CONCESSIONS	0.00	
OFFICE SUPPLIES	625.00	
CLOTHING & SAFETY SUPPLIES	1,250.00	
WINTER WONDERLAND	90,000.00	
FOL BUILDING EXPENSES	37,500.00	
TOURISM PROMOTION-WEB SITE	15,000.00	
GROUNDS/FIELD MAINT ESC	43,750.00	
CITY DOWNTOWN LANDSCAPING	75,000.00	
OFFICE EQUIPMENT	0.00	
CHAMBER OF COMMERCE & EDC PROJ	19,250.00	
FOL CAPITAL IMPROVEMENTS	1,000,000.00	
PACVB	55,000.00	
TOTAL HOTEL-MOTEL TAX FUND		**2,087,375.00**

MARINA DEBT SERVICE		
DIST TO OTHER TAX DIST	145,000.00	
REPAY GAMING	670,000.00	
TOTAL MARINA DEBT SERVICE		**815,000.00**
CAMP STREET TIF		
ENGINEERING FEES	150,125.00	
LEGAL FEES	100,000.00	
MAINTENANCE & REPAIR-BUILDINGS	50,000.00	
CONSULTING FEES	5,000.00	
OTHER OPERATING EXPENSES	93,750.00	
PROPERTY TAX EXPENSE	537,500.00	
BIKE TRAIL IDNR/ITEP	25,000.00	
CONSTRUCTION	650,000.00	
CAMP STREET DEBT SERVICE INT.	15,000.00	
2012-F BONDS INTEREST	30,000.00	
2007 BONDS INTEREST	800,000.00	
2010-A INTEREST	600,000.00	
2014 INTEREST	775,000.00	
2016-C INTEREST	40,000.00	
CAMP STREET DEBT SERVICE PRINC.	65,000.00	
2012-F BONDS PRINCIPAL	300,000.00	
2007 BONDS PRINCIPAL	10,000.00	
2016-C PRINCIPAL	1,650,000.00	
2014 PRINCIPAL	1,000,000.00	
2010-A PRINCIPAL	1,250,000.00	
TOTAL CAMP STREET TIF		**8,146,375.00**
W. WASHINGTON STREET TIF		
ENGINEERING FEES	30,000.00	
LEGAL FEES	30,000.00	
CONSULTING FEES	20,000.00	
TRAVEL, TRAINING & MEETING EXP.	5,000.00	
OTHER OPERATING EXPENSES	100,000.00	
STREET PAVING & RESURFACING	100,000.00	
TRANSFER TO CAMP ST. TIF	100,000.00	
SALES TAX REBATE	2,000,000.00	
2012-A BOND INTEREST	100,000.00	
2012-B BOND INTEREST	100,000.00	
2012-C BOND INTEREST	75,000.00	
2012-D BOND INTEREST	50,000.00	
2013-B BOND INTEREST (REF 08 BONDS)	150,000.00	
2016-A INTEREST	250,000.00	
2016-B INTEREST	100,000.00	
2012-A BOND PRINCIPAL	200,000.00	
2012-B BOND PRINCIPAL	200,000.00	
2012-C BOND PRINCIPAL	600,000.00	
2012-D BOND PRINCIPAL	250,000.00	
2013-B BOND PRINCIPAL (REF 08 BONDS)	575,000.00	
2016-A PRINCIPAL	10,000.00	
2016-B PRINCIPAL	10,000.00	
CAT/CAMP STREET PROPERTY LOAN PYMT	600,000.00	
TOTAL W. WASHINGTON STREET TIF		**5,655,000.00**

C. FROM WATER AND SEWER FUND REVENUES

OPERATIONS AND MAINTENANCE ACCOUNT

WATER DEPARTMENT		
SALARIES & WAGES	925,000.00	
CLERICAL SALARIES	80,000.00	
OVERTIME	135,000.00	
IMRF	275,000.00	
ADMIN FEE / ERI	300,000.00	
ENGINEERING FEES	25,000.00	
AUDIT FEES	30,000.00	
ATTORNEY'S FEES	145,000.00	
SOCIAL SECURITY	80,000.00	
CONTRACTUAL SERVICES	100,000.00	
PRINTING	20,000.00	
POSTAGE	40,000.00	
TRAVEL, TRAINING & MEETING EXP	5,938.00	
CLOTHING ALLOWANCE	12,500.00	
INSURANCE	375,000.00	
UTILITIES-BUILDING & OFFICES	26,250.00	
UTILITIES-PUMPING	390,000.00	
INFORMATION TECHNOLOGY	70,000.00	
MAINTENANCE & REPAIR-BUILDINGS	65,000.00	
MAINTENANCE & REPAIR-EQUIPMENT	97,000.00	
MAINTENANCE & REPAIR-VEHICLES	40,000.00	
EQUIPMENT RENTAL	5,000.00	
OTHER OPERATING EXPENSES	15,000.00	
CREDIT CARD FEES	25,000.00	
OFFICE SUPPLIES	7,500.00	
CLOTHING SUPPLIES	6,875.00	
METER PARTS & REPAIRS	1,875.00	
MOTOR FUEL & LUBRICANTS	75,000.00	
BUILDING MAINTENANCE AND SUPPLIES	1,800.00	
WATER MAIN REPAIR SUPPLIES	118,750.00	
WATER TREATMENT SUPPLIES	88,125.00	
METERS	25,000.00	
PIPE & FITTINGS	75,000.00	
OPERATING SUPPLIES	10,000.00	
FIRE HYDRANT SUPPLIES	25,000.00	
CLAIMS & JUDGMENTS	20,000.00	
OFFICE EQUIPMENT PURCHASES	8,000.00	
OPERATING EQUIPMENT PURCHASES	181,250.00	
AUTOMOTIVE EQUIPMENT PURCHASES	50,000.00	
RADIO EQUIPMENT PURCHASES	2,000.00	
WATER MAIN CONSTRUCTION	200,000.00	
WELL CONSTRUCTION	75,000.00	
TOTAL SCHEDULE B WATER DEPARTMENT BUDGET		**4,252,863.00**

SEWER DEPARTMENT		
SALARIES & WAGES	650,000.00	
CLERICAL SALARIES	85,000.00	
OVERTIME	100,000.00	
ADMIN FEE / ERI	300,000.00	
SOCIAL SECURITY	60,000.00	
ENGINEERING FEES-OPERATIONS	125,000.00	
TRAVEL, TRAINING & MEETING EXP	6,000.00	
DUES, SUBSCRIPTIONS & PUBLICATIONS	7,500.00	
INSURANCE	275,000.00	
UTILITIES-BUILDING & OFFICES	7,987.50	
UTILITIES-PUMPING	460,637.50	
MAINTENANCE & REPAIR-BUILDINGS	8,700.00	
MAINTENANCE & REPAIR-VEHICLES	20,275.00	
MAINTENANCE & REPAIR-SEWER	25,750.00	
OTHER OPERATING EXPENSES	30,000.00	
MAINTENANCE & REPAIR-PLANT 1	61,500.00	
MAINTENANCE & REPAIR-PLANT 3	22,501.25	
SLUDGE PROCESSING & HANDLING	71,000.00	
MAINTENANCE $ REPAIR-LIFT STATIONS	60,000.00	
LABORATORY SUPPLIES & EXPENSES	50,000.00	
CLOTHING & SAFETY EQUIPMENT	6,875.00	
MOTOR FUEL & LUBRICANTS	30,000.00	
OTHER OPERATING SUPPLIES	18,562.50	
OPERATING EQUIPMENT PURCHASES	30,000.00	
AUTOMOTIVE EQUIPMENT PURCHASES	125,000.00	
RADIO EQUIPMENT PURCHASES	1,000.00	
SEWER EXTENSIONS	20,000.00	
TOTAL SCHEDULE C SEWER DEPARTMENT BUDGET		**2,658,288.75**
SEWER MAINTENANCE DEPARTMENT		
SALARIES & WAGES	325,000.00	
OVERTIME	50,000.00	
SOCIAL SECURITY	30,000.00	
CLOTHING ALLOWANCE	5,625.00	
INSURANCE	60,000.00	
MAINT & REPAIR VEHICLES	20,750.00	
OTHER OPERATING EXP	3,750.00	
MAINT & REPAIR LIFT STATION	80,000.00	
CLOTHING & SAFETY EQUIPMENT	1,250.00	
MOTOR FUEL & LUBRICANTS	50,000.00	
OPERATING SUPPLIES	10,000.00	
OPERATING EQUIPMENT PURCHASES	30,000.00	
VACTOR TRUCK (LOAN)	100,950.25	
TOTAL SEWER MAINTENANCE DEPARTMENT		**767,325.25**

BOND AND INTEREST ACCOUNT		
BOND ISSUE EXPENSE	2,000.00	
BANK COLL. FEES	2,500.00	
2012-E SERIES REF 2002-A&B INTEREST	15,000.00	
AUTO METER READ LOAN	195,000.00	
2012-E SERIES REF 2002-A&B PRINCIPAL	170,000.00	
1998 WASTEWATER IMP. PAYMENT	0.00	
2000 MEADOW AVE PLANT PROJECT	0.00	
CILCO LANE/KEAYES AVE WATER MAIN	75,000.00	
WWTP#1 RAS STATION	75,000.00	
CENTENNIAL WTP	250,000.00	
TOTAL BOND AND INTEREST ACCOUNT		**784,500.00**
RECURRING CAPITAL IMPROVEMENT ACCOUNT-WATER		
MAINT & REPAIR RESERVOIR/TANKS	100,000.00	
MISC. EXPENSE	43,000.00	
WELL PUMPS, EQUIPMENT & INSTRUMENT	75,000.00	
WATER MAIN CONSTRUCTION	125,000.00	
TOTAL RECURRING CAPITAL IMPROVEMENT ACCOUNT-W		**343,000.00**
IMPROVEMENT & REPLACEMENT ACCOUNT-SEWER		
MAINT & REPAIR STRUCTURES	300,000.00	
SEWER PUMPS, EQUIPMENT & INSTRUMENT	25,000.00	
SEWER CONSTRUCTION	40,000,000.00	
TOTAL IMPROVEMENT & REPLACEMENT ACCOUNT-SEWER		**40,325,000.00**

D. APPROPRIATED FROM MOTOR FUEL TAX FUNDS

MOTOR FUEL TAX FUND		
ENGINEERING FEES	75,000.00	
MISCELLANEOUS EXPENSE	20,000.00	
STREET PAVING & RESURFACING	1,000,000.00	
BRIDGE CONSTRUCTION	20,000.00	
TOTAL MOTOR FUEL TAX FUND		**1,115,000.00**

E. APPROPRIATED FROM REVOLVING LOAN GRANT FUNDS

REVOLVING LOAN GRANT FUND		
FOR REVOLVING LOANS TO BUSINESSES FROM COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM GRANTS PROVIDED BY THE ILLINOIS DEPARTMENT OF COMMERCE & COMMUNITY AFFAIRS (DCCA)		**500,000.00**

F. APPROPRIATED FROM RIVERBOAT GAMING FUNDS

RIVERBOAT GAMING FUNDS		
DISTRIBUTION-GRANT DISPERSMENTS	0.00	
DISTRIBUTION-CITY OF PEORIA	3,000,000.00	
DISTRIBUTION-PUBLIC WORKS	50,000.00	
DISTRIBUTION-POLICE	50,000.00	
DISTRIBUTION-FIRE/AMBULANCE	50,000.00	
DISTRIBUTION-PLANNING & COMM. DEV	25,000.00	
DISTRIBUTION-ADMINISTRATION	325,000.00	
DISTRIBUTION-IT HARDWARE	100,000.00	
DISTRIBUTION-OTHER CAPITAL EXPENDITURES	100,000.00	
DISTRIBUTION-CAPITAL PROJECTS	25,000.00	
DISTRIBUTION-TIFIII/MARINA	25,000.00	
DISTRIBUTION-CAMP ST. TIF LOAN	3,000,000.00	
DISTRIBUTION-W.WASHINGTON TIF LOAN	250,000.00	
TOTAL RIVERBOAT GAMING FUNDS		**7,000,000.00**

G. APPROPRIATED FROM EASTPORT MARINA

EASTPORT MARINA OPERATIONS FUNDS		
SALARIES	185,000.00	
MANAGEMENT FEES	95,000.00	
FUEL	200,000.00	
INSURANCE/WORK COMP	27,500.00	
INSURANCE/HEALTH	50,000.00	
INSURANCE/LIABILITY	35,000.00	
SALES TAX EXPENSE	10,000.00	
INTERNAL DAMAGE	5,000.00	
MERCHANDISE	7,500.00	
UNIFORMS	2,000.00	
OFFICE SUPPLIES	5,000.00	
ACCOUNTING/DATA PROCESSING	1,875.00	
ADVERTISING	15,000.00	
DETAILING	17,500.00	
UTILITIES	75,000.00	
BANK CHARGES	10,000.00	
CELL/PHONE LINES/OFFICE WI-FI	6,250.00	
CABLE	12,500.00	
MISCELLANEOUS	10,000.00	
DUES AND SUBSCRIPTIONS	1,500.00	
CONTRIBUTIONS	1,000.00	
PROMOTIONS/EVENTS	5,000.00	
CONDO DUES	20,000.00	
MAINTENTANCE SUPPLIES	2,500.00	
CLEANING SUPPLIES	20,000.00	
VEHICLE OPERATION	10,000.00	
GENERAL MAINT	6,250.00	
PUMPOUTS	1,000.00	
SECURITY	12,000.00	
LANDSCAPING	12,000.00	
PEST CONTROL	8,000.00	
SERVICE PARTS	75,000.00	
CAPITAL EXPENSES	250,000.00	
TOTAL EASTPORT MARINA OPERATING FUNDS		**1,194,375.00**

GRAND TOTAL ALL FUNDS		**112,824,960.00**

SUMMARY

A. APPROPRIATED FROM GENERAL CORPORATE TAXES AND REVENUE:

Department of Governing Body	1,409,606.00
Department of Accounts & Finance	5,923,183.00
Department of Planning & Development	308,752.00
Department of Vehicle Maintenance	304,877.00
Department of Public Property	1,266,444.00
Department of Information Technology	490,250.00
TOTAL	9,703,112.00

B. APPROPRIATED FROM SPECIAL TAX LEVIES:

Police Protection Fund	6,724,677.00
Fire Protection Fund	6,203,969.00
Garbage Collection & Disposal Fund	1,408,625.00
Emergency Services & Disaster Fund	106,500.00
Public Benefit Fund	10,000.00
Municipal Retirement Fund	615,000.00
Social Security Contribution Fund	625,000.00
Fire Pension Fund	2,265,000.00
Police Pension Fund	2,415,000.00
Bond & Interest	150,000.00
Street & Bridge Fund	3,217,600.00
Municipal Audit Fund	100,000.00
School Crossing Guard Fund	5,000.00
Sewer Chlorination Fund	5,000.00
Street Lighting Fund	250,000.00
Workers' Compensation & Liab. Insurance Fund	2,000,000.00
Unemployment Insurance Fund	500,000.00
Hotel-Motel Tax Fund	2,087,375.00
EastSide Centre Fund	876,375.00
Special Allocation/Dist III Marina Fund	815,000.00
Camp Street TIF	8,146,375.00
W. Washington Street TIF	5,655,000.00
TOTAL	44,181,496.00

C. APPROPRIATED FROM WATER AND SEWER FUND REVENUES:

Water Department	4,252,863.00
Sewer Department	2,658,288.75
Sewer Maintenance Department	767,325.25
Bond & Interest Account	784,500.00
Recurring Capital Improvement Account - Water	343,000.00
Recurring Capital Improvement Account - Sewer	40,325,000.00
TOTAL	49,130,977.00

D. APPROPRIATED FROM MOTOR FUEL TAX FUNDS	1,115,000.00
E. APPROPRIATED FROM REVOLVING LOAN GRANT FUNI	500,000.00
F. APPROPRIATED FROM RIVERBOAT FUNDS	7,000,000.00
G. APPROPRIATED FROM MARINA FUNDS	1,194,375.00
GRAND TOTAL ALL FUNDS	**112,824,960.00**

Section 2. All unexpended balances of any item or items or any general or special appropriation made by this ordinance may be expended in making up any deficiency in any item or items in the same general appropriation and for the same general purpose, or in like appropriation made by this ordinance.

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

Section 4. This ordinance and its provisions are hereby declared and stated to be urgent and necessary for the immediate preservation of the public health and safety of the City of East Peoria, Illinois.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication thereof, as required by law.

_____Day of , 2020

Approved:

_____
Mayor

Attest:

_____
City Clerk

Examined and Approved:

_____
Corporate Counsel

CITY OF EAST PEORIA

COMPARISON - 2019-2020 APPROPRIATIONS AND 2020-2021 APPROPRIATIONS

FUND	2019-2020 APPROPRIATIONS	2020-2021 APPROPRIATIONS
General Corporate	9,133,015	9,703,112
Police Protection	6,885,744	6,724,677
Fire Protection	5,660,250	6,203,969
Garbage Collection & Disposal	1,410,500	1,408,625
Emergency Services & Disaster	106,500	106,500
Public Benefit	10,000	10,000
Municipal Retirement	615,000	615,000
Social Security	625,000	625,000
Fire Pension Fund	2,265,000	2,265,000
Police Pension Fund	2,315,000	2,415,000
Bond & Interest	150,000	150,000
Street & Bridge	3,680,125	3,217,600
Municipal Audit	100,000	100,000
School Crossing Guard	5,000	5,000
Sewer Chlorination	45,000	5,000
Street Lighting	250,000	250,000
Workers' Comp. & Liability Insurance	1,500,000	2,000,000
Unemployment Insurance	50,000	500,000
Hotel - Motel Tax	1,593,000	2,087,375
Eastside Centre	862,563	876,375
TIF Dist III/Marina	815,000	815,000
Camp Street TIF	7,690,000	8,146,375
W. Washington Street TIF	5,825,000	5,655,000
Water & Sewer	49,019,449	49,130,977
Motor Fuel Tax Fund	840,000	1,115,000
Revolving Loan Fund	500,000	500,000
Riverboat Gaming Fund	7,700,000	7,000,000
EastPort Marina	1,109,125	1,194,375
GRAND TOTAL ALL FUNDS	**110,760,271**	**112,824,960**

RESOLUTION NO. 1920-124

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the Working Cash Budget, hereto attached, for various funds of the City of East Peoria for the Fiscal Year May 1, 2020 to April 30, 2021 for the purpose of Internal Administrative Control of Cash Expenditures be hereby approved and that this Resolution No. 1920-124 be adopted as presented.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF EAST PEORIA, ILLINOIS

ANNUAL BUDGET

FISCAL YEAR ENDING APRIL 30, 2021

MAYOR
John P. Kahl

COMMISSIONERS
Daniel Decker Mark Hill
Michael Sutherland Seth Mingus

FUND: GENERAL CORPORATE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
01-00-0-300	PROPERTY TAXES	0	0	0	0	0%
01-00-0-301	PYMNT-LEU OF PROPERTY TAX	15,000	15,000	22,500	15,000	0%
01-00-0-302	NON-HOME RULE SALES TAX	9,250,000	4,808,812	7,213,219	9,300,000	0%
01-00-0-303	1% MUNICIPAL SALES TAXES	7,500,000	4,096,283	6,144,424	7,850,000	4%
01-00-0-307	OUT OF STATE USE TAX	700,000	368,584	552,877	750,000	7%
01-00-0-311	STATE INCOME TAXES	2,075,000	1,381,194	2,071,792	2,250,000	8%
01-00-0-313	STATE REPLACEMENT TAXES	0	939,100	1,408,650	119,000	0%
01-00-0-314	AUTO RENTAL TAX	10,000	7,632	11,449	12,500	25%
01-00-0-320	LIQUOR LICENSES	120,000	27,837	41,756	123,750	3%
01-00-0-321	DOG FINES	2,000	825	1,237	2,000	0%
01-00-0-323	TRAILER PARK LICENSES	200	0	0	200	0%
01-00-0-328	CONTRACTUAL RECEIPTS	4,000	2,145	3,217	4,250	6%
01-00-0-329	OTHER LICENSES	9,000	1,382	2,073	7,500	(16%)
01-00-0-330	FINES COLLECTED	250,000	123,011	184,517	250,000	0%
01-00-0-331	DEPARTMENTAL SALES GASOLINE	0	160	240	0	0%
01-00-0-340	BUILDING PERMIT FEES	40,000	16,943	25,415	40,000	0%
01-00-0-341	PLUMBING PERMIT FEES	4,000	1,821	2,731	4,000	0%
01-00-0-342	ELECTRICAL PERMIT FEES	10,000	18,373	27,559	15,000	50%
01-00-0-343	SIGN PERMIT FEES	2,000	1,062	1,593	2,000	0%
01-00-0-344	FIRE REVIEW FEES	19,000	7,250	10,875	19,000	0%
01-00-0-345	DEMOLITION PERMIT FEES	1,250	470	705	1,000	(20%)
01-00-0-348	MISCELLANEOUS PERMIT FEES	20,000	8,656	12,985	20,000	0%
01-00-0-350	RENTALS & LEASES	230,000	147,814	221,721	230,000	0%
01-00-0-351	INTEREST INCOME	115,000	142,458	213,687	125,000	8%
01-00-0-352	EQUIP&PROPERTY&RECYC SALES	2,500	26,519	39,778	2,500	0%
01-00-0-355	REIMBURSEMENTS	600,000	133,562	200,343	600,000	0%
01-00-0-356	ENERGY AGGREGATION	70,000	46,137	69,205	70,000	0%
01-00-0-357	CABLE TV FRANCHISE	425,000	204,198	306,298	425,000	0%
01-00-0-358	TELECOMMUNICATIONS TAX	475,000	246,305	369,458	425,000	(10%)
01-00-0-359	GAS FRANCHISE FEES	188,000	44,650	66,975	188,000	0%
01-00-0-360	SMALL CELL TOWERS	2,000	0	0	1,000	(50%)
01-00-0-380	MISCELLANEOUS RECEIPTS	10,000	4,297	6,446	10,000	0%
01-00-0-381	CODE ENFORCEMENT RECEIPTS	10,000	4,043	6,064	10,000	0%
01-00-0-382	PROPERTY REGISTRATION FEES	0	18,189	27,284	25,000	0%
01-00-0-397	TRANS FROM OTHER FUNDS	0	0	0	0	0%
01-00-0-398	TRANS. FROM WORKING CASH FUND	(686,455)	(95)	(142)	(1,481,081)	115%
TOTAL		21,472,495	12,844,617	19,266,931	21,415,619	0%

FUND: GENERAL CORPORATE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
TOTAL REVENUES:		21,472,495	12,844,617	19,266,931	21,415,619	0%
EXPENSES						
01-00-0-195	TRANSFERS TO OTHER FUNDS	0	0	0	0	0%
TOTAL		0	0	0	0	0%
TOTAL		0	0	0	0	0%
GOVERNING BODY						
EXPENSES						
PUBLIC AFFAIRS						
01-01-1-001	SALARIES AND WAGES	50,000	63,840	95,760	105,376	110%
01-01-1-021	PRINTING	500	211	316	500	0%
01-01-1-023	POSTAGE	500	3	5	500	0%
01-01-1-025	TRAVEL AND MEETING EXPENSES	2,000	565	848	2,000	0%
01-01-1-035	DUES,SUBCRIPTIONS,& PUBLICATIN	2,500	2,540	3,810	2,500	0%
01-01-1-045	UTILITIES	2,500	2,400	3,600	2,400	(4%)
01-01-1-070	OTHER OPERATING EXPENSES	2,000	1,201	1,802	2,000	0%
01-01-1-100	OFFICE SUPPLIES	500	226	339	500	0%
01-01-1-182	EMPLOYEE/COMMISSIONS RELATIONS	6,000	4,597	6,896	6,000	0%
TOTAL PUBLIC AFFAIRS		66,500	75,583	113,376	121,776	83%
LEGAL DEPARTMENT						
01-01-2-014	SPECIAL ATTORNEYS FEES	400,000	356,120	534,180	410,000	2%
01-01-2-069	COURT COSTS,RECORDING,FEES	3,000	1,912	2,868	3,000	0%
01-01-2-070	OTHER OPERATING EXPENSES	10,000	5,059	7,589	10,000	0%
TOTAL LEGAL DEPARTMENT		413,000	363,091	544,637	423,000	2%
BOARDS AND COMMISSIONS						
01-01-3-001	FIRE & POLICE COMM SALARIES	7,200	4,200	6,300	7,200	0%
01-01-3-014	SPECIAL ATTORNEYS FEES	6,000	0	0	6,000	0%
01-01-3-020	CONTRACTUAL SERVICES	5,000	4,475	6,712	5,000	0%
01-01-3-021	PRINTING	0	76	115	0	0%
01-01-3-023	POSTAGE	0	0	0	0	0%
01-01-3-035	DUES,SUBSCRIPTION,PUBLICATIONS	2,000	495	742	2,000	0%
01-01-3-070	EXAMINATIONS/PHYSICAL	9,500	15,641	23,461	9,500	0%
01-01-3-100	OFFICE SUPPLIES	250	370	555	250	0%
TOTAL BOARDS AND COMMISSIONS		29,950	25,257	37,885	29,950	0%

FUND: GENERAL CORPORATE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
GOVERNING BODY						
CITY CLERKS BUDGET						
01-01-4-001	SALARIES	78,600	52,388	78,582	79,975	1%
01-01-4-021	PRINTING	9,000	1,078	1,617	8,700	(3%)
01-01-4-022	LEGAL PUBLICATIONS,FILING FEES	500	0	0	500	0%
01-01-4-023	POSTAGE	200	26	40	200	0%
01-01-4-025	TRAVEL,TRAINING & MEETING EXP	1,500	165	248	1,794	19%
01-01-4-035	DUES SUB & PUBLICATIONS	1,200	195	293	900	(25%)
01-01-4-070	OTHER OPERATING EXP	5,000	9	14	1,000	(80%)
01-01-4-100	OFFICE SUPPLIES	300	436	655	300	0%
TOTAL CITY CLERKS BUDGET		96,300	54,297	81,449	93,369	(3%)
CITY ADMINISTRATOR'S BUDGET						
01-01-5-001	SALARIES	351,000	67,389	101,084	215,905	(38%)
01-01-5-020	CONT SERV/CONSLNT FEES	10,000	0	0	10,000	0%
01-01-5-021	PRINTING	500	0	0	500	0%
01-01-5-023	POSTAGE	500	158	237	600	20%
01-01-5-025	TRAVEL,TRAINING & MEETING EXP	3,500	4,208	6,313	5,000	42%
01-01-5-035	DUES,SUB & PUBLICATIONS	2,500	339	508	2,500	0%
01-01-5-045	UTILITIES-TELEPHONE	1,200	600	900	1,200	0%
01-01-5-052	VEHICLE MAINTENANCE	500	0	0	0	(100%)
01-01-5-070	OTHER OPERATING EXP	2,500	0	0	2,500	0%
01-01-5-100	OFFICE SUPPLIES	1,000	459	689	1,000	0%
01-01-5-160	CAPITAL/EQUIPMENT	0	0	0	100,000	0%
01-01-5-182	EMPLOYEE RELATIONS	12,000	6,776	10,164	12,000	0%
TOTAL CITY ADMINISTRATOR'S BUDGET		385,200	79,929	119,895	351,205	(8%)
TOTAL GOVERNING BODY		990,950	598,157	897,242	1,019,300	2%
ACCOUNTS AND FINANCE						
EXPENSES						
01-02-0-001	SALARIES AND WAGES	193,000	130,479	195,719	196,373	1%
01-02-0-021	PRINTING	2,000	0	0	2,000	0%
01-02-0-022	LEGAL PUBLICATIONS	2,000	1,968	2,953	1,950	(2%)
01-02-0-023	POSTAGE	250	0	0	250	0%
01-02-0-025	TRAVEL,TRAINING & MEETING EXP	2,500	85	127	1,000	(60%)
01-02-0-035	DUES,SUBSCRIPTIONS,PUBLICATION	500	225	337	475	(5%)
01-02-0-040	GROUP INSURANCE	3,000,000	2,275,284	3,412,926	3,500,000	16%

FUND: GENERAL CORPORATE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
ACCOUNTS AND FINANCE						
EXPENSES						
01-02-0-045	UTILITIES-TELEPHONE	600	600	900	600	0%
01-02-0-070	OTHER OPERATING EXPENSE	2,000	1,301	1,951	2,000	0%
01-02-0-100	OFFICE SUPPLIES	750	412	618	750	0%
01-02-0-181	REVENUE SHARING-SCHOOLS	970,000	458,712	688,068	975,000	0%
01-02-0-182	EAST PEORIA RICHLAND/YTH GRANT	0	0	0	0	0%
01-02-0-187	CABLE TV FRANCHISE SHARING	75,000	74,403	111,604	150,000	100%
01-02-0-197	DEVELOPMENT AGREEMENTS/SP REV	150,000	0	0	150,000	0%
01-02-0-234	KOHLS INTEREST EXPENSE	0	0	0	0	0%
01-02-0-235	KOHLS PRINCIPAL EXPENSE	0	0	0	0	0%
TOTAL		4,398,600	2,943,469	4,415,203	4,980,398	13%
TOTAL ACCOUNTS AND FINANCE		4,398,600	2,943,469	4,415,203	4,980,398	13%
PLANNING AND DEVELOPEMENT						
EXPENSES						
01-03-0-001	SALARIES AND WAGES	203,500	157,962	236,943	207,000	1%
01-03-0-002	CODE ENFORCEMENT	0	0	0	0	0%
01-03-0-020	CONSULTANTS FEES	10,000	9,059	13,588	10,000	0%
01-03-0-021	PRINTING	500	66	99	500	0%
01-03-0-023	POSTAGE	500	279	419	500	0%
01-03-0-025	TRAVEL,TRAINING & MEETING EXP	3,500	1,535	2,302	3,000	(14%)
01-03-0-035	DUES,SUBSCRIPTIONS & PUB	2,000	2,190	3,285	2,250	12%
01-03-0-045	UTILITIES	2,500	1,691	2,537	2,750	10%
01-03-0-052	MAINTENANCE & REPAIR VEHICLES	500	82	124	800	60%
01-03-0-069	FARMER'S MARKET	3,000	3,012	4,518	3,000	0%
01-03-0-070	OTHER OPERATING EXPENSES	1,000	310	465	1,000	0%
01-03-0-100	OFFICE SUPPLIES	1,500	773	1,160	1,250	(16%)
01-03-0-115	MOTOR FUEL & LUBRICANTS	750	25	38	750	0%
01-03-0-127	OPERATING SUPPLIES	500	163	245	500	0%
01-03-0-128	GIS EXPENSES	5,000	5,148	7,722	7,500	50%
01-03-0-155	OFFICE EQUIPMENT	500	201	302	500	0%
TOTAL		235,250	182,496	273,747	241,300	2%
TOTAL PLANNING AND DEVELOPEMENT		235,250	182,496	273,747	241,300	2%
VEHICLE MAINTENANCE						
EXPENSES						

FUND: GENERAL CORPORATE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
VEHICLE MAINTENANCE						
01-04-0-001	WAGES & LABOR	153,608	143,883	215,824	237,012	54%
01-04-0-006	OVERTIME	25,000	4,716	7,075	25,100	0%
01-04-0-025	TRAVEL,TRAINING,MEETING EXP	500	0	0	1,800	260%
01-04-0-051	MAINTENANCE & REPAIR EQUIPMENT	500	0	0	500	0%
01-04-0-052	MAINTENANCE & REPAIR-VEHICLES	3,000	936	1,405	1,621	(45%)
01-04-0-070	OPERATING EXPENSES	9,500	7,495	11,243	6,681	(29%)
01-04-0-071	WELDING GASSES	500	0	0	500	0%
01-04-0-110	CLOTHING & SAFETY EQUIPMENT	4,200	3,624	5,437	6,300	50%
01-04-0-115	MOTOR FUEL & LUBRICANTS	2,000	508	762	2,000	0%
01-04-0-127	OPERATING SUPPLIES	12,500	0	0	500	(96%)
01-04-0-160	OPERATING EQUIPMENT PURCHASES	0	0	0	2,900	0%
TOTAL		211,308	161,162	241,746	284,914	34%
TOTAL VEHICLE MAINTENANCE		211,308	161,162	241,746	284,914	34%
PUBLIC PROPERTY EXPENSES						
01-05-0-001	MAINTENANCE WAGES	233,000	163,564	245,346	258,868	11%
01-05-0-006	OVERTIME	1,000	70	105	1,500	50%
01-05-0-007	PART TIME WAGES	65,000	37,561	56,342	62,605	(3%)
01-05-0-012	ENGINEERING & ARCHITECT FEES	0	660	990	1,000	0%
01-05-0-019	CONTRACTED INSPECTOR FEES	42,000	21,622	32,433	43,000	2%
01-05-0-020	CONTRACTUAL SERVICES	75,000	42,410	63,616	78,000	4%
01-05-0-021	PRINTING	500	184	276	600	20%
01-05-0-023	POSTAGE	250	13	20	350	40%
01-05-0-025	TRAVEL,TRAINING & MEETING EXP	3,000	1,541	2,312	2,000	(33%)
01-05-0-035	DUES,SUBSCRIPTIONS,PUBLICATION	2,000	394	592	3,000	50%
01-05-0-044	UTILITIES-PHONE	5,500	3,940	5,911	4,000	(27%)
01-05-0-045	UTILITIES-POWER & GAS	70,000	45,335	68,003	72,000	2%
01-05-0-050	MAINTENANCE & REPAIR-BUILDINGS	15,000	42,457	63,686	10,000	(33%)
01-05-0-051	MAINTENANCE & REPAIR-EQUIPMENT	20,000	6,410	9,615	13,000	(35%)
01-05-0-052	MAINTENANCE & REPAIR-VEHICLES	5,000	2,423	3,635	4,000	(20%)
01-05-0-062	RENTAL PAYMENTS	1,500	61	91	1,000	(33%)
01-05-0-070	OTHER OPERATING EXPENSES	13,000	10,081	15,121	14,000	7%
01-05-0-071	DEMOLITIONS	50,000	3,234	4,851	30,000	(40%)
01-05-0-100	OFFICE SUPPLIES	2,500	2,324	3,486	3,000	20%
01-05-0-110	SAFETY EQUIPMENT & SUPPLIES	1,000	523	785	1,200	20%

FUND: GENERAL CORPORATE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
PUBLIC PROPERTY						
EXPENSES						
01-05-0-115	MOTOR FUEL & LUBRICANTS	3,000	188	282	3,000	0%
01-05-0-121	CLEANING & MAINT SUPPLIES	15,000	7,761	11,642	15,500	3%
01-05-0-127	OPERATING SUPPLIES	1,000	0	0	1,000	0%
01-05-0-150	LAND & BUILDING PURCHASES	422,000	421,959	632,939	421,960	0%
01-05-0-151	BUILDING CONSTRUCTION & IMPROV	30,000	3,019	4,529	35,000	16%
01-05-0-160	OPERATING EQUIPMENT PURCHASES	70,000	0	0	35,000	(50%)
01-05-0-200	MUD TO PARKS	0	28	42	0	0%
TOTAL		1,146,250	817,762	1,226,650	1,114,583	(2%)
TOTAL PUBLIC PROPERTY		1,146,250	817,762	1,226,650	1,114,583	(2%)
INFORMATION TECHNOLOGY						
EXPENSES						
--- UNDEFINED CODE ---						
01-06-0-001	SALARIES AND WAGES	100,000	3,871	5,807	0	(100%)
01-06-0-006	OVERTIME	0	215	322	0	0%
01-06-0-020	CONTRACTUAL SERVICES	20,000	83,815	125,722	182,700	813%
01-06-0-025	TRAVEL,TRAINING, & MEETING EXP	4,000	4,536	6,804	0	(100%)
01-06-0-035	DUES, SUBSCRIPTIONS, & PUB	500	0	0	0	(100%)
01-06-0-045	UTILITIES	60,000	27,754	41,631	48,000	(20%)
01-06-0-047	SOFTWARE LICENSING	92,000	67,114	100,671	100,000	8%
01-06-0-048	MAINT & REPAIR	22,000	14,091	21,137	20,000	(9%)
01-06-0-070	OTHER OPERATING EXPENSES	5,000	11,976	17,964	5,000	0%
01-06-0-100	OFFICE SUPPLIES	500	137	205	500	0%
01-06-0-127	OPERATING SUPPLIES	500	0	0	0	(100%)
01-06-0-149	HARDWARE	21,000	4,209	6,314	0	(100%)
01-06-0-155	OFFICE EQUIPMENT	1,000	0	0	0	(100%)
01-06-0-160	OPERATING EQUIPMENT PURCHASES	50,000	0	0	36,000	(28%)
01-06-0-199	IT SPECIAL PROJECT	0	10,384	15,576	0	0%
TOTAL --- UNDEFINED CODE ---		376,500	228,102	342,153	392,200	4%
TOTAL INFORMATION TECHNOLOGY		376,500	228,102	342,153	392,200	4%
TOTAL FUND REVENUES & BEG. BALANCE		21,472,495	12,844,617	19,266,931	21,415,619	0%
TOTAL FUND EXPENSES		7,358,858	4,931,148	7,396,741	8,032,695	9%
FUND SURPLUS (DEFICIT)		14,113,637	7,913,469	11,870,190	13,382,924	(5%)

FUND: EMERGENCY SERV & DISASTER AST

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
02-00-0-300	PROPERTY TAXES	75,000	68,633	102,950	75,000	0%
02-00-0-351	INTEREST INCOME	20	0	0	100	400%
TOTAL		75,020	68,633	102,950	75,100	0%
TOTAL REVENUES:		75,020	68,633	102,950	75,100	0%
EXPENSES						
02-00-0-045	UTILITIES	520	418	627	660	26%
02-00-0-051	MAINT & REPAIR EQUIPMNT	10,000	1,888	2,832	10,000	0%
02-00-0-160	OPERATING EQUIPMENT PURCHASES	64,500	38,965	58,447	60,000	(6%)
TOTAL		75,020	41,271	61,906	70,660	(5%)
TOTAL		75,020	41,271	61,906	70,660	(5%)
TOTAL FUND REVENUES & BEG. BALANCE		75,020	68,633	102,950	75,100	0%
TOTAL FUND EXPENSES		75,020	41,271	61,906	70,660	(5%)
FUND SURPLUS (DEFICIT)		0	27,362	41,044	4,440	0%

FUND: POLICE PROTECTION FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
03-00-0-300	PROPERTY TAXES	0	0	0	0	0%
03-00-0-310	REIMBURSEMENTS	200,000	57,733	86,600	275,000	37%
03-00-0-331	OTHER DEPARTMENTAL REVENUE	20,000	4,768	7,153	20,000	0%
03-00-0-332	IMPOUNDMENT OF VEHICLES FEES	80,000	42,000	63,000	80,000	0%
03-00-0-335	F.T.A. FEES	3,000	1,154	1,731	2,500	(16%)
03-00-0-351	INTEREST INCOME	1,000	1,352	2,029	1,000	0%
03-00-0-355	STEP GRANT REIMBURSEMENT	25,000	15,903	23,855	33,152	32%
03-00-0-371	D.A.R.E. RECEIPTS	0	0	0	0	0%
03-00-0-372	ISP FINGERPRINTING RECEIPTS	1,500	1,100	1,650	1,500	0%
03-00-0-378	ASSET FORFEITURE	1,500	(2,613)	(3,920)	1,500	0%
03-00-0-379	PROPERTY ROOM RECEIPTS	0	0	0	0	0%
03-00-0-380	COMMUNICATIONS SERVICES	0	0	0	0	0%
03-00-0-381	SPECIAL DRUG ENF RECEIPTS	500	0	0	500	0%
03-00-0-382	DUI FUND RECEIPTS	15,000	13,042	19,563	15,000	0%
03-00-0-384	POLICE VEHICLE FUND FINES DUI	15,000	4,227	6,341	15,000	0%
03-00-0-385	E-CITATION FEES DRUG	1,000	997	1,495	1,000	0%
03-00-0-386	CANNABIS EXCISE TAX	0	0	0	15,000	0%
03-00-0-398	INTERFUND TRANSFERS	0	215	322	0	0%
TOTAL		363,500	139,878	209,819	461,152	26%
TOTAL REVENUES:		363,500	139,878	209,819	461,152	26%
EXPENSES						
03-00-0-001	POLICE SALARIES	4,600,000	2,815,824	4,223,737	4,390,862	(4%)
03-00-0-002	GRANT OVERTIME	25,000	21,478	32,217	33,152	32%
03-00-0-003	CLERICAL WAGES	150,000	72,080	108,120	224,790	49%
03-00-0-004	TELECOMMUNICATOR SALARIES	0	181,603	272,404	0	0%
03-00-0-005	TELECOMMUNICATORS OVERTIME	0	0	0	0	0%
03-00-0-006	OVERTIME	240,000	232,827	349,241	250,000	4%
03-00-0-018	ANIMAL CONTROL	28,752	16,772	25,158	28,752	0%
03-00-0-020	CONTRACTUAL SERVICES	539,500	314,980	472,471	541,867	0%
03-00-0-021	PRINTING	4,000	3,975	5,963	5,005	25%
03-00-0-023	POSTAGE	2,000	693	1,040	1,780	(11%)
03-00-0-025	TRAINING & MEETING EXPENSES	55,000	21,112	31,668	55,000	0%
03-00-0-026	RANGE & AMMUNITION	7,500	1,554	2,331	7,500	0%
03-00-0-030	CLOTHING ALLOWANCE	97,600	70,710	106,066	68,200	(30%)
03-00-0-035	DUES,SUBSCRIPTIONS&PUBLICATION	20,000	31,177	46,766	20,000	0%
03-00-0-045	UTILITIES	45,000	30,430	45,646	45,000	0%

FUND: POLICE PROTECTION FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
EXPENSES						
03-00-0-050	MAINT & REPAIR BUILDINGS	50,000	11,332	16,998	25,000	(50%)
03-00-0-051	MAINTENANCE & REPAIR-EQUIPMENT	15,000	9,795	14,692	14,885	0%
03-00-0-052	MAINTENANCE & REPAIR-VEHICLES	50,000	53,875	80,813	45,000	(10%)
03-00-0-053	MAINTENANCE & REPAIR-RADIOS	10,000	7,765	11,648	10,000	0%
03-00-0-061	EQUIPMENT RENTAL	0	0	0	0	0%
03-00-0-070	OTHER OPERATING EXPENSES	16,000	12,778	19,167	16,000	0%
03-00-0-071	C.R.O. SUPPLIES	0	0	0	2,000	0%
03-00-0-072	ISP FINGERPRINTING	500	414	621	600	20%
03-00-0-100	OFFICE SUPPLIES	7,500	3,051	4,576	7,500	0%
03-00-0-115	MOTOR FUEL & LUBRICANTS	115,000	68,239	102,359	115,000	0%
03-00-0-121	CLEANING & MAINT SUPPLIES	3,000	1,011	1,517	2,999	0%
03-00-0-127	OPERATING SUPPLIES	3,500	1,226	1,839	4,010	14%
03-00-0-149	C.I.E.R.T.	6,500	1,449	2,174	6,500	0%
03-00-0-160	OPERATING EQUIP PURCHASES	315,000	15,853	23,780	185,600	(41%)
03-00-0-181	INTERGOV AGREEMENT-MEG	6,743	3,618	5,427	6,743	0%
03-00-0-182	SPECIAL DRUG ENF EXPENSE	2,500	27	41	2,500	0%
03-00-0-183	DUI FUND EXPENSES	20,000	6,273	9,410	30,000	50%
03-00-0-184	K-9 EXPENSES DRUG	8,000	1,018	1,527	5,000	(37%)
03-00-0-185	POLICE VEHICLE FUND EXP DUI	25,000	221	331	25,000	0%
TOTAL		6,468,595	4,013,160	6,019,748	6,176,245	(4%)
TOTAL		6,468,595	4,013,160	6,019,748	6,176,245	(4%)
TOTAL FUND REVENUES & BEG. BALANCE		363,500	139,878	209,819	461,152	26%
TOTAL FUND EXPENSES		6,468,595	4,013,160	6,019,748	6,176,245	(4%)
FUND SURPLUS (DEFICIT)		(6,105,095)	(3,873,282)	(5,809,929)	(5,715,093)	(6%)

FUND: FIRE PROTECTION FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
04-00-0-300	PROPERTY TAXES	0	2,583	3,875	0	0%
04-00-0-304	2% FIRE INSURANCE TAX	37,000	49,060	73,590	45,000	21%
04-00-0-310	TAXES FROM GARDENA FIRE DIST.	6,500	3,912	5,869	6,500	0%
04-00-0-351	INTEREST INCOME	4,000	6,815	10,223	5,000	25%
04-00-0-355	REIMBURSEMENTS	10,000	17,971	26,957	10,000	0%
04-00-0-360	AMBULANCE SERVICE FEES	950,000	652,431	978,647	1,050,000	10%
04-00-0-362	MOBILE INTEGRATED HEALTH	0	0	0	0	0%
04-00-0-380	MISC. RECEIPTS	10,000	21,068	31,602	10,000	0%
04-00-0-383	CPR INCOME	2,000	0	0	2,000	0%
04-00-0-398	INTERFUND TRANSFER	0	0	0	0	0%
TOTAL		1,019,500	753,840	1,130,763	1,128,500	10%
TOTAL REVENUES:		1,019,500	753,840	1,130,763	1,128,500	10%
EXPENSES						
04-00-0-001	REGULAR SALARIES	3,935,000	2,756,139	4,134,209	4,225,509	7%
04-00-0-006	OVERTIME/SPECIALS	300,000	200,516	300,774	300,000	0%
04-00-0-019	CONTRACTUAL SERVICES	127,700	69,605	104,407	151,724	18%
04-00-0-020	NORTHERN TAZEWELL FIRE DEPT	76,000	74,984	112,476	78,000	2%
04-00-0-021	PRINTING	500	139	209	250	(50%)
04-00-0-023	POSTAGE	100	172	259	425	325%
04-00-0-025	TRAINING & MEETING EXPENSES	30,000	18,432	27,648	25,000	(16%)
04-00-0-026	NEW HIRE TRAINING	35,000	22,602	33,903	30,000	(14%)
04-00-0-030	CLOTHING ALLOWANCE	24,000	21,562	32,343	24,000	0%
04-00-0-035	DUES,SUBSCRIPTIONS,PUBLICATION	3,000	2,497	3,746	500	(83%)
04-00-0-040	INSURANCE	0	0	0	0	0%
04-00-0-045	UTILITIES	38,000	21,457	32,185	38,000	0%
04-00-0-049	INFORMATION TECHNOLOGY	25,000	20,133	30,200	25,000	0%
04-00-0-050	MAINT & REPAIR BUILDINGS	40,000	31,643	47,464	30,000	(25%)
04-00-0-051	MAINTENANCE & REPAIR-EQUIPMENT	20,000	10,752	16,128	20,000	0%
04-00-0-052	MAINTENANCE & REPAIR-VEHICLES	115,000	30,171	45,256	115,000	0%
04-00-0-053	MAINTENANCE & REPAIR-RADIOS	5,000	4,292	6,438	5,000	0%
04-00-0-069	2% FIRE INS TAX EXPENSES	37,000	8,852	13,278	45,000	21%
04-00-0-070	OTHER OPERATING EXPENSES	10,000	10,143	15,214	7,000	(30%)
04-00-0-071	FIRE PREVENTION	3,500	3,045	4,568	3,500	0%
04-00-0-072	FIRE INVESTIGATIONS	4,000	2,209	3,314	4,000	0%
04-00-0-073	MEDICAL TESTS	19,000	5,733	8,600	25,000	31%
04-00-0-100	OFFICE SUPPLIES	2,500	1,781	2,672	2,500	0%

FUND: FIRE PROTECTION FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
EXPENSES						
04-00-0-110	CLOTHING SUPPLIES	35,000	12,593	18,890	35,000	0%
04-00-0-115	MOTOR FUEL & LUBRICANTS	40,000	22,754	34,132	40,000	0%
04-00-0-120	VEHICLE SUPPLIES & ACCESSORIES	0	0	0	0	0%
04-00-0-121	CLEANING & MAINT BUILDINGS	3,500	4,033	6,049	6,000	71%
04-00-0-127	OPERATING SUPPLIES	5,000	3,602	5,404	5,000	0%
04-00-0-128	OPERATING SUPPLIES EMS	55,000	29,891	44,836	50,000	(9%)
04-00-0-160	OPERATING EQUIPMENT PURCHASES	105,000	83,431	125,147	73,000	(30%)
04-00-0-162	RADIO EQUIPMENT PURCHASES	10,000	0	0	0	(100%)
04-00-0-180	AMBULANCE OVERPAYMENT REFUNDS	10,000	7,389	11,084	12,000	20%
04-00-0-181	MEDICAL BILLING	40,000	28,996	43,494	45,000	12%
04-00-0-182	AMBULANCE MEMORIAL EXPENSE	0	2,517	3,776	0	0%
TOTAL		5,153,800	3,512,065	5,268,103	5,421,408	5%
TOTAL		5,153,800	3,512,065	5,268,103	5,421,408	5%
TOTAL FUND REVENUES & BEG. BALANCE		1,019,500	753,840	1,130,763	1,128,500	10%
TOTAL FUND EXPENSES		5,153,800	3,512,065	5,268,103	5,421,408	5%
FUND SURPLUS (DEFICIT)		(4,134,300)	(2,758,225)	(4,137,340)	(4,292,908)	3%

FUND: SOLID WASTE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
05-00-0-300	PROPERTY TAXES	0	0	0	0	0%
05-00-0-351	INTEREST INCOME	0	1,545	2,318	0	0%
05-00-0-355	REIMBURSEMENTS	5,000	0	0	2,000	(60%)
05-00-0-380	MISCELLANEOUS RECEIPTS	175,000	57,061	85,592	165,000	(5%)
05-00-0-382	RECYCLING TOTER SALES	37,500	34,475	51,712	45,000	20%
05-00-0-398	INTERFUND TRANSFERS	0	(120)	(180)	0	0%
TOTAL		217,500	92,961	139,442	212,000	(2%)
TOTAL REVENUES:		217,500	92,961	139,442	212,000	(2%)
EXPENSES						
05-00-0-001	LABOR & WAGES	214,603	97,806	146,710	218,004	1%
05-00-0-006	OVERTIME	25,000	9,385	14,077	22,000	(12%)
05-00-0-016	CLEANUP	20,000	10,080	15,120	20,000	0%
05-00-0-017	LANDFILL FEES	450,000	290,176	435,264	450,000	0%
05-00-0-018	RECYCLING TIPPING FEES	32,000	51,301	76,951	51,996	62%
05-00-0-020	CONTRACTUAL SERVICES	0	138,441	207,662	0	0%
05-00-0-030	CLOTHING ALLOWANCE	3,000	1,000	1,500	1,500	(50%)
05-00-0-052	MAINTENANCE & REPAIR-VEHICLES	60,000	50,163	75,245	75,200	25%
05-00-0-070	OTHER OPERATING EXPENSES	16,000	11,645	17,468	22,215	38%
05-00-0-071	CREDIT CARD FEES	2,000	3,954	5,931	2,000	0%
05-00-0-110	CLOTHING & SAFETY EQUIPMENT	2,000	210	315	2,000	0%
05-00-0-115	MOTOR FUEL & LUBRICANTS	45,000	34,948	52,422	45,000	0%
05-00-0-127	OPERATING SUPPLIES	0	0	0	0	0%
05-00-0-160	OPERATING EQUIPMENT PURCHASES	178,500	68,693	103,040	80,000	(55%)
05-00-0-200	SOLID WASTE TRUCK LOAN	0	136,558	204,837	0	0%
05-00-0-201	LOAN INTEREST	0	1,963	2,945	0	0%
TOTAL		1,048,103	906,323	1,359,487	989,915	(5%)
TOTAL		1,048,103	906,323	1,359,487	989,915	(5%)
TOTAL FUND REVENUES & BEG. BALANCE		217,500	92,961	139,442	212,000	(2%)
TOTAL FUND EXPENSES		1,048,103	906,323	1,359,487	989,915	(5%)
FUND SURPLUS (DEFICIT)		(830,603)	(813,362)	(1,220,045)	(777,915)	(6%)

FUND: MUNICIPAL RETIREMENT FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
07-00-0-300	PROPERTY TAXES	120,000	109,846	164,769	120,000	0%
07-00-0-313	STATE REPLACEMENT TAXES	325,000	0	0	325,000	0%
07-00-0-351	INTEREST INCOME	25	0	0	175	600%
07-00-0-355	REIMBURSEMENTS	7,500	5,014	7,521	7,500	0%
07-00-0-358	TELECOMMUNICATIONS TAX	25,000	0	0	25,000	0%
07-00-0-398	INTFERFUND TRANSFERS	0	0	0	0	0%
TOTAL		477,525	114,860	172,290	477,675	0%
TOTAL REVENUES:		477,525	114,860	172,290	477,675	0%
EXPENSES						
07-00-0-010	MUNICIPAL RETIREMENT	450,000	196,749	295,123	450,000	0%
07-00-0-011	MUNICIPAL RETIREMENT SLEP	1,200	0	0	1,200	0%
TOTAL		451,200	196,749	295,123	451,200	0%
TOTAL		451,200	196,749	295,123	451,200	0%
TOTAL FUND REVENUES & BEG. BALANCE		477,525	114,860	172,290	477,675	0%
TOTAL FUND EXPENSES		451,200	196,749	295,123	451,200	0%
FUND SURPLUS (DEFICIT)		26,325	(81,889)	(122,833)	26,475	0%

FUND: FIRE PENSION FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
08-00-0-300	PROPERTY TAXES	2,023,497	1,851,615	2,777,423	2,065,733	2%
08-00-0-313	STATE REPLACEMENT TAXES	0	0	0	0	0%
08-00-0-351	INTEREST INCOME	500	0	0	3,000	500%
08-00-0-358	EXCISE/TELECOMMUNICATIONS TAX	0	0	0	0	0%
TOTAL		2,023,997	1,851,615	2,777,423	2,068,733	2%
TOTAL REVENUES:		2,023,997	1,851,615	2,777,423	2,068,733	2%
EXPENSES						
08-00-0-010	PAYMENTS TO E P FIRE PENS FUND	2,019,497	1,851,615	2,777,423	2,061,583	2%
08-00-0-020	ACTUARY SERVICES	4,000	4,000	6,000	4,150	3%
TOTAL		2,023,497	1,855,615	2,783,423	2,065,733	2%
TOTAL		2,023,497	1,855,615	2,783,423	2,065,733	2%
TOTAL FUND REVENUES & BEG. BALANCE		2,023,997	1,851,615	2,777,423	2,068,733	2%
TOTAL FUND EXPENSES		2,023,497	1,855,615	2,783,423	2,065,733	2%
FUND SURPLUS (DEFICIT)		500	(4,000)	(6,000)	3,000	500%

FUND: POLICE PENSION FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
09-00-0-300	PROPERTY TAXES	2,270,567	2,077,666	3,116,499	2,256,053	0%
09-00-0-313	STATE REPLACEMENT TAXES	0	0	0	0	0%
09-00-0-351	INTEREST INCOME	500	0	0	3,250	550%
09-00-0-358	EXCISE/TELECOMMUNICATIONS TAX	0	0	0	0	0%
TOTAL		2,271,067	2,077,666	3,116,499	2,259,303	0%
TOTAL REVENUES:		2,271,067	2,077,666	3,116,499	2,259,303	0%
EXPENSES						
09-00-0-010	PYMNTS TO POLICE PENSION FUND	2,266,567	2,077,666	3,116,499	2,251,903	0%
09-00-0-020	ACTUARY SERVICES	4,000	4,000	6,000	4,150	3%
TOTAL		2,270,567	2,081,666	3,122,499	2,256,053	0%
TOTAL		2,270,567	2,081,666	3,122,499	2,256,053	0%
TOTAL FUND REVENUES & BEG. BALANCE		2,271,067	2,077,666	3,116,499	2,259,303	0%
TOTAL FUND EXPENSES		2,270,567	2,081,666	3,122,499	2,256,053	0%
FUND SURPLUS (DEFICIT)		500	(4,000)	(6,000)	3,250	550%

FUND: BOND & INTEREST FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
10-00-0-300	PROPERTY TAXES	0	87,258	130,887	0	0%
10-00-0-351	INTEREST INCOME	4,000	4,649	6,973	5,000	25%
10-00-0-380	MISCELLANEOUS RECEIPTS	0	0	0	0	0%
TOTAL		4,000	91,907	137,860	5,000	25%
TOTAL REVENUES:		4,000	91,907	137,860	5,000	25%
EXPENSES						
10-00-0-070	BANK COLLECTION CHARGES	475	0	0	475	0%
10-00-0-233	2004-C BOND PRINCIPAL	80,000	0	0	85,000	6%
10-00-0-234	2005-C BOND PRINCIPAL	0	0	0	0	0%
10-00-0-241	INTEREST EXPENSE 2004-C	13,200	6,600	9,900	10,800	(18%)
10-00-0-242	INTEREST EXPENSE 2005-C	0	0	0	0	0%
TOTAL		93,675	6,600	9,900	96,275	2%
TOTAL		93,675	6,600	9,900	96,275	2%
TOTAL FUND REVENUES & BEG. BALANCE		4,000	91,907	137,860	5,000	25%
TOTAL FUND EXPENSES		93,675	6,600	9,900	96,275	2%
FUND SURPLUS (DEFICIT)		(89,675)	85,307	127,960	(91,275)	1%

FUND: STREET & BRIDGE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
11-00-0-300	PROPERTY TAXES	0	0	0	0	0%
11-00-0-301	ROAD & BRIDGE TAXES-TOWNSHIP	215,000	112,068	168,103	215,000	0%
11-00-0-314	TOWNSHIP SHARE REPLACEMENT TAX	20,000	15,641	23,461	20,000	0%
11-00-0-345	STREET & CURB OPENING FEES	500	840	1,260	500	0%
11-00-0-351	INTEREST INCOME	0	0	0	0	0%
11-00-0-355	REIMBURSEMENTS	35,000	867	1,300	25,000	(28%)
11-00-0-380	MISCELLANEOUS RECEIPTS	1,500	1,010	1,515	1,500	0%
11-00-0-398	INTERFUND TRANSFER	0	0	0	0	0%
TOTAL		272,000	130,426	195,639	262,000	(3%)
TOTAL REVENUES:		272,000	130,426	195,639	262,000	(3%)
EXPENSES						
11-00-0-001	WAGES & LABOR	1,261,573	762,646	1,143,969	1,253,076	0%
11-00-0-006	OVERTIME	90,000	74,151	111,227	90,000	0%
11-00-0-012	ENGINEERING FEES	10,000	19,025	28,537	17,200	72%
11-00-0-020	CONTRACTUAL SERVICES	10,000	5,447	8,171	6,000	(40%)
11-00-0-025	TRAVEL,TRAINING & MEETING EXP	5,000	625	938	3,280	(34%)
11-00-0-030	CLOTHING ALLOWANCE	8,000	7,500	11,250	8,500	6%
11-00-0-051	MAINTENANCE & REPAIR-EQUIPMENT	2,000	0	0	23,200	60%
11-00-0-052	MAINTENANCE & REPAIR-VEHICLES	110,000	95,909	143,864	110,180	0%
11-00-0-054	MAINT & REPAIR-TRAFFIC SIGNALS	55,000	20,636	30,955	53,000	(3%)
11-00-0-055	MAINT & REPAIR-STORM SEWERS	90,000	96,744	145,116	102,700	14%
11-00-0-056	ST. LIGHTING MAINTENANCE	30,000	12,387	18,581	30,000	0%
11-00-0-057	STREET LIGHT/ SIGNAL LOCATES	25,000	12,084	18,126	24,300	(2%)
11-00-0-061	EQUIPMENT RENTAL	30,000	14,477	21,716	19,000	(36%)
11-00-0-070	OTHER OPERATING EXPENSES	40,000	20,130	30,195	33,436	(16%)
11-00-0-110	CLOTHING & SAFETY EQUIPMENT	15,000	3,701	5,552	9,320	(37%)
11-00-0-115	MOTOR FUEL & LUBRICANTS	55,000	42,275	63,413	71,000	29%
11-00-0-120	VEHICLE SUPPLIES & ACCESSORIES	0	0	0	0	0%
11-00-0-122	STREET REPAIR & MAINT SUPPLIES	410,000	59,221	88,832	414,000	0%
11-00-0-127	OPERATING SUPPLIES	7,500	0	0	5,000	(33%)
11-00-0-128	CULVERT PURCHASES	5,000	3,157	4,735	5,000	0%
11-00-0-129	STREET SIGNS & POSTS	10,000	6,555	9,832	13,500	35%
11-00-0-135	IEMA/FEMA GRANT EXP	0	0	0	0	0%
11-00-0-160	OPERATING EQUIPMENT PURCHASES	180,000	96,282	144,423	100,000	(44%)
11-00-0-162	RADIO EQUIPMENT PURCHASES	1,500	637	955	1,500	0%
11-00-0-163	STREET PAVING & RESURFACING	690,000	526,624	789,936	100,000	(85%)

FUND: STREET & BRIDGE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
EXPENSES						
11-00-0-164	CURB & SIDEWALK CONSTRUCTION	10,000	4,730	7,095	10,000	0%
TOTAL		3,150,573	1,884,943	2,827,418	2,503,192	(20%)
TOTAL		3,150,573	1,884,943	2,827,418	2,503,192	(20%)
TOTAL FUND REVENUES & BEG. BALANCE		272,000	130,426	195,639	262,000	(3%)
TOTAL FUND EXPENSES		3,150,573	1,884,943	2,827,418	2,503,192	(20%)
FUND SURPLUS (DEFICIT)		(2,878,573)	(1,754,517)	(2,631,779)	(2,241,192)	(22%)

FUND: MUNICIPAL AUDIT FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
12-00-0-300	PROPERTY TAXES	80,000	73,215	109,823	70,000	(12%)
12-00-0-313	STATE REPLACEMENT TAXES	25	0	0	0	(100%)
12-00-0-351	INTEREST INCOME	25	0	0	100	300%
TOTAL		80,050	73,215	109,823	70,100	(12%)
TOTAL REVENUES:		80,050	73,215	109,823	70,100	(12%)
EXPENSES						
12-00-0-013	AUDIT FEES	70,000	53,660	80,490	70,000	0%
TOTAL		70,000	53,660	80,490	70,000	0%
TOTAL		70,000	53,660	80,490	70,000	0%
TOTAL FUND REVENUES & BEG. BALANCE		80,050	73,215	109,823	70,100	(12%)
TOTAL FUND EXPENSES		70,000	53,660	80,490	70,000	0%
FUND SURPLUS (DEFICIT)		10,050	19,555	29,333	100	(99%)

FUND: SEWER CHLORINATION

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
14-00-0-300	PROPERTY TAXES	20,000	18,332	27,499	0	(100%)
14-00-0-351	INTEREST INCOME	5	0	0	0	(100%)
TOTAL		20,005	18,332	27,499	0	(100%)
TOTAL REVENUES:		20,005	18,332	27,499	0	(100%)
EXPENSES						
14-00-0-124	CHLORINE PURCHASES	20,000	8,817	13,226	0	(100%)
TOTAL		20,000	8,817	13,226	0	(100%)
TOTAL		20,000	8,817	13,226	0	(100%)
TOTAL FUND REVENUES & BEG. BALANCE		20,005	18,332	27,499	0	(100%)
TOTAL FUND EXPENSES		20,000	8,817	13,226	0	(100%)
FUND SURPLUS (DEFICIT)		5	9,515	14,273	0	(100%)

FUND: STREET LIGHTING FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
16-00-0-300	PROPERTY TAXES	85,000	77,797	116,696	85,000	0%
16-00-0-313	STATE REPLACEMENT TAXES	100,000	0	0	111,000	11%
16-00-0-351	INTEREST INCOME	25	0	0	100	300%
16-00-0-355	IDOT REIMBURSEMENT	4,500	6,162	9,243	3,900	(13%)
16-00-0-398	INTERFUND TRANSFERS	0	0	0	0	0%
TOTAL		189,525	83,959	125,939	200,000	5%
TOTAL REVENUES:		189,525	83,959	125,939	200,000	5%
EXPENSES						
16-00-0-046	UTILITIES-STREET LIGHTING	180,000	98,526	147,789	200,000	11%
TOTAL		180,000	98,526	147,789	200,000	11%
TOTAL		180,000	98,526	147,789	200,000	11%
TOTAL FUND REVENUES & BEG. BALANCE		189,525	83,959	125,939	200,000	5%
TOTAL FUND EXPENSES		180,000	98,526	147,789	200,000	11%
FUND SURPLUS (DEFICIT)		9,525	(14,567)	(21,850)	0	(100%)

FUND: SOCIAL SECURITY

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
17-00-0-300	PROPERTY TAXES	0	0	0	0	0%
17-00-0-313	PERSONAL PROPERTY REPLCMNT TAX	475,000	0	0	495,000	4%
17-00-0-351	INTEREST INCOME	0	0	0	0	0%
17-00-0-355	REIMBURSEMENTS	5,000	3,335	5,003	5,000	0%
TOTAL		480,000	3,335	5,003	500,000	4%
TOTAL REVENUES:		480,000	3,335	5,003	500,000	4%
EXPENSES						
17-00-0-010	FICA AND MEDICARE CONTRIBUTION	475,000	351,342	527,013	500,000	5%
TOTAL		475,000	351,342	527,013	500,000	5%
TOTAL		475,000	351,342	527,013	500,000	5%
TOTAL FUND REVENUES & BEG. BALANCE		480,000	3,335	5,003	500,000	4%
TOTAL FUND EXPENSES		475,000	351,342	527,013	500,000	5%
FUND SURPLUS (DEFICIT)		5,000	(348,007)	(522,010)	0	(100%)

FUND: WORKERS COMP & LIAB

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
18-00-0-300	PROPERTY TAXES	824,506	754,455	1,131,683	841,764	2%
18-00-0-313	STATE REPLACEMENT TAXES	250,000	0	0	250,000	0%
18-00-0-351	INTEREST INCOME	300	0	0	1,000	233%
TOTAL		1,074,806	754,455	1,131,683	1,092,764	1%
TOTAL REVENUES:		1,074,806	754,455	1,131,683	1,092,764	1%
EXPENSES						
18-00-0-002	ESC WC EXP	0	4,553	6,830	0	0%
18-00-0-003	POLICE WC EXP	0	479,015	718,523	0	0%
18-00-0-004	FIRE WC EXP	0	113,750	170,626	0	0%
18-00-0-005	PW WC EXP	0	174,659	261,989	0	0%
18-00-0-040	WORKERSCOMP & LIAB INS PREMIUM	885,000	84,949	127,424	1,100,000	24%
TOTAL		885,000	856,926	1,285,392	1,100,000	24%
TOTAL		885,000	856,926	1,285,392	1,100,000	24%
TOTAL FUND REVENUES & BEG. BALANCE		1,074,806	754,455	1,131,683	1,092,764	1%
TOTAL FUND EXPENSES		885,000	856,926	1,285,392	1,100,000	24%
FUND SURPLUS (DEFICIT)		189,806	(102,471)	(153,709)	(7,236)	(103%)

FUND: UNEMPLOYMENT INSURANCE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
19-00-0-300	PROPERTY TAXES	16,000	14,659	21,988	16,000	0%
19-00-0-351	INTEREST INCOME	10	0	0	25	150%
TOTAL		16,010	14,659	21,988	16,025	0%
TOTAL REVENUES:		16,010	14,659	21,988	16,025	0%
EXPENSES						
19-00-0-181	UNEMPLOYMENT INSURANCE REIMB	10,000	19,000	28,500	10,000	0%
TOTAL		10,000	19,000	28,500	10,000	0%
TOTAL		10,000	19,000	28,500	10,000	0%
TOTAL FUND REVENUES & BEG. BALANCE		16,010	14,659	21,988	16,025	0%
TOTAL FUND EXPENSES		10,000	19,000	28,500	10,000	0%
FUND SURPLUS (DEFICIT)		6,010	(4,341)	(6,512)	6,025	0%

FUND: EASTSIDE CENTRE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
21-00-0-255	TRAINING	10,000	8,343	12,514	6,000	(40%)
21-00-0-258	CONTRIBUTIONS	5,000	0	0	5,000	0%
21-00-0-264	FIELD OUTSIDE RENTAL	60,000	42,871	64,307	65,000	8%
21-00-0-266	FITNESS MEMBERSHIPS	200,000	75,074	112,612	185,000	(7%)
21-00-0-268	GYM	15,000	8,597	12,895	15,000	0%
21-00-0-272	LOCKERS	0	300	450	0	0%
21-00-0-274	MARTIAL ART FEES	0	10	15	0	0%
21-00-0-278	MISCELLANEOUS	1,000	2,425	3,638	2,500	150%
21-00-0-279	BABYSITTING	0	18	27	0	0%
21-00-0-281	THERAPY RENTAL	42,000	16,915	25,372	44,000	4%
21-00-0-282	ADVERTISING INCOME	10,000	9,231	13,847	18,000	80%
21-00-0-283	HEALTHCARE DEMENSIONS	25,000	11,886	17,829	30,000	20%
21-00-0-284	REIMBURSEMENTS	12,000	15,900	23,850	12,000	0%
21-00-0-285	HOUSE OF SPEED/SPORT TRNG RNTL	0	0	0	0	0%
21-00-0-286	SPECIAL EVENTS-INSIDE RENT	25,000	17,320	25,980	25,000	0%
21-00-0-288	VENDING MACHINES	7,000	723	1,084	6,500	(7%)
21-00-0-292	CONCESSIONS	205,000	142,081	213,122	200,000	(2%)
21-00-0-293	CONCESSIONS-RENTAL	0	0	0	0	0%
21-00-0-295	COMMUNICATION LEASE	30,000	10,202	15,303	32,000	6%
21-00-0-296	SALES TAX INCOME	15,000	11,773	17,660	15,000	0%
21-00-0-351	INTEREST INCOME	2,000	2,897	4,346	7,000	250%
21-00-0-398	TRANS FROM OTHER FUNDS	0	0	0	0	0%
TOTAL		664,000	376,566	564,851	668,000	0%
TOTAL REVENUES:		664,000	376,566	564,851	668,000	0%
EXPENSES						
21-00-0-197	DEPRECIATION EXPENSE	0	0	0	0	0%
21-00-0-299	PENSION EXPENSE	0	0	0	0	0%
TOTAL		0	0	0	0	0%
TOTAL		0	0	0	0	0%

REC BUILDING
EXPENSES

FUND: EASTSIDE CENTRE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
REC BUILDING						
EASTSIDE CENTRE						
21-01-0-001	SALARIES AND WAGES	51,800	34,510	51,765	52,700	1%
21-01-0-002	PART-TIME WAGES CONCESSION	35,000	29,279	43,919	37,000	5%
21-01-0-003	PART-TIME WAGES	45,000	31,535	47,303	48,000	6%
21-01-0-020	CONTRACTS	20,000	13,281	19,921	24,000	20%
21-01-0-021	PRINTING	500	344	516	500	0%
21-01-0-022	ADVERTISING/MARKETING	0	568	852	0	0%
21-01-0-023	POSTAGE	500	12	18	0	(100%)
21-01-0-025	TRAVEL, TRAINING, MEETING EXP	1,000	204	306	500	(50%)
21-01-0-033	POWER/CILCO - REC BUILDING	22,000	13,676	20,514	22,000	0%
21-01-0-036	POWER/CILCO - SIGN	500	363	545	500	0%
21-01-0-040	INSURANCE - COMPREHENSIVE	32,000	0	0	32,000	0%
21-01-0-050	BUILDING MAINTENANCE SUPPLIES	4,000	5,231	7,846	4,000	0%
21-01-0-051	MAINTENANCE - EQUIPMENT	2,000	3,191	4,787	1,000	(50%)
21-01-0-052	MAINTENANCE - VEHICLE	0	0	0	0	0%
21-01-0-069	SALES TAX EXPENSE	14,000	10,232	15,348	12,000	(14%)
21-01-0-070	MISC. GENERAL	3,000	1,176	1,765	1,500	(50%)
21-01-0-100	OFFICE SUPPLIES	500	441	662	500	0%
21-01-0-110	UNIFORMS & SAFETY SUPPLIES	500	490	735	500	0%
21-01-0-118	CONCESSION FOOD/BEVERAGE	90,000	74,872	112,308	85,000	(5%)
21-01-0-119	CONCESSION SUPPLIES	0	0	0	0	0%
21-01-0-120	SIGN PACKAGES	0	0	0	0	0%
21-01-0-121	CLEANING SUPPLIES	500	698	1,048	500	0%
21-01-0-151	FACILITY IMPROVEMENTS/PTS PROJ	0	424	636	0	0%
TOTAL EASTSIDE CENTRE		322,800	220,527	330,794	322,200	0%
TOTAL REC BUILDING		322,800	220,527	330,794	322,200	0%
FITNESS CENTER						
EXPENSES						
EASTSIDE CENTRE						
21-02-0-001	SALARIES AND WAGES	69,250	46,612	69,919	70,400	1%
21-02-0-003	PART-TIME WAGES	75,000	53,187	79,781	78,000	4%
21-02-0-005	COMMISSIONS	1,000	2,757	4,136	1,000	0%
21-02-0-020	CONTRACTS	20,000	12,534	18,801	24,000	20%
21-02-0-021	PRINTING	250	115	172	0	(100%)
21-02-0-022	ADVERTISING/MARKETING	5,000	568	852	2,500	(50%)
21-02-0-025	TRAVEL, TRAINING, MEETING EXP	1,500	0	0	1,000	(33%)
21-02-0-033	POWER - REC BUILDING	22,000	13,676	20,514	22,000	0%

FUND: EASTSIDE CENTRE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
FITNESS CENTER						
EXPENSES						
EASTSIDE CENTRE						
21-02-0-036	POWER - SIGN	500	363	545	500	0%
21-02-0-050	BUILDING MAINTENANCE SUPPLIES	5,000	3,010	4,515	5,000	0%
21-02-0-051	MAINTENANCE - EQUIPMENT	10,000	1,801	2,702	8,000	(20%)
21-02-0-054	MAINTENANCE - FITNESS	0	1,352	2,028	0	0%
21-02-0-069	SALES TAX EXPENSE	0	0	0	0	0%
21-02-0-070	MISC. GENERAL	1,000	3,137	4,705	3,500	250%
21-02-0-071	FITNESS PROGRAMMING	4,000	3,340	5,010	4,500	12%
21-02-0-100	OFFICE SUPPLIES	500	475	713	500	0%
21-02-0-110	UNIFORMS & SAFETY SUPPLIES	500	202	303	500	0%
21-02-0-121	CLEANING SUPPLIES	500	177	266	500	0%
21-02-0-151	FACILITY IMPROVEMENTS	0	0	0	0	0%
TOTAL EASTSIDE CENTRE		216,000	143,306	214,962	221,900	2%
TOTAL FITNESS CENTER		216,000	143,306	214,962	221,900	2%
OUTSIDE OPERATIONS						
EXPENSES						
EASTSIDE CENTRE						
21-03-0-001	SALARIES AND WAGES	26,400	17,557	26,335	26,500	0%
21-03-0-003	PART-TIME WAGES	30,000	28,570	42,855	32,000	6%
21-03-0-007	OPEB EXPENSE EASTSIDE	0	0	0	0	0%
21-03-0-025	TRAVEL, TRAINING, MEETING EXP	500	0	0	500	0%
21-03-0-030	POWER/CILCO - BASEBALL	14,000	13,258	19,887	14,000	0%
21-03-0-032	POWER/CILCO - PUMP HOUSE	3,000	2,079	3,118	3,000	0%
21-03-0-034	POWER/CILCO - SOCCER	4,000	9,059	13,588	4,000	0%
21-03-0-035	POWER/CILCO - SOFTBALL	10,000	9,150	13,726	12,500	25%
21-03-0-036	POWER/CILCO - SIGN	500	363	545	500	0%
21-03-0-044	TELEPHONE	0	0	0	0	0%
21-03-0-050	MAINT & REPAIR BUILDINGS	4,000	2,302	3,454	4,000	0%
21-03-0-051	MAINTENANCE - EQUIPMENT	8,000	3,778	5,667	5,000	(37%)
21-03-0-052	MAINTENANCE - VEHICLE	2,000	1,417	2,125	500	(75%)
21-03-0-060	RENTAL	5,000	4,232	6,349	5,000	0%
21-03-0-070	MISC. GENERAL	500	171	257	0	(100%)
21-03-0-110	UNIFORMS & SAFETY SUPPLIES	1,000	1,072	1,608	500	(50%)
21-03-0-115	MOTOR FUEL/PROPANE	0	0	0	0	0%
21-03-0-151	FACILITY IMPROVEMENTS	0	0	0	0	0%
21-03-0-152	GROUNDS MAINTENANCE	25,000	23,146	34,720	25,000	0%

FUND: EASTSIDE CENTRE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
OUTSIDE OPERATIONS						
EXPENSES						
EASTSIDE CENTRE						
21-03-0-201	ESC Backhoe Interest	825	661	992	456	(44%)
21-03-0-231	ESC Backhoe Loan	18,080	11,941	17,912	18,450	2%
TOTAL EASTSIDE CENTRE		152,805	128,756	193,138	151,906	0%
TOTAL OUTSIDE OPERATIONS		152,805	128,756	193,138	151,906	0%
TOTAL FUND REVENUES & BEG. BALANCE		664,000	376,566	564,851	668,000	0%
TOTAL FUND EXPENSES		691,605	492,589	738,894	696,006	0%
FUND SURPLUS (DEFICIT)		(27,605)	(116,023)	(174,043)	(28,006)	1%

FUND: MARINA DEBT SERVICE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
22-00-0-300	INCREMENTAL PROP TAX	774,000	750,334	1,125,501	780,000	0%
22-00-0-351	INTEREST EARNED	250	0	0	1,000	300%
22-00-0-398	INTERFUND TRANSFER	(640,000)	0	0	(648,400)	1%
TOTAL		134,250	750,334	1,125,501	132,600	(1%)
TOTAL REVENUES:		134,250	750,334	1,125,501	132,600	(1%)
EXPENSES						
22-00-0-239	DIST TO OTHER TAX DIST	134,000	0	0	132,600	(1%)
TOTAL		134,000	0	0	132,600	(1%)
TOTAL		134,000	0	0	132,600	(1%)
TOTAL FUND REVENUES & BEG. BALANCE		134,250	750,334	1,125,501	132,600	(1%)
TOTAL FUND EXPENSES		134,000	0	0	132,600	(1%)
FUND SURPLUS (DEFICIT)		250	750,334	1,125,501	0	(100%)

FUND: HOTEL-MOTEL TAX

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
23-00-0-315	HOTEL MOTEL TAXES	850,000	567,460	851,191	850,000	0%
23-00-0-350	RENTAL-BUILDING	7,000	1,525	2,287	4,000	(42%)
23-00-0-351	INTEREST EARNED	0	0	0	0	0%
23-00-0-352	F.O.L. FOUNDATION RECEIPTS	240,000	0	0	250,000	4%
23-00-0-353	FLOAT SPONSORSHIP	19,000	500	750	20,000	5%
23-00-0-355	REIMBURSEMENTS	2,000	10,984	16,477	2,000	0%
23-00-0-356	DONATIONS	0	0	0	0	0%
23-00-0-380	MISCELLANEOUS RECEIPTS	5,000	4,321	6,482	4,500	(10%)
23-00-0-381	FOLEPI CLASSIC RECEIPTS	11,500	0	0	12,000	4%
23-00-0-383	QUEEN CONTEST RECEIPTS	1,500	575	863	1,500	0%
TOTAL		1,136,000	585,365	878,050	1,144,000	0%
TOTAL REVENUES:		1,136,000	585,365	878,050	1,144,000	0%
EXPENSES						
23-00-0-001	WAGES & LABOR	189,200	108,305	162,458	192,000	1%
23-00-0-002	FESTIVAL LABOR	60,000	28,748	43,122	65,000	8%
23-00-0-003	PART-TIME ESC MOWING 1/2	30,000	28,808	43,213	35,000	16%
23-00-0-004	SPECIAL EVENT LABOR	20,000	0	0	20,000	0%
23-00-0-005	FESTIVAL LABOR OVERTIME	5,000	2,457	3,686	2,500	(50%)
23-00-0-007	PART-TIME CITY WIDE MOWING	75,000	62,098	93,147	120,000	60%
23-00-0-020	CONTRACTS	28,500	23,000	34,500	29,000	1%
23-00-0-021	PRINTING	2,000	1,731	2,597	2,000	0%
23-00-0-023	POSTAGE	1,000	1	2	500	(50%)
23-00-0-025	TRAVEL, TRAINING & MEETING EXP	500	4	6	500	0%
23-00-0-035	DUES, SUBSCRIPTIONS & PUBLICAT	500	311	467	500	0%
23-00-0-044	TELEPHONE EXPENSE	3,500	2,556	3,834	3,000	(14%)
23-00-0-070	MISCELLANEOUS OPERATING EXP	10,000	8,010	12,016	10,000	0%
23-00-0-071	BEAUTIFICATION COMMISSION	5,000	4,020	6,031	5,000	0%
23-00-0-072	FOL OTHER OPERATING EXP	4,000	3,489	5,234	4,000	0%
23-00-0-073	FOL PARADE	60,000	58,301	87,451	60,000	0%
23-00-0-074	FOL CITY LIGHTING	2,500	2,073	3,109	2,500	0%
23-00-0-076	FOL ENCHANTED FOREST	1,500	0	0	1,500	0%
23-00-0-078	FOL ADVERTISING	20,000	6,457	9,685	20,000	0%
23-00-0-079	FOL TOURISM/PUBLIC RELATIONS	30,000	28,004	42,006	30,000	0%
23-00-0-081	FOL CLASSIC	10,000	4,105	6,158	8,500	(15%)
23-00-0-083	QUEEN CONTEST	3,000	1,907	2,860	2,000	(33%)
23-00-0-100	OFFICE SUPPLIES	1,000	0	0	500	(50%)

FUND: HOTEL-MOTEL TAX

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
EXPENSES						
23-00-0-110	CLOTHING & SAFETY SUPPLIES	0	0	0	1,000	0%
23-00-0-150	WINTER WONDERLAND	60,000	32,089	48,134	60,000	0%
23-00-0-151	FOL MARKETPLACE	35,000	11,005	16,508	30,000	(14%)
23-00-0-152	GROUNDS MAINT-ESC 1/2	40,000	24,530	36,795	35,000	(12%)
23-00-0-153	GROUNDS MAINT-CITY DOWNTOWN	50,000	33,424	50,136	55,000	10%
23-00-0-181	CHAMB OF COMMERCE & EDC PROJ	15,400	0	0	15,400	0%
23-00-0-182	CAPITOL IMPROVEMENTS	275,000	159,101	238,651	966,580	251%
23-00-0-183	TOURISM PROMOTION-WEB SITE	8,000	5,879	8,819	10,000	25%
23-00-0-201	TOURISM EXPENSE	50,000	37,500	56,250	50,000	0%
TOTAL		1,095,600	677,913	1,016,875	1,836,980	67%
TOTAL		1,095,600	677,913	1,016,875	1,836,980	67%
TOTAL FUND REVENUES & BEG. BALANCE		1,136,000	585,365	878,050	1,144,000	0%
TOTAL FUND EXPENSES		1,095,600	677,913	1,016,875	1,836,980	67%
FUND SURPLUS (DEFICIT)		40,400	(92,548)	(138,825)	(692,980)	(815%)

FUND: AMBULANCE FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
EXPENSES						
24-00-0-001	AMBULANCE WAGES	0	0	0	0	0%
24-00-0-070	OTHER OPERATING EXPENSES	0	0	0	0	0%
24-00-0-180	AMUBLANCE OVERPAYMNT REFUNDS	0	0	0	0	0%
TOTAL		0	0	0	0	0%
TOTAL		0	0	0	0	0%
TOTAL FUND REVENUES & BEG. BALANCE		0	0	0	0	0%
TOTAL FUND EXPENSES		0	0	0	0	0%
FUND SURPLUS (DEFICIT)		0	0	0	0	0%

FUND: CAMP STREET TIF

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
CAMP STREET TIF						
REVENUES						
25-00-0-300	INCREMENTAL PROPERTY TAX	1,900,000	1,878,121	2,817,181	2,000,000	5%
25-00-0-305	TIF TAXES B	0	17,784	26,676	0	0%
25-00-0-308	TIF TAXES C	700,000	423,203	634,804	700,000	0%
25-00-0-349	RENTAL INCOME	650,000	366,163	549,245	625,000	(3%)
25-00-0-350	HOTEL/CONF CENTER LEASE	1,055,040	0	0	1,077,960	2%
25-00-0-351	INTEREST EARNED	3,000	1,378	2,067	5,000	66%
25-00-0-352	PROPERTY SALES	0	0	0	20,000	0%
25-00-0-355	REIMBURSEMENTS	20,000	0	0	0	(100%)
25-00-0-397	TRANS FROM OTHER FUNDS	0	0	0	0	0%
25-00-0-398	INTERFUND LOAN-GAMING	2,515,289	0	0	2,944,166	17%
TOTAL		6,843,329	2,686,649	4,029,973	7,372,126	7%
TOTAL REVENUES: CAMP STREET TIF		6,843,329	2,686,649	4,029,973	7,372,126	7%
EXPENSES						
CAMP STREET TIF						
25-00-0-012	ENGINEERING FEES	75,000	77,683	116,525	120,100	60%
25-00-0-014	LEGAL FEES	25,000	10,930	16,396	20,000	(20%)
25-00-0-050	MAINTENANCE & REPAIR-BUILDINGS	10,000	1,372	2,058	30,000	200%
25-00-0-070	OTHER OPERATING EXPENSES	100,000	65,975	98,963	75,000	(25%)
25-00-0-073	PROPERTY TAX EXPENSE	425,000	426,503	639,755	430,000	1%
25-00-0-074	BIKE TRAIL IDNR/ITEP	0	0	0	0	0%
25-00-0-160	CONSTRUCTION	0	0	0	504,735	0%
25-00-0-201	CAMP STREET DEBT SERVICE INT	6,463	3,523	5,285	5,016	(22%)
25-00-0-202	2012-F BONDS INTEREST(REF02-C)	34,600	17,300	25,950	23,400	(32%)
25-00-0-203	2007 BOND INTEREST	779,900	389,950	584,925	779,900	0%
25-00-0-204	2012-G BOND INTEREST(REF04B)	0	0	0	0	0%
25-00-0-205	2016 - C BOND INTEREST	67,385	33,692	50,538	36,225	(46%)
25-00-0-231	CAMP STREET DEBT SERVICE PRINC	57,323	28,369	42,553	58,770	2%
25-00-0-232	2012-F BONDS PRINCIPAL(REF02C)	280,000	0	0	290,000	3%
25-00-0-233	2007 BONDS PRINCIPAL	0	0	0	0	0%
25-00-0-234	2004-B BONDS PRINCIPAL	0	0	0	0	0%
25-00-0-244	ENGINEER FEES	0	0	0	0	0%
25-00-0-245	2010-A BOND INTEREST	787,743	393,871	590,806	556,965	(29%)
25-00-0-246	2010-B BOND INTEREST	714,915	357,457	536,186	687,015	(3%)
25-00-0-247	2010-A BOND PRINCIPAL	1,030,000	0	0	1,190,000	15%
25-00-0-248	2010-B BOND PRINCIPAL	930,000	0	0	955,000	2%
25-00-0-249	2016 - C BOND PRINCIPAL	1,520,000	0	0	1,610,000	5%
TOTAL CAMP STREET TIF		6,843,329	1,806,625	2,709,940	7,372,126	7%

FUND: CAMP STREET TIF

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
TOTAL CAMP STREET TIF		6,843,329	1,806,625	2,709,940	7,372,126	7%
TOTAL FUND REVENUES & BEG. BALANCE		6,843,329	2,686,649	4,029,973	7,372,126	7%
TOTAL FUND EXPENSES		6,843,329	1,806,625	2,709,940	7,372,126	7%
FUND SURPLUS (DEFICIT)		0	880,024	1,320,033	0	0%

FUND: W. WASHINGTON ST TIF

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
W WASHINGTON ST TIF						
REVENUES						
26-00-0-300	INCREMENTAL PROPERTY TAX	2,600,000	2,474,909	3,712,363	2,500,000	(3%)
26-00-0-304	TIF D TAXES	1,000,000	586,268	879,402	1,010,000	1%
26-00-0-351	INTEREST EARNED	5,000	6,854	10,281	7,000	40%
26-00-0-352	PROPERTY SALES	100,000	69,696	104,544	0	(100%)
26-00-0-397	INTERFUND TRANSFER	686,455	0	0	0	(100%)
26-00-0-398	INTERFUND LOAN-GAMING	200,711	0	0	1,072,900	434%
TOTAL		4,592,166	3,137,727	4,706,590	4,589,900	0%
TOTAL REVENUES: W WASHINGTON ST TIF		4,592,166	3,137,727	4,706,590	4,589,900	0%
EXPENSES						
26-00-0-012	ENGINEERING FEES	7,500	3,123	4,684	10,000	33%
26-00-0-014	LEGAL FEES	10,000	888	1,332	10,000	0%
26-00-0-025	TRAVEL, TRAINING & MEETING EXP	2,500	734	1,102	2,500	0%
26-00-0-070	OTHER OPERATING EXPENSES	25,000	13,411	20,116	20,000	(20%)
26-00-0-175	LAND PURCHASES	0	0	0	0	0%
26-00-0-199	SALES TAX REBATE	1,500,000	547,494	821,241	1,500,000	0%
26-00-0-201	2012 ABCD BOND INTEREST	274,672	137,335	206,003	245,056	(10%)
26-00-0-202	TARGET EXPENSE INTEREST	338,250	169,125	253,687	338,250	0%
26-00-0-205	2013-B INTEREST (REF 2008)	167,150	83,575	125,362	147,000	(12%)
26-00-0-230	MCB LOAN - CAMP ST	572,094	0	0	572,094	0%
26-00-0-231	2012 ABCD BOND PRINCIPAL	1,160,000	0	0	1,190,000	2%
26-00-0-232	2013-B BOND PRINCIPAL	535,000	0	0	555,000	3%
TOTAL		4,592,166	955,685	1,433,527	4,589,900	0%
TOTAL W WASHINGTON ST TIF		4,592,166	955,685	1,433,527	4,589,900	0%
TOTAL FUND REVENUES & BEG. BALANCE		4,592,166	3,137,727	4,706,590	4,589,900	0%
TOTAL FUND EXPENSES		4,592,166	955,685	1,433,527	4,589,900	0%
FUND SURPLUS (DEFICIT)		0	2,182,042	3,273,063	0	0%

FUND: WATER & SEWER

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
50-00-0-351	INTEREST EARNED	20,000	30,776	46,164	25,000	25%
50-00-0-355	REIMBURSEMENTS	15,000	20,376	30,564	15,000	0%
50-00-0-360	WATER SALES BILLED	3,625,000	2,079,888	3,119,833	3,650,000	0%
50-00-0-361	WATER TAP-IN CHARGES	30,000	16,474	24,712	30,000	0%
50-00-0-365	WATER ASSESSMENTS	12,500	2,400	3,600	10,000	(20%)
50-00-0-370	SEWER SERVICE BILLED	3,900,000	2,102,887	3,154,330	3,750,000	(3%)
50-00-0-371	SEWER PERMITS	1,500	575	862	1,000	(33%)
50-00-0-372	SEWER CONTRACTOR'S LICENSE	1,000	945	1,417	1,000	0%
50-00-0-373	SEWER INSPECTION FEES	1,000	575	862	1,000	0%
50-00-0-374	SEWER ASSESSMENTS	15,000	4,400	6,600	12,500	(16%)
50-00-0-376	SEWER CONNECTION FEE	15,000	5,055	7,582	12,500	(16%)
50-00-0-379	Sewer Capital Fee	1,600,000	975,868	1,463,802	2,000,000	25%
50-00-0-380	MISCELLANEOUS RECEIPTS	15,000	17,318	25,978	15,000	0%
50-00-0-394	CUSTOMER DEPOSITS	15,000	13,546	20,319	15,000	0%
50-00-0-399	PENALTIES BILLED	170,000	117,638	176,457	200,000	17%
TOTAL		9,436,000	5,388,721	8,083,082	9,738,000	3%
TOTAL REVENUES:		9,436,000	5,388,721	8,083,082	9,738,000	3%
EXPENSES						
50-00-0-197	DEPRECIATION EXPENSE	0	0	0	0	0%
50-00-0-198	WATER & SEWER ADJUSTMENTS	100,000	66,103	99,155	100,000	0%
TOTAL		100,000	66,103	99,155	100,000	0%
TOTAL		100,000	66,103	99,155	100,000	0%

WATER DEPARTMENT
EXPENSES
WATER DEPARTMENT

50-50-0-001	SALARIES & WAGES	913,200	539,413	809,120	915,252	0%
50-50-0-003	CLERICAL SALARIES	73,000	49,715	74,572	74,982	2%
50-50-0-006	OVERTIME	120,000	50,734	76,101	120,000	0%
50-50-0-007	IMRF	225,000	115,623	173,434	225,000	0%
50-50-0-008	ADMIN FEE / ERI	282,000	0	0	282,000	0%
50-50-0-012	ENGINEERING FEES	30,000	18,462	27,693	15,000	(50%)
50-50-0-013	AUDIT FEES	24,000	24,000	36,000	24,000	0%

FUND: WATER & SEWER

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
WATER DEPARTMENT						
EXPENSES						
WATER DEPARTMENT						
50-50-0-014	ATTORNEY'S FEES	130,000	0	0	130,000	0%
50-50-0-017	SOCIAL SECURITY	76,000	0	0	76,000	0%
50-50-0-020	CONTRACTUAL SERVICES	40,000	42,568	63,853	80,500	101%
50-50-0-021	PRINTING	15,000	8,162	12,243	14,500	(3%)
50-50-0-023	POSTAGE	32,000	24,915	37,373	31,999	0%
50-50-0-025	TRAVEL,TRAINING & MEETING EXP	8,000	3,735	5,603	4,750	(40%)
50-50-0-030	CLOTHING ALLOWANCE	10,000	10,000	15,000	10,000	0%
50-50-0-040	INSURANCE	320,000	235,980	353,970	320,000	0%
50-50-0-045	UTILITIES-BUILDING & OFFICES	20,000	9,013	13,520	21,000	5%
50-50-0-047	UTILITIES-PUMPING	275,000	141,766	212,650	270,000	(1%)
50-50-0-049	INFORMATION TECHNOLOGY	50,000	14,716	22,074	50,000	0%
50-50-0-050	MAINTENANCE & REPAIR-BUILDINGS	50,000	26,052	39,079	30,000	(40%)
50-50-0-051	MAINTENANCE & REPAIR-EQUIPMENT	110,000	20,154	30,232	77,600	(29%)
50-50-0-052	MAINTENANCE & REPAIR-VEHICLES	25,000	7,724	11,586	25,000	0%
50-50-0-061	EQUIPMENT RENTAL	3,000	0	0	4,000	33%
50-50-0-070	OTHER OPERATING EXPENSES	10,000	11,431	17,146	9,200	(8%)
50-50-0-071	CREDIT CARD FEES	20,000	8,364	12,546	20,000	0%
50-50-0-100	OFFICE SUPPLIES	8,000	2,149	3,224	6,000	(25%)
50-50-0-110	CLOTHING & SAFETY SUPPLIES	10,000	2,714	4,071	5,500	(45%)
50-50-0-112	METER PARTS & REPAIRS	1,500	1,610	2,415	1,500	0%
50-50-0-115	MOTOR FUEL & LUBRICANTS	45,000	26,272	39,409	57,300	27%
50-50-0-120	VEHICLE SUPPLIES & ACCESSORIES	0	0	0	0	0%
50-50-0-121	BUILDING MAINTENANCE SUPPLIES	1,500	0	0	1,200	(20%)
50-50-0-123	WATER MAIN REPAIR SUPPLIES	95,000	48,636	72,954	95,000	0%
50-50-0-124	WATER TREATMENT SUPPLIES	125,000	68,279	102,419	70,500	(43%)
50-50-0-125	METERS	15,000	1,885	2,828	12,000	(20%)
50-50-0-126	PIPE & FITTINGS	50,000	35,741	53,612	50,000	0%
50-50-0-127	OPERATING SUPPLIES	25,000	2,379	3,569	7,500	(70%)
50-50-0-130	FIRE HYDRANT SUPPLIES	20,000	4,488	6,732	20,000	0%
50-50-0-155	OFFICE EQUIPMENT PURCHASES	6,000	0	0	6,000	0%
50-50-0-160	OPERATING EQUIPMENT PURCHASES	50,000	84,690	127,035	145,000	190%
50-50-0-161	AUTOMOTIVE EQUIPMENT PURCHASES	25,000	0	0	0	(100%)
50-50-0-170	WATER MAIN CONSTRUCTION	0	193	289	176,000	0%
50-50-0-180	CLAIMS & JUDGEMENTS	10,000	6,360	9,540	10,000	0%
TOTAL WATER DEPARTMENT		3,348,200	1,647,923	2,471,892	3,494,283	4%
TOTAL WATER DEPARTMENT		3,348,200	1,647,923	2,471,892	3,494,283	4%

SEWER DEPARTMENT
EXPENSES

FUND: WATER & SEWER

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
SEWER DEPARTMENT						
50-51-0-001	SALARIES & WAGES	582,000	320,432	480,648	592,185	1%
50-51-0-003	CLERICAL SALARIES	74,000	46,268	69,403	78,588	6%
50-51-0-006	OVERTIME	50,000	26,485	39,727	56,500	13%
50-51-0-008	ADMIN FEE / ERI	280,000	0	0	280,000	0%
50-51-0-012	ENGINEERING FEES-OPERATIONS	70,000	19,001	28,502	45,000	(35%)
50-51-0-017	SOCIAL SECURITY	50,000	0	0	55,000	10%
50-51-0-025	TRAVEL,TRAINING & MEETING EXP	4,000	3,412	5,119	850	(78%)
50-51-0-035	DUES,SUBSCRIPTIONS&PUBLICATION	5,000	8,037	12,056	14,810	196%
50-51-0-040	INSURANCE	240,000	167,175	250,762	242,958	1%
50-51-0-045	UTILITIES-BUILDING & OFFICES	6,100	2,518	3,778	6,390	4%
50-51-0-047	UTILITIES-PUMPING	350,000	198,110	297,165	368,510	5%
50-51-0-050	MAINTENANCE & REPAIR-BUILDINGS	10,000	2,636	3,954	6,960	(30%)
50-51-0-052	MAINTENANCE & REPAIR-VEHICLES	20,000	8,344	12,517	16,220	(18%)
50-51-0-055	MAINTENANCE & REPAIR-SEWER	0	(2)	(3)	20,600	0%
50-51-0-070	OTHER OPERATING EXPENSES	20,000	2,856	4,284	20,000	0%
50-51-0-080	MAINTENANCE & REPAIR-PLANT 1	50,000	43,820	65,730	49,200	(1%)
50-51-0-085	MAINTENANCE & REPAIR-PLANT 2	0	0	0	1	0%
50-51-0-086	MAINTENANCE & REPAIR-PLANT 3	20,000	7,969	11,953	18,000	(10%)
50-51-0-087	SLUDGE PROCESSING & HANDLING	75,000	63,081	94,622	56,800	(24%)
50-51-0-092	MAINTENANCE & REPAIR-LIFT STAT	0	0	0	48,000	0%
50-51-0-102	LABORATORY SUPPLIES & EXPENSES	10,000	5,803	8,704	10,000	0%
50-51-0-110	CLOTHING & SAFETY EQUIPMENT	5,500	1,402	2,104	5,500	0%
50-51-0-115	MOTOR FUEL & LUBRICANTS	15,000	10,338	15,508	16,300	8%
50-51-0-127	OTHER OPERATING SUPPLIES	15,000	1,570	2,355	14,850	(1%)
50-51-0-160	OPERATING EQUIPMENT PURCHASES	0	843	1,265	0	0%
50-51-0-161	AUTOMOTIVE EQUIPMENT PURCHASES	86,000	105,145	157,717	0	(100%)
TOTAL		2,037,600	1,045,243	1,567,870	2,023,222	0%
TOTAL SEWER DEPARTMENT		2,037,600	1,045,243	1,567,870	2,023,222	0%
SEWER MAINTENANCE EXPENSES						
50-53-0-001	SALARIES & WAGES	300,000	179,845	269,768	305,250	1%
50-53-0-006	OVERTIME	25,000	15,482	23,224	19,200	(23%)
50-53-0-017	SOCIAL SECURITY	25,000	0	0	25,000	0%
50-53-0-030	CLOTHING ALLOWANCE	2,000	0	0	4,500	125%
50-53-0-040	INSURANCE	45,000	15,075	22,612	46,200	2%

FUND: WATER & SEWER

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
SEWER MAINTENANCE						
EXPENSES						
50-53-0-052	MAINT & REPAIR VEHICLES	16,000	11,813	17,719	16,600	3%
50-53-0-070	OTHER OPERATING EXP	3,000	3,355	5,033	3,000	0%
50-53-0-092	MAINT & REPAIR LIFT STATIONS	60,000	49,729	74,594	50,000	(16%)
50-53-0-110	CLOTHING & SAFETY EQUIPMENT	2,000	592	889	1,000	(50%)
50-53-0-115	MOTOR FUEL & LUBRICANTS	20,000	7,985	11,977	15,000	(25%)
50-53-0-127	OPERATING SUPPLIES	8,000	1,071	1,607	8,000	0%
50-53-0-161	OPERATING EQUIPMNT PURCHASE	0	26,133	39,199	20,000	0%
50-53-0-201	VACTOR TRUCK LOAN INT	2,645	1,442	2,163	1,178	(55%)
50-53-0-240	VACTOR TRUCK LOAN PRINC.	78,114	38,936	58,405	79,582	1%
TOTAL		586,759	351,458	527,190	594,510	1%
TOTAL SEWER MAINTENANCE		586,759	351,458	527,190	594,510	1%
RECURRING CAPITAL IMPMNT WATER						
EXPENSES						
50-55-0-053	MAINT & REPAIR RESERVOIR/TANKS	10,000	0	0	10,000	0%
50-55-0-160	WELL PUMPS,EQUPMNT,& INSTRUMNT	40,000	24,604	36,906	20,000	(50%)
50-55-0-170	WATERMAIN CONSTRUCTION	70,000	102,798	154,197	400,000	471%
TOTAL		120,000	127,402	191,103	430,000	258%
TOTAL RECURRING CAPITAL IMPMNT WATER		120,000	127,402	191,103	430,000	258%
IMPRVMNT & REPLCMNT SEWER						
EXPENSES						
50-56-0-053	MAINT & REPAIR STRUCTURES	226,000	85,939	128,909	360,000	59%
50-56-0-170	SEWER CONSTRUCTION	30,000,000	4,300,937	6,451,406	30,000,000	0%
TOTAL		30,226,000	4,386,876	6,580,315	30,360,000	0%
TOTAL IMPRVMNT & REPLCMNT SEWER		30,226,000	4,386,876	6,580,315	30,360,000	0%
BOND & INTEREST ACCT						
EXPENSES						

FUND: WATER & SEWER

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BOND & INTEREST ACCT						
50-57-0-070	BANK COLL FEES	1,000	0	0	500	(50%)
50-57-0-200	1992-C REV BOND INT PAYMNTS	0	0	0	0	0%
50-57-0-205	2012-E BOND INT (REF 2002A&B)	19,000	9,500	14,250	13,000	(31%)
50-57-0-235	2012-E BOND PRINC(REF 02 A&B)	150,000	0	0	160,000	6%
50-57-0-250	1998 WASTEWATER IMPV PAYMENT	0	0	0	0	0%
50-57-0-251	2000 MEADOW AVE PLANT PROJ	63,105	31,552	47,328	0	(100%)
50-57-0-253	CILCO LANE/KEAYES AV WATERMAIN	66,113	66,112	99,169	66,113	0%
50-57-0-254	WWTP#1RAS STATION	65,107	32,553	48,830	65,107	0%
50-57-0-255	CENTENNIAL WTP	245,602	122,801	184,201	245,603	0%
50-57-0-256	AUTO METER READ LOAN	187,116	109,150	163,726	187,116	0%
TOTAL		797,043	371,668	557,504	737,439	(7%)
TOTAL BOND & INTEREST ACCT		797,043	371,668	557,504	737,439	(7%)
TOTAL FUND REVENUES & BEG. BALANCE		9,436,000	5,388,721	8,083,082	9,738,000	3%
TOTAL FUND EXPENSES		37,215,602	7,996,673	11,995,029	37,739,454	1%
FUND SURPLUS (DEFICIT)		(27,779,602)	(2,607,952)	(3,911,947)	(28,001,454)	0%

FUND: SPECIAL ASSESSMENTS FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
70-00-0-351	INTEREST	2,000	2,057	3,085	2,500	25%
70-00-0-354	INTEREST ON SPECIAL ASSESSMENT	0	0	0	0	0%
TOTAL		2,000	2,057	3,085	2,500	25%
TOTAL REVENUES:		2,000	2,057	3,085	2,500	25%
TOTAL FUND REVENUES & BEG. BALANCE		2,000	2,057	3,085	2,500	25%
TOTAL FUND EXPENSES		0	0	0	0	0%
FUND SURPLUS (DEFICIT)		2,000	2,057	3,085	2,500	25%

FUND: MOTOR FUEL TAX

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
75-00-0-310	MOTOR FUEL TAX ALLOTMENT	600,000	410,788	616,182	900,000	50%
75-00-0-351	INTEREST INCOME	4,000	2,353	3,529	5,000	25%
TOTAL		604,000	413,141	619,711	905,000	49%
TOTAL REVENUES:		604,000	413,141	619,711	905,000	49%
EXPENSES						
75-00-0-012	ENGINEERING FEES	25,000	16,060	24,090	66,088	164%
75-00-0-070	MISCELLANEOUS EXPENSE	5,000	30	45	662	(86%)
75-00-0-163	STREET PAVING & RESURFACING	550,000	590,511	885,767	833,250	51%
75-00-0-165	BRIDGE CONSTRUCTION	10,000	0	0	0	(100%)
75-00-0-195	INTERFUND TRANSFERS	0	(200,000)	(300,000)	0	0%
TOTAL		590,000	406,601	609,902	900,000	52%
TOTAL		590,000	406,601	609,902	900,000	52%
TOTAL FUND REVENUES & BEG. BALANCE		604,000	413,141	619,711	905,000	49%
TOTAL FUND EXPENSES		590,000	406,601	609,902	900,000	52%
FUND SURPLUS (DEFICIT)		14,000	6,540	9,809	5,000	(64%)

FUND: HOUSING GRANTS

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
HOUSING GRANTS						
REVENUES						
HOUSING GRANTS REVENUE						
78-00-0-351	INTEREST EARNED	50	68	102	50	0%
TOTAL HOUSING GRANTS REVENUE		50	68	102	50	0%
TOTAL REVENUES: HOUSING GRANTS		50	68	102	50	0%
EXPENSES						
HOUSING GRANTS						
78-00-0-070	MISCELLANEOUS EXPENSE	2,000	0	0	2,000	0%
TOTAL HOUSING GRANTS		2,000	0	0	2,000	0%
TOTAL HOUSING GRANTS		2,000	0	0	2,000	0%
TOTAL FUND REVENUES & BEG. BALANCE		50	68	102	50	0%
TOTAL FUND EXPENSES		2,000	0	0	2,000	0%
FUND SURPLUS (DEFICIT)		(1,950)	68	102	(1,950)	0%

FUND: RIVERBOAT GAMING TAX FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVENUES						
80-00-0-318	RIVERBOAT GAMING TAXES	4,350,000	2,236,072	3,354,108	4,000,000	(8%)
80-00-0-319	VIDEO GAMING - LOCAL SHARE	200,000	131,569	197,353	210,000	5%
80-00-0-351	INTEREST INCOME	7,500	9,850	14,775	10,000	33%
80-00-0-355	REIMBURSEMENTS	640,000	398	597	648,400	1%
80-00-0-398	INTERFUND TRANSFERS	(2,716,000)	(200,000)	(300,000)	(2,535,985)	(6%)
TOTAL		2,481,500	2,177,889	3,266,833	2,332,415	(6%)
TOTAL REVENUES:		2,481,500	2,177,889	3,266,833	2,332,415	(6%)
EXPENSES						
80-00-0-070	OTHER OPERATING EXPENSE	0	0	0	0	0%
80-00-0-130	POLICE	0	0	0	0	0%
80-00-0-140	FIRE	0	0	0	0	0%
80-00-0-162	SOLID WASTE	0	0	0	0	0%
80-00-0-165	CITY OF PEORIA	2,150,000	1,257,739	1,886,609	2,000,000	(6%)
TOTAL		2,150,000	1,257,739	1,886,609	2,000,000	(6%)
TOTAL		2,150,000	1,257,739	1,886,609	2,000,000	(6%)
GENERAL FUND						
EXPENSES						
80-01-0-020	ACCOUNTS & FINANCE	0	0	0	0	0%
80-01-0-025	IT Hardware	54,000	16,089	24,134	55,000	1%
80-01-0-150	CITY ADMINISTRATOR'S OFFICE	277,500	0	0	277,415	0%
TOTAL		331,500	16,089	24,134	332,415	0%
TOTAL GENERAL FUND		331,500	16,089	24,134	332,415	0%
TOTAL FUND REVENUES & BEG. BALANCE		2,481,500	2,177,889	3,266,833	2,332,415	(6%)
TOTAL FUND EXPENSES		2,481,500	1,273,828	1,910,743	2,332,415	(6%)
FUND SURPLUS (DEFICIT)		0	904,061	1,356,090	0	0%

FUND: INSURANCE ESCROW RESERVE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
INSURANCE ESCROW RESERVE						
REVENUES						
REVENUE						
85-00-0-309	WC/LIAB PREMIUM	0	600,000	900,000	0	0%
85-00-0-310	GROUP INSURANCE PREMIUM	0	1,969,141	2,953,712	0	0%
85-00-0-351	INTEREST EARNED	0	235	353	0	0%
85-00-0-355	REIMBURSEMENTS/MISC.	0	149,816	224,724	0	0%
TOTAL REVENUE		0	2,719,192	4,078,789	0	0%
TOTAL REVENUES: INSURANCE ESCROW RESERVE		0	2,719,192	4,078,789	0	0%
EXPENSES						
EXPENSE						
85-00-0-040	INSURANCE EXPENSE	0	2,104,905	3,157,358	0	0%
85-00-0-041	INSURANCE EXPENSE-WC	0	225,205	337,807	0	0%
85-00-0-042	INSURANCE EXPENSE-LIABILITY	0	247,134	370,701	0	0%
85-00-0-070	MISC. EXPENSE INSURANCE	0	263	395	0	0%
TOTAL EXPENSE		0	2,577,507	3,866,261	0	0%
TOTAL INSURANCE ESCROW RESERVE		0	2,577,507	3,866,261	0	0%
TOTAL FUND REVENUES & BEG. BALANCE		0	2,719,192	4,078,789	0	0%
TOTAL FUND EXPENSES		0	2,577,507	3,866,261	0	0%
FUND SURPLUS (DEFICIT)		0	141,685	212,528	0	0%

FUND: DEPENDENT CARE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
DEPENDENT CARE						
REVENUES						
86-00-0-310	DEPENDENT CARE CONTRIBUTION	0	6,249	9,374	0	0%
TOTAL		0	6,249	9,374	0	0%
TOTAL REVENUES: DEPENDENT CARE		0	6,249	9,374	0	0%
EXPENSES						
86-00-0-040	CLAIMS PAID	0	5,111	7,666	0	0%
TOTAL		0	5,111	7,666	0	0%
TOTAL DEPENDENT CARE		0	5,111	7,666	0	0%
TOTAL FUND REVENUES & BEG. BALANCE		0	6,249	9,374	0	0%
TOTAL FUND EXPENSES		0	5,111	7,666	0	0%
FUND SURPLUS (DEFICIT)		0	1,138	1,708	0	0%

FUND: UNREIMBURSED MEDICAL

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
UNREIMBURSED MEDICAL						
REVENUES						
UNREIMBURSED MEDICAL						
87-00-0-310	CONTRIBUTION	0	34,855	52,283	0	0%
87-00-0-351	INTEREST INCOME	0	142	213	0	0%
TOTAL UNREIMBURSED MEDICAL		0	34,997	52,496	0	0%
TOTAL REVENUES: UNREIMBURSED MEDICAL		0	34,997	52,496	0	0%
EXPENSES						
UNREIMBURSED MEDICAL						
87-00-0-040	CLAIMS PAID	0	32,970	49,455	0	0%
TOTAL UNREIMBURSED MEDICAL		0	32,970	49,455	0	0%
TOTAL UNREIMBURSED MEDICAL		0	32,970	49,455	0	0%
TOTAL FUND REVENUES & BEG. BALANCE		0	34,997	52,496	0	0%
TOTAL FUND EXPENSES		0	32,970	49,455	0	0%
FUND SURPLUS (DEFICIT)		0	2,027	3,041	0	0%

FUND: REVOLVING LOAN FUND

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2020 BUDGETED	2020 8 MO. ACTUAL	2020 PROJECTED	2021 REQUESTED BUDGET	% INC(DEC)
BEGINNING BALANCE					0	
REVOLVING LOAN						
REVENUES						
REVENUE						
92-00-0-351	CHECKING INTEREST EARNED	0	4,539	6,809	0	0%
92-00-0-355	NOTE RECEIVABLE INTEREST	0	3,052	4,578	0	0%
TOTAL REVENUE		0	7,591	11,387	0	0%
TOTAL REVENUES: REVOLVING LOAN		0	7,591	11,387	0	0%
EXPENSES						
EXPENSES						
92-00-0-070	OTHER OPERATING EXPENSES	0	0	0	0	0%
TOTAL EXPENSES		0	0	0	0	0%
TOTAL REVOLVING LOAN		0	0	0	0	0%
TOTAL REVENUES		0	7,591	11,387	0	0%
TOTAL EXPENSES		0	0	0	0	0%
SURPLUS (DEFICIT)		0	7,591	11,387	0	0%
TOTAL FUND REVENUES & BEG. BALANCE		0	7,591	11,387	0	0%
TOTAL FUND EXPENSES		0	0	0	0	0%
FUND SURPLUS (DEFICIT)		0	7,591	11,387	0	0%

City of East Peoria
FY 2020-2021
5-Year Capital Improvement Plan

FUND	DEPT	DESCRIPTION	Proposed			Estimated		Total
			FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	
01	Public Property	KUV	35,000	-	-	-	-	35,000
01	Public Property	Window Replacement	-	20,000	-	-	-	20,000
01	Public Property	Parking Lots	-	-	-	25,000	50,000	75,000
01	Public Property	Buildings	-	-	-	-	50,000	50,000
01	Public Property	4 - Garage Doors	-	20,000	-	-	-	20,000
03	Police	Police Cars	135,000	135,000	135,000	135,000	135,000	675,000
03	Police	Taser Replacement	35,200	21,600	21,600	21,600	21,600	121,600
03	Police	AED Replacement	15,400	-	-	-	-	15,400
04	Fire	AED Replacement	13,000	-	-	-	2,500	15,500
04	Fire	Monitors	52,000	26,000	-	26,000	26,000	130,000
04	Fire	Air Packs	-	30,000	-	-	-	30,000
04	Fire	Engine	-	-	240,000	120,000	-	360,000
04	Fire	Ambulance	-	-	-	-	250,000	250,000
05	Solid Waste	Garbage Truck	-	-	-	275,000		275,000
11	Streets	Plow Truck	100,000	100,000	-	-	200,000	400,000
11	Streets	Street Reconstruction Highview	-	500,000	-	-	100,000	600,000
25	Camp St. TIF	Camp & River (1 of 2)	504,735	-	-	-	-	504,735
25	Camp St. TIF	Camp & Riverside	110,100	110,100	615,000	375,000	-	1,210,200
25	Camp St. TIF	Bass Pro AHU-24 HVAC Replacement	20,000	-	-	-	-	20,000
25	Camp St. TIF	Bass Pro Parking Lot Striping	-	7,000	-	-	-	7,000
25	Camp St. TIF	Striping	-	-	-	-	30,000	30,000
25	Camp St. TIF	Bass Pro Maint.	-	-	-	50,000	120,000	170,000
26	W. Wash. TIF	Striping, Slab jacking, & Sidewalk	-	45,000	-	-	40,000	85,000
General Capital Subtotal			**1,020,435**	**1,014,700**	**1,011,600**	**1,027,600**	**1,025,100**	**5,099,435**
23	Hotel/Motel	Camp & River (2 of 2)	150,000	-	-	-	-	150,000
23	Hotel/Motel	Altorfer Ln.	601,580	-	-	-	-	601,580
23	Hotel/Motel	ESC - Fields	175,000	-	60,000	-	-	235,000
23	Hotel/Motel	LED Scoreboards	15,000	-	-	-	-	15,000
23	Hotel/Motel	Concrete/Fence Repair/Paving	25,000	45,000	15,000	250,000	265,000	600,000
23	Hotel/Motel	F-250	-	25,000	25,000	-	-	50,000
23	Hotel/Motel	Concession Buildings	-	50,000	-	-	-	50,000
23	Hotel/Motel	Par 3 Ln.	-	200,000	-	-	-	200,000
23	Hotel/Motel	Festival Parking Lot	-	60,000	-	-	-	60,000
23	Hotel/Motel	ESC - Roofs	-	-	100,000	-	-	100,000
23	Hotel/Motel	Winners Way	-	-	120,000	-	-	120,000
23	Hotel/Motel	Mariners Way	-	-	60,000	-	-	60,000
23	Hotel/Motel	Field Drags	-	-	-	15,000	15,000	30,000
23	Hotel/Motel	F-250 w/Plow	-	-	-	35,000	35,000	70,000
23	Hotel/Motel	Gateway Signage	-	25,000	25,000	-	-	50,000
23	Hotel/Motel	Railings & Concrete Repair	-	50,000	50,000	-	-	100,000
Hotel/Motel Subtotal			**966,580**	**455,000**	**455,000**	**300,000**	**315,000**	**2,491,580**
50	Water/Sewer	CPS Study 5-Year	50,000	-	-	-	-	50,000
50	Water/Sewer	iPads	10,000	-	-	-	-	10,000
50	Water/Sewer	GPS Collector/iPads	15,000	-	-	-	-	15,000
50	Water/Sewer	Highview Reconstruction	176,000	672,306	-	-	-	848,306
50	Water/Sewer	Water Main	400,000	175,000	150,000	150,000	500,000	1,375,000
50	Water/Sewer	Sewer Main	350,000	150,000	150,000	150,000	500,000	1,300,000
50	Water/Sewer	N. Main WTP	-	-	700,000	700,000	-	1,400,000
Water/Sewer Subtotal			**1,001,000**	**997,306**	**1,000,000**	**1,000,000**	**1,000,000**	**4,998,306**
75	MFT	Street Maint.	900,000	900,000	900,000	900,000	900,000	4,500,000
Total Capital			**3,888,015**	**3,367,006**	**3,366,600**	**3,227,600**	**3,240,100**	**17,089,321**

Street Maintenance Summary								
75	MFT	MFT - Street Maint.	900,000	900,000	900,000	900,000	900,000	4,500,000
*	Various	General Capital	614,835	610,100	615,000	375,000	100,000	2,314,935
11	Streets	Street Maint. (11-00-0-163)	100,000	100,000	100,000	100,000	100,000	500,000
Total Capital			**1,614,835**	**1,610,100**	**1,615,000**	**1,375,000**	**1,100,000**	**7,314,935**

MEMORANDUM

April 15, 2020

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

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

SUBJECT: Renewal of City's Group Term Life Insurance Policy for City Employees

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DISCUSSION:

The City maintains a group term life insurance policy for the benefit of its employees, which is overseen by the City's Insurance & Benefits Committee. This group term life insurance policy has traditionally provided a $25,000 death benefit for all City employees, a $5,000 death benefit for the employee's spouse and eligible dependents, and reduced death benefit for City retirees. The policy also provides an additional benefit at the same applicable benefit level for accidental death and dismemberment (AD&D). For the past several years, the City has maintained a policy with Standard Insurance Company for the City's group term life insurance plan. At the time of renewal, the Insurance & Benefits Committee reviews the renewal quotes, then provides a recommendation regarding the renewal of the City's group term life insurance plan. The Committee has again completed this review process.

Standard Insurance Company has offered a one-year renewal at the current rates with no change in benefits. The Committee is recommending the one-year renewal of the City's group term life insurance plan as provided in this recent renewal quote from Standard Insurance Company.

RECOMMENDATION:

The Insurance & Benefits Committee recommends that the Council pass this Resolution.

c: Teresa Durm
Jeff Becker
Dennis Triggs

RESOLUTION NO. 1920-138

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

RESOLUTION REGARDING RENEWAL OF GROUP TERM LIFE INSURANCE POLICY FOR CITY EMPLOYEES

WHEREAS, the City of East Peoria maintains a group term life insurance policy with additional AD&D (accidental death and dismemberment) coverage for the benefit of its employees, and the City's Insurance & Benefits Committee oversees this employee benefit; and

WHEREAS, in recent years, the City has maintained its group term life insurance policy with Standard Insurance Company; and

WHEREAS, the City's group term life insurance policy with Standard Insurance Company provides a $25,000 death benefit for all current active City employees, a $5,000 death benefit for the employee's spouse and eligible dependents, and reduced death benefit for City retirees; and

WHEREAS, the Insurance & Benefits Committee has recently received a quote from Standard Insurance Company for the renewal of the City's group term life insurance policy for the new fiscal plan year beginning May 1, 2020; and

WHEREAS, the quote from Standard Insurance Company for a one-year renewal of the City's policy maintains the same rate structure from the previous year with no increase in cost for the new fiscal year beginning on May 1, 2020, as set forth in the rate proposal in Exhibit A, attached hereto and incorporated herein by reference (the "Proposal"); and

WHEREAS, the Insurance & Benefits Committee, by a proper vote, has approved the renewal of the City's group term life insurance policy with Standard Insurance Company as set forth in the Proposal (Exhibit A) for a one-year period beginning May 1, 2020;

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

Section 1. The City adopts the recommendation made by the Insurance & Benefits Committee to renew the City's group term life insurance policy with Standard Insurance Company at the rate set forth in the Proposal (Exhibit A) for a one-year period beginning May 1, 2020.

Section 2. The Mayor, or his designee, is hereby authorized to take the necessary action to execute and implement the one-year renewal contract for the City's group term life insurance policy with Standard Insurance Company as set forth in the Proposal (Exhibit A), under such terms and conditions as the Mayor in his discretion deems appropriate; provided, however, that the City shall have no obligation under the terms of this Resolution until executed renewal documents have been delivered to Standard Insurance Company.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

Group Term Life Insurance Rate Proposal from Standard Ins. Co.
2020-2021 Fiscal Year (commencing May 1, 2020)

City of East Peoria

2020 Renewal Summary

Policy 632939

Thank you for choosing Standard Insurance Company (The Standard) as your employee benefits partner since May 1, 1998. We appreciate your business and the opportunity to renew our commitment. We strive to provide City of East Peoria and your employees outstanding value, expertise and personal service.

As always, our goal is to help you take care of your business and your employees. Our team remains committed to helping you achieve strategic goals for your benefits program, streamline administration and increase employee satisfaction. In short — better results with less noise. Thank you again for your continued business.

Our Approach to Renewals — Continued Partnership

The renewal rates for your Group Life insurance will be effective May 1, 2020.

For your renewal, we utilized manual rates to determine the appropriate rate for renewal. Our manual rates use the demographics of your employees to determine the appropriate rates. Factors such as gender, age, salary, occupation and plan design contribute to determining the manual rate.

Please consider this renewal package the next step in our ongoing conversation about how we can best meet your needs. We may be able to work together to help you get more value out of your benefits program or reduce overall costs. We'd be happy to re-evaluate your plan design and benefits usage and discuss your options.

Your Basic Life Renewal

We understand that handling a Life insurance claim takes a special touch. Our Life benefits analysts complete annual grief training. This program helps them empathize with beneficiaries and recognize when they need special attention. We strive to help you make a tough time easier. Our goal is to provide support with easy claim filing, timely decisions, and prompt payment of approved claims.

Census Demographics for Basic Life

Categories	Prior Calculation	Current Calculation	Change
Female Lives	47	47	0
Male Lives	236	236	0
Benefit Volume	$6,111,250	$6,111,250	$0
% Benefit Volume Age 50 +	51%	51%	0%

Based on our thorough analysis, we're offering the renewal rate[s] listed below.

Renewal Date	Current Rate *	Renewal Rate *	Monthly Premium Change **
May 1, 2020	$0.560	$0.560	$0

* Rate mode is Per $1000 of Benefit

** Final premium change will be determined based on your group's composition at billing time

Rate will be guaranteed for 1 year until May 1, 2021.

The Standard is committed to helping you provide employees and their beneficiaries with the support they need. Below is a reminder of the additional services and tools offered with your Life plan.

The Life Services Toolkit

For employees, online services include estate planning and state-specific will preparation, identity theft prevention, financial calculators, wellness resources and more. For beneficiaries, the Life Services Toolkit offers grief and loss support by phone, online and face-to-face. They can also take advantage of access to financial counselors, legal consultation and other support services. This service is offered through a vendor that is not affiliated with The Standard.

Travel Assistance

Travel Assistance can provide a sense of security for your employees and their eligible family members anytime they travel from home or internationally for business or pleasure with minimal restrictions. Available 24 hours a day — with access online or through a single phone call — Travel Assistance offers a full range of trip planning and travel support, including emergency evacuation services and medical, legal, and translation service referrals. This service is offered through a vendor that is not affiliated with The Standard.

Thank You and Next Steps

We appreciate the opportunity to continue our partnership with City of East Peoria.

A summary of our Renewal Offer is in the chart below. Thank you for allowing Standard Insurance Company the opportunity to support your insurance needs.

Product & Services *	Through 04/30/20	Effective 05/01/20
Basic Life	$0.560 Per $1000 of Benefit	$0.560 Per $1000 of Benefit
Travel Assistance	Included in Rates for Life	Included in Rates for Life
Basic AD&D	$0.040 Per $1000 of Benefit	$0.040 Per $1000 of Benefit
Spouse & Child Dependent Life	$2.000 Per Member, Composite	$2.000 Per Member, Composite

*The above shown rates are monthly.

You can count on us to help you retain and attract employees by providing the benefits and services they value – now and for years to come. We're always available to address any questions you have about this renewal or for any service needs. Please reach out to the Chicago group office at (847) 517-9461 and we'll be happy to help.

MEMORANDUM

April 16, 2020

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

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

SUBJECT: Resolution Regarding Revisions to the City's Group Health Care Plan (Effective May 1, 2020)

DISCUSSION:

As part of the City Insurance & Benefits Committee's annual review of the City's Group Health Care Plan (the "Plan"), the Insurance & Benefits Committee also reviews the Plan document to ensure that it is up-to-date and appropriately addressing current issues affecting the Plan. With the proposed change in the utilization management service provider to Precedence, the Plan document requires revision to properly reference Precedence in relation to specific services addressed in the Plan document. Additionally, the Insurance Committee is recommending revisions to the preventive care benefits providing coverage for mammograms and colonoscopies to ensure better health of Plan participants, which will also provide long-term savings to the Plan and Plan participants while encouraging participants to utilize these preventative measures.

Last, this Resolution approves and ratifies a Plan amendment that was approved by the Mayor on an emergency basis that addresses Plan benefits and reinsurance coverage during the current COVID-19 pandemic crisis. This COVID-19 Plan amendment will only be effective through the end of 2020 (December 31, 2020), unless otherwise extend by the City thereafter.

RECOMMENDATION:

The Insurance & Benefits Committee, as well as our office, recommends that the Council pass this Resolution.

c: Teresa Durm
Dennis R. Triggs

RESOLUTION NO. 1920-139

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

RESOLUTION REGARDING REVISIONS TO THE CITY'S GROUP HEALTH INSURANCE PLAN

WHEREAS, the City of East Peoria maintains a self-insured group health care plan ("Plan") for the benefit of its employees, with the entire Plan booklet most recently being re-issued and effective on January 1, 2015; and

WHEREAS, with the change in the provider of the utilization management services for the Plan, revisions to the Plan document are necessary to ensure the Plan properly references the correct entities that provide certain services for Plan participants; and

WHEREAS, the City's Insurance and Benefits Committee has determined that offering expanded preventative care benefits for mammograms and colonoscopies will benefit Plan participants, while ensuring that preventative medical care is available that will improve the long-term health of Plan participants, while helping to reduce costs on a long-term basis for both Plan participants and the Plan; and

WHEREAS, the City's Insurance and Benefits Committee, by a proper vote, has approved such Plan changes as provided below for implementation at the beginning of the new Plan year on May 1, 2020; and

WHEREAS, at the beginning of the impact of the COVID-19 pandemic crisis in Illinois, the Mayor approved an amendment to the Plan on an emergency basis that specifically addressed specific benefits for Plan participants potentially affected by COVID-19 and the related crisis and the stay-at-home Executive Order issued by the Governor, and also addressed qualification for the reinsurance coverage under the Plan (the "COVID-19 Plan Amendment"), and the Council now seeks to approve and ratify this COVID-19 Plan Amendment, which will be effective though the end of 2020; and

WHEREAS, the City's Insurance and Benefits Committee recommends that the City adopt these revisions to the Plan to be effective as provided herein;

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

Section 1. The City adopts the change recommended by the Insurance and Benefits Committee to Section 7.1(h) of the Plan as follows to be effective May 1, 2020 (additions are indicated by underline; deletions by ~~strikeout~~):

7.1 Limitations

(h) Chemotherapy/Oncology Pharmaceutical Drugs

For certain aspects of care received by cancer patients, this provision describes a special medical management program for related benefits under the Plan. For any intravenous chemotherapy, including the chemotherapy prescription drug, **pre-certification shall be required by contacting Precedence at (800) 361-1492 ~~Biologics/Oncosentrics at (800) 983-1590~~**.

(1) Oncology Pharmaceutical and Clinical Management Program

This Plan has entered into an arrangement with Precedence~~Biologics~~, a company specializing in oncology management, to assist a Covered Person or Covered Dependent and the Covered Person's or Covered Dependent's oncologist during the course of cancer treatment when administered in an inpatient setting or outpatient setting (e.g. in the physician's office or other covered outpatient setting). This program applies to the chemotherapy plan of treatment and other oncology pharmaceuticals to be used in connection with cancer treatment for a Covered Person or Covered Dependent.

In order to initiate these oncology management program services, the Covered Person's or Covered Dependent's oncologist should contact the Contract Administrator (Consociate) to verify Plan benefits. At that time, the oncologist will be asked to contact Precedence ~~Biologics~~ and provide the assigned Precedence's ~~Biologics'~~ Oncology Nurse Specialist (ONS) with a copy of the treatment plan prescribed by the oncologist for the Covered Person or Covered Dependent. After the oncologist has contacted Precedence ~~Biologics~~, an ONS will contact the Covered Person or Covered Dependent periodically to provide support, education, and answer any questions about the disease and prescribed treatment plan. The ONS will remain in contact with the Covered Person or Covered Dependent and the oncologist for the duration of the chemotherapy treatment plan. In addition, clinical oncology pharmacists will be available to the Covered Person or Covered Dependent and the oncologist on a 24-hour/7-day per week basis by contacting (800) 361-1492 ~~983-1590~~. The Covered Person or

Covered Dependent should call this number with any questions regarding the cancer drugs being used in the treatment program, related side effects, and other quality of life issues.

If the oncologist determines that oral anti-cancer drugs or supportive medications should be taken at home following inpatient or outpatient chemotherapy, the oncologist should contact Precedence ~~Biologics~~ and the prescribed drugs will be sent directly to the Covered Person's or Covered Dependent's home or other specified location in time to meet the medication schedule specified by the oncologist. A clinical oncology pharmacist will call the Covered Person or Covered Dependent to discuss the medications and answer any questions about the specific drugs being taken at home.

Unless the Covered Person's or Covered Dependent's oncologist has entered into an agreement with Precedence ~~Biologics~~ to accept other reimbursement rates for Expenses Incurred for the chemotherapy or oncology pharmaceutical drugs, the payment under this Plan for Expenses Incurred for all such pharmaceutical drugs used in the treatment of cancer will be limited to the rate of Average Sales Price plus ten percent (10%). Average Sales Price is updated quarterly by Medicare.

(2) Exclusion: Experimental and Investigational Drugs

In order to receive benefit payments under the Plan for Expenses Incurred for chemotherapy or oncology pharmaceutical drugs, the chemotherapy plan of treatment for the Covered Person or Covered Dependent must be received by Precedence ~~Biologics~~ and deemed not to be Experimental or Investigational as described herein. The Plan will not pay for or otherwise cover the cost of drugs considered Experimental or Investigational, except as specifically provided in Section 7.8.

In the context of pharmaceutical drugs used in the treatment of cancer, the use of a drug will not be considered Experimental or Investigational where (1) the use of the drug has been recognized as safe and effective for the treatment of the specific type of cancer in the National Comprehensive Cancer Network's Drugs and Precedence ~~Biologics~~ Compendium, Thomson Microdex DRUGDEX, Thomson Microdex DrugPoints or Clinical Pharmacology; or (2) the drug is provided in association with a Phase III or IV trial for cancer, as approved by the FDA or sanctioned by the National Cancer Institute "NCI"); or (3) the drug is provided in association with a Phase II trial for cancer by an NCI-sponsored

group and standard treatment has been or would be ineffective or does not exist or there is no clearly superior non-investigational alternative that can be delivered more cost efficiently as determined by the Contract Administrator.

Section 2. The City adopts the change recommended by the Insurance and Benefits Committee to Section 7.1(j) of the Plan as follows to be effective May 1, 2020 (additions are indicated by underline; deletions by ~~strikeout~~):

7.1 Limitations

(i) Dialysis Treatment: Cost Management Program

For dialysis treatment for a Covered Person or Covered Dependent, this provision describes a special cost management program for related benefits under the Plan. **For any dialysis treatment program, pre-certification shall be required by contacting Precedence at (800) 361-1492 ~~EthiCare Advisors at (877) 218-4955~~.**

The dialysis treatment cost management program is a special cost containment program designed for a Covered Person or Covered Dependent requiring dialysis treatments. The Plan has entered into an arrangement with Zelis Healthcare~~EthiCare Advisors, Inc.~~, a specialized cost management company, to assist with managing dialysis costs, and this dialysis treatment cost management program is coordinated by Precedence . Precedence ~~EthiCare Advisors~~ must be contacted by the Covered Person's or Covered Dependent's nephrologist or the dialysis treatment clinic providing services before the onset of the dialysis treatment program. Unless the nephrologist or dialysis treatment clinic has entered into an agreement with Zelis Healthcare~~EthiCare Advisors~~, the payment under this Plan for any Expenses Incurred for all drugs and dialysis treatment will be strictly limited to the usual and customary reimbursement rate as defined by the Plan and all other Plan Limitations and Exclusions.

Section 3. The City adopts the change recommended by the Insurance and Benefits Committee to Section 7.2(b)(1) of the Plan as follows to be effective May 1, 2020 (additions are indicated by underline; deletions by ~~strikeout~~):

7.2 Non-Deductible Medical Benefits (100% Coverage at PPO)

(b)(1) Women's Preventative Care - Routine Mammogram

This Plan pays 100% of Reasonable and Customary Expenses Incurred for a routine mammogram ~~within the following limitations~~ as provided herein. If the Covered Person or Covered Dependent is a female, ~~age 35 or over,~~ one baseline mammogram will be covered at any age and

thereafter~~. If the Covered Person or Covered Dependent is a female age 40 or over,~~ one routine mammogram for each calendar year will be covered as recommended by a Physician. If a second or additional mammogram is ordered within the same calendar year or within six months of the previous mammogram, this second or additional mammogram will be covered~~ as provided for medical care under the applicable Plan option~~ under the PPO Health Plan option as a Medical Benefit Requiring Coinsurance with no copayment under Section 7.4(c) and covered under the High Deductible Health Plan as a Non-Deductible Medical Benefit Requiring Coinsurance under Section 7.5(a) after meeting the applicable deductible.

Section 4. The City adopts the change recommended by the Insurance and Benefits Committee to Section 7.2(g) of the Plan as follows to be effective May 1, 2020 (additions are indicated by underline; deletions by ~~strikeout~~):

7.2 Non-Deductible Medical Benefits (100% Coverage at PPO)

(g) Colon and Rectal Exam

This Plan pays 100% of Reasonable and Customary Expenses Incurred for a routine colon and rectal examination for a Covered Person or Covered Dependent age 50 or over within the following limitations:

(1) Annual fecal occult blood test or fecal immunochemical test;

(2) Flexible sigmoidoscopy once every 5 years;

(3) Double-contrast barium enema once every 5 years; ~~and~~

(4) Colonoscopy once every 10 years~~.~~; and

(5) Colonoscopy once every 5 years if Covered Person or Covered Dependent has a family history of colorectal cancer or if recommended by a Physician; a colonoscopy conducted at a higher frequency than provided under this Section 7.2(g) will be covered under the PPO Health Plan option as a Medical Benefit Requiring Coinsurance with no copayment under Section 7.4(c) and covered under the High Deductible Health Plan as a Non-Deductible Medical Benefit Requiring Coinsurance under Section 7.5(a) after meeting the applicable deductible.

Section 5. Section 6. The “Summary of Benefits” section of the Plan shall be modified as provided in Exhibit A, attached hereto and incorporated by reference, and replacing the current version of the “Summary of Benefits” section of the Plan effective May 1, 2020.

Section 6. The City adopts and ratifies the COVID-19 Plan Amendment, as provided in Exhibit B, attached hereto and incorporated by reference, which shall be effective from March 20, 2020, through December 31, 2020.

Section 7. The City's Human Resources Director is directed to furnish or otherwise make available a copy of these changes or an updated version of the Plan document to all City employees and officials covered by the Plan, including any retirees, employees on disability, families of deceased employees, or former employees who are covered by the Plan.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A: Effective May 1, 2020
SUMMARY OF BENEFITS

Contract Administrator

Consociate
Mailing Address: 2828 N. Monroe Street, P.O. Box 678, Decatur, Illinois 62525
Walk-In Address: 425 N. Main Street, 4th Floor, East Peoria, Illinois 61611
Phone: (800) 798-2422
Website: www.consociate.com

Prescription Benefits Manager

MedTrak
7101 College Boulevard, Suite 1000
Overland Park, KS 66210
Phone: (800) 771-4648
Website: www.medtrakrx.com

Virtual Care Provider

Online:
www.unitypointvirtualcare.org
Smart Phone App:
"UnityPoint Health Virtual Care"

Medical Care: Wellness and Women's Preventative Care

(Same for all Health Plan Options)

Benefits paid at 100% at Preferred Provider (pages 48-52)

Wellness Benefits

- Immunizations
- PSA Testing..... once per year, age 50 or older
- Colon & Rectal Exam..... see benefit description, age 50 or older
- Physical ..... once per year
- Baby Well-Care (through 2nd birthday) ..... unlimited visits

Women's Preventative Care

- Mammograms..... once per year
- Pap Smear..... once per year
- Gynecological Exam ..... once per year
- Additional Preventative Care ..... as set forth in Plan
- Contraceptives..... generic, unless generic not available

Medical Care: LIMITATIONS (Same for all Health Plan Options)

PRE-CERTIFICATION PROCESS: **Inpatient Care & Outpatient Surgery**
(Utilization Review; see pages 44-45) ..... up to $500 **penalty**
(($1,000 **penalty** for non-preferred provider) if not followed

Chemotherapy/Oncology Drugs…**must call** Precedence (800)361-1492
Dialysis ..... **must call** Precedence (800)361-1492

Medical Care: LIMITATIONS (continued)

NON-PREFERRED PROVIDER INPATIENT HOSPITALIZATION ..... $500 **penalty**, to be paid before benefits applied

Skilled Nursing Facility
Room and board rate ..... semi-private room rate
Maximum days per confinement 120

Home Health Care ..... 120 visits per calendar year

Annual Maximum Benefit (page 43) ..... None
(No lifetime maximum limits on benefits)

Medical Care: PPO Health Plan
(Pages 52-70)

Deductible for Medical Care per calendar year
Individual $0
Family $0

Non-Preferred Provider
Individual $3,750
Family $7,500

Out-of-Pocket Maximum per calendar year
Preferred Provider
Individual $3,500
Family $7,000

Non-Preferred Provider
Individual $7,500
Family $15,000

NOTE: Medical Copays apply to meeting OOP Maximums; however, copays still apply after meeting OOP Maximum levels (coinsurance would increase to 100%). Prescription drug costs do not apply to OOP Maximums.

NOTE: Payment made in satisfaction of either the Preferred Provider or the Non-Preferred Provider out-of-pocket maximum is not credited toward the satisfaction of the other out-of-pocket maximum.

Physician Care: Primary Care
Non-surgical office visit (includes routine office visit; mental or nervous disorders or substance abuse care; and physical, occupational, and speech therapy)

Medical Care: PPO Health Plan (continued)

Preferred Provider ..... 100% after $40 copay
Non-Preferred Provider.....50%

Physician Care: Specialty Care & Urgent Care
Non-surgical office visit with a specialist or at an urgent care facility
Preferred Provider ..... 100% after $60 copay
Non-Preferred Provider.....50%

NOTE: Additional medical services obtained at Physician's Office may require additional copay or coinsurance.

Virtual Care Consultation (Preferred Provider)..... 100% after $10 copay

Medical Services: Office Visit & Outpatient
Diagnostic tests, x-ray, pathology, etc.
Preferred Provider 80%
Non-Preferred Provider..... 50%

MRI, PET and CT Scan: Outpatient
Preferred Provider ..... 80% after $250 copay
(A maximum copay of $500 per year per individual)
Non-Preferred Provider.....50%

Outpatient Surgery
($500 or $1,000 **penalty** for failure to follow pre-certification procedures for outpatient procedures not performed in physician's office that require anesthesia; see pages 44-45)
Preferred Provider ..... 80% after $500 copay
Non-Preferred Provider.....50%

Hospital Care
Inpatient & Mental Health and Substance Abuse / Newborn Care
($500 or $1,000 **penalty** for failure to follow pre-certification procedures; see pages 44-45)
Preferred Provider ..... 80% after $500 copay
Non-Preferred Provider.....50%

Medical Emergency
Preferred Provider .....100% after $200 copay
Non-Preferred Provider.....100% after $200 copay
Waived if admitted of Inpatient Care
Hospital copay and coinsurance apply for any post-ER hospital care

Ambulance Transport .....80% after $100 copay

Medical Care: PPO Health Plan (continued)

Prescriptions (outpatient) (pages 68-69)

Single Prescription or Refill (34 day maximum supply)

Generic.....$5 copay
Brand (no generic available..... $30 copay + 25%
up to total maximum cost of $75 per prescription
Brand (generic available) ... $75 copay+100% difference brand-generic

MedTrak Performance 90 (90-day prescription)
Generic..... $12.50 copay
Brand (no generic available..... $75 copay + 25%
up to total maximum cost of $200 per prescription
Brand (generic available) . .$200 copay+100% difference brand-generic

Specialty Prescriptions (does not include brand with generic available)
Single Prescription/Refill: $500 or more ..... Regular copay + 25%

Insulin
No copay ($0) when using provider on Preferred Insulin List
Brand copay amount (generic available) if not using provider on Preferred Insulin List

Medical Care: High Deductible Health Plan
(Pages 70-86)

Under the High Deductible Health Plan, the participant pays 100% of all costs (except for Wellness Benefits and Women's Preventative Care at PPO provider) until meeting deductibles. Thereafter, the Plan pays 90% of costs for medical care at PPO provider (50% at Non-PPO provider), including prescription drugs.

Deductible for Medical Care per calendar year
Individual $2,500
Family..... $5,000

Qualifying expenses will apply toward deductibles up to amounts listed above; however, after these amounts are met, qualifying expenses at a Non-Preferred Provider shall be further subject to the deductibles listed below.

Non-Preferred Provider
Individual $5,000
Family.....$10,000

Medical Care: High Deductible Health Plan (continued)

Out-of-Pocket Maximum per calendar year

Preferred Provider
Individual $2,500
Family $5,000

Non-Preferred Provider
Individual $5,000
Family $15,000

Physician Care & Virtual Care Consultation
Non-surgical office visit (includes routine office visit; mental or nervous disorders or substance abuse care; chiropractic care; and physical, occupational, and speech therapy)
Preferred Provider 90%
Non-Preferred Provider..... 50%

Outpatient Surgery
($500 or $1,000 **penalty** for failure to follow pre-certification procedures for outpatient procedures not performed in physician's office that require anesthesia; see pages 44-45)
Preferred Provider 90%
Non-Preferred Provider..... 50%

Hospital Care
Inpatient & Mental Health and Substance Abuse
($500 or $1,000 **penalty** for failure to follow pre-certification procedures; see pages 44-45)
Preferred Provider 90%
Non-Preferred Provider.....50% after payment of $500 **penalty** for non-emergency care

Outpatient
Preferred Provider 90%
Non-Preferred Provider..... 50%

Medical Emergency 90%

Ambulance Transport 90%

Medical Care: High Deductible Health Plan (continued)

Prescriptions (outpatient; after deductibles are met) (pages 83-85)

Single Prescription or Refill (34 day maximum supply)
Generic and Brand (no generic available) 90%

MedTrak Performance 90 (90-day prescription)
Generic and Brand (no generic available) 90%

Specialty Prescriptions (does not include brand with generic available)
Generics and Brand:
Single Prescription/Refill 90%

Brand (generic available): 10% copay plus 100% difference brand-generic

Insulin (outpatient)
No copay ($0) when using provider on Preferred Insulin List (before and after deductibles are met)
Brand copay amount (generic available) if not using provider on Preferred Insulin List (after deductibles are met)

Dental Care (pages 90-94)
(Same for all Health Plan Options)

Deductible per calendar year
Individual $100
Family $300

Preventative Dental Services, including a dental exam and cleaning twice per calendar year, periodic bitewing X-rays, and dental sealants up to age 16 .....100%

Other Basic Dental Services 80%

Major Dental Services, including dentures, and space maintainers 50%

Maximum Dental Care Benefit per calendar year ..... $1,500 per person

Orthodontics..... 50% up to Lifetime Maximum
Lifetime Maximum.....$2,000 per person

Vision Care (pages 95-96)
(Same for all Health Plan Options)

Benefit Period .....12 months
Eye Exam..... 100% after $25 copay
Lenses/Frames and/or Contact Lenses
Maximum per Benefit Period $250 per person

EXHIBIT B: Effective March 1, 2020
COVID-19 PLAN AMENDMENT

Amendment to
Plan Document and Summary Plan Description for
City of East Peoria Group Health Care Plan

This Amendment to the City of East Peoria Group Health Care Plan ("Plan") is made effective March 20, 2020, as set forth below.

WHEREAS, applicable provision of the Plan grant the City the right to amend the Plan; and,

WHEREAS, the City desires to make such amendment to address the 2019 Novel Coronavirus (COVID-19) outbreak crisis;

NOW, THEREFORE, the Plan is hereby amended as follows to provide enhanced health benefits associated the 2019 Novel Coronavirus (COVID-19), with such amendment to be effective on and after the date listed herein and terminating on the anniversary of the effective date noted below.

Covered expenses associated with COVID-19 include the following:

1. **COVID-19 Testing** (Medically Necessary clinical diagnostic laboratory tests when a doctor or other Provider orders them; Providers must follow the Centers for Disease Control (CDC) guidelines regarding screening/testing for charges to be Covered Expenses) will be covered at 100%. No deductible, copayment or coinsurance applies.

2. **Tele-health and Other Communication-Based Technology Services** will be covered at 100%. No deductible, copayment or coinsurance applies.

3. **Requests for Early Prescription Refills.** To ensure Covered Persons have at least a one month supply of prescription medicines on-hand, the Plan and its Prescription Drug Plan Administrator will, on a case-by-case, basis, consider each request for an early prescription refill and make decisions based on the circumstances of the patient.

4. **Inpatient Hospital Quarantines.** There may be times when Covered Persons with the virus need to be quarantined in a Hospital private room to avoid infecting other individuals. These patients may not meet the need for acute inpatient care any longer but may remain in the Hospital for public health reasons. Such charges will not be denied solely because otherwise-applicable Medically Necessary requirements would not indicate a need for a private room.

5. **Non-Emergency Ambulance Transportation**. The Plan will cover limited, Medically Necessary, non-emergency ambulance transportation relating to COVID-19 Diagnosis or treatment.

6. **Continuation of Coverage**:

   a. Employees considered Actively at Work the day prior to any temporary closure or temporary reduction of workforce due to COVID-19 will be considered Actively at Work during the temporary closure or temporary reduction of workforce.

   b. If due to COVID-19 Social Distancing guidelines, employees on non-medical leave of absence or unable to work remotely will have continued coverage.

The above benefits are specific to COVID-19. Covered Persons who have been diagnosed with COVID-19 will continue to receive all other benefits covered by the Plan, in accordance with the Plan's guidelines.

Should there be any conflict between this Amendment and the Plan document, the provisions of this Amendment shall govern.

All other provisions of the Plan document remain as stated. The above is effective on and after the date stated herein.

MEMORANDUM

April 15, 2020

TO: Mayor John Kahl and Members of the City Council

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

SUBJECT: Resolution Regarding Employee Contribution Rates for the City's Group Health Insurance Plan (Effective May 1, 2020)

DISCUSSION:

Annually, the City's Insurance and Benefits Committee reviews the City's self-funded Group Health Care Plan and the financial status of the Plan. With the assistance of Consociate (the Third Party Administrator for the Plan) and Leaf Health (the Prescription Benefits Consultant for the Plan), the Insurance Committee has again completed this annual review process.

As a part of this annual review process, the Insurance Committee adjusts the City's and the employees' contribution rates for the two plan options under the City's Group Health Care Plan for the upcoming Plan year. Unfortunately, due to continued high utilization across the Plan for a second year in a row, the Plan has experienced another significant increase in overall claims expenses this past year. As a result of this increase in claims funding, the employee contribution rates are seeing another increase this year as well for the new Plan year. Accordingly, effective May 1, 2020, the monthly employee contribution rates for the two plan options will be as follows (the amount of increase from the current rate schedule is shown in parentheses):

	PPO Plan	High Deductible Plan
Individual	$191.50 (+24.84)	$161.50 (+24.84)
Individual + Child(ren)	$298.54 (+52.42)	$253.54 (+52.42)
Individual + Spouse	$346.12 (+82.38)	$296.12 (+82.38)
Family	$477.36 (+13.72)	$402.36 (+13.72)

When setting the employee contribution rates, all rate adjustments on a year-to-year basis (increases or decreases) are split evenly between the City and the City employees when the new rates are set. For example, if an overall rate increase for one of the rates is $50, then this increase is split $25-$25 between the City's contribution and the employee's contribution for that particular rate. Under this example, the employee's rate would increase $25 for the new Plan Year starting on May 1, 2020 (this example is very close to the rate adjustment for the Individual rate).

You will note that the increases across the 4-tier structure are not even. This occurs because the City's reinsurance carrier looks at the utilization of the Plan by each rate category, while also estimating expected costs for each rate category for the upcoming Plan year starting May 1, 2020. As a result, each category is rated differently on a year-to-year basis. Furthermore, over a stretch of years, these increases usually even out. For instance, last year, the Family rate increase was nearly $90 per month, while the other rate increases were somewhat less.

With regard to the High Deductible plan option, these HDHP rates are set at a fixed dollar amount below the respective PPO Plan rates. This difference in the fixed dollar amount is one of the incentives for participation in the HDHP plan option. The other incentive is a monthly contribution into the employee's Health Savings Account (HSA) in the following amounts: Individual – $50; Individual + Children or Individual + Spouse – $75; and Family – $100. These incentives have been in place for the past 5 years.

Additionally, the Insurance Committee also recommends maintaining the $25 per month wellness incentive that has been in place for several years, which has greatly increased the participation rates in the City's wellness program.

With general medical cost increases and medical inflation continuing to drive up Health Plan costs on a yearly basis, the Insurance Committee and the City will continue to face significant challenges in maintaining employee contribution rates at reasonable levels. Nonetheless, the Insurance Committee will continue to remain vigilant in looking at ways to address these cost increases, which impacts both participating employees and the City.

RECOMMENDATION:

The Insurance and Benefits Committee, as well as our office, recommends that the Council pass this Resolution.

c: Teresa Durm
Jeff Becker
Dennis Triggs

RESOLUTION NO. 1920-140

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

RESOLUTION REGARDING EMPLOYEE CONTRIBUTION RATES FOR THE CITY'S GROUP HEALTH INSURANCE PLAN

WHEREAS, the City of East Peoria maintains a self-insured group health care plan ("Plan") for the benefit of its employees, and the City's Insurance and Benefits Committee oversees the Plan; and

WHEREAS, under the Plan, two plan options are available for employee and retiree participation, which includes the PPO plan (preferred provider option) and the HDHP plan (high deductible health plan option); and

WHEREAS, the Insurance Committee has undertaken their annual review of the financial aspects of the Plan and contribution rates for the upcoming new plan year for the Plan which begins May 1, 2020; and

WHEREAS, the Insurance Committee has accepted and approved the administrative costs, reinsurance costs, and the funding costs for the new fiscal Plan Year which will change employee monthly contribution rates for the two plan options as provided below; and

WHEREAS, the Insurance Committee seeks to continue offering the $25 per month wellness incentive to employees participating in the Plan who participate in the City's wellness program as a means to improve the health and welfare of the participating employees and as a means to lead to long-term cost savings for the Plan; and

WHEREAS, the Insurance Committee also seeks to continue providing an incentive for employees to choose the HDHP plan option by providing City-funded contributions to an employee's health savings account (HSA) for employees choosing coverage under the HDHP plan option, while also making the employee contribution rates more attractive for all tiers of the HDHP plan option; and

WHEREAS, the Insurance Committee, by a proper vote, has approved these recommended adjustments to the employee contribution rates for both Plan options that will be effective at the beginning of the new Plan year on May 1, 2020;

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

Section 1. The City adopts the recommendation made by the Insurance Committee to change the employee monthly contribution rates for the City's PPO plan option effective May 1, 2020, as follows:

	PPO Plan
Individual	$191.50
Individual + Child(ren)	$298.54
Individual + Spouse	$346.12
Family	$477.36

Section 2. The City adopts the recommendation made by the Insurance Committee to change the employee monthly contribution rates for the City's HDHP plan option effective May 1, 2020, as follows:

	HDHP Plan
Individual	$161.50
Individual + Child(ren)	$253.54
Individual + Spouse	$296.12
Family	$402.36

Section 3. The City further adopts the recommendation made by the Insurance Committee to continue offering the $25 per month wellness incentive for employees participating in the City's Wellness Plan, as defined by the City's Wellness Committee, during the Plan year commencing May 1, 2020, and ending on April 30, 2021.

Section 4. The City also adopts the recommendation made by the Insurance Committee to continue offering the City's contribution into a Health Savings Account during the 2020-2021 fiscal year for employees enrolled in the High Deductible Health Plan at the rates of $50 per month for Individual coverage, $75 per month for Individual plus Children coverage, $75 per month for Individual plus Spouse coverage, and $100 per month for Family coverage

Section 5. The City's Finance Director and Human Resources Director are hereby authorized and directed to take appropriate action as necessary to implement the new employee contribution rates for the City's Plan effective May 1, 2020.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM

April 16, 2020

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

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

SUBJECT: Resolution Approving Utilization Management and Case Management Service Agreement for the City's Group Health Care Plan

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DISCUSSION:

As part of the City Insurance & Benefits Committee's annual review of the City's Group Health Care Plan (the "Plan"), the Insurance & Benefits Committee also reviews from time to time the various contracts required for administration of the Plan and Plan benefits. One of these administrative contracts for the Plan includes an agreement for utilization management and case management services to assist the City's third party administrator for the Plan (Consociate) with these specialized services. This service agreement provides specialized large case management, utilization review, and pre-certification services for the Plan, which are critical for controlling costs under the Plan and for coordinating benefits with the City's reinsurance carrier. Additionally, this contract provides critical patient-orientated services for Plan participants who are experiencing difficult and challenging medical and mental health issues.

The Insurance & Benefits Committee has reviewed the contract for these important administrative services for the Plan and for Plan participants and has determined that entering into a new contract with Precedence, Inc. for these services will benefit the Plan and Plan participants by providing additional services not currently received by the Plan or Plan participants, providing excellent patient contact services, and creating anticipated cost savings for the Plan. Thus, the Insurance & Benefits Committee is recommending approval of a two-year contract with Precedence Inc. for these administrative services for the City's Plan.

RECOMMENDATION:

The Insurance & Benefits Committee, as well as our office, recommends that the Council pass this Resolution.

c: Teresa Durm
Jeff Becker
Dennis R. Triggs

RESOLUTION NO. 1920-141

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

RESOLUTION REGARDING THE UTILIZATION MANAGER FOR THE CITY'S GROUP HEALTH INSURANCE PLAN

WHEREAS, the City of East Peoria maintains a self-insured group health care plan ("Plan") for the benefit of its employees and retirees, and the City's Insurance and Benefits Committee oversees the Plan; and

WHEREAS, the City utilizes a third party administrator for administration of benefits under the Plan, with Consociate Inc. continuing to assist the City and the Plan as the Plan's third party administrator; and

WHEREAS, in addition to the third party administrator, the City also contracts for utilization management services to assist the third party administrator and the Plan with specialized large case management, utilization review services, and pre-certification services for the Plan, which are significant and valuable services for controlling costs incurred by the Plan; and

WHEREAS, the City's Insurance and Benefits Committee ("Insurance Committee") has reviewed the utilization management services for the Plan and determined that contracting with Precedence, Inc. ("Precedence") for utilization management services will provide additional services, excellent patient contact services, and potential cost savings for the Plan; and

WHEREAS, the Insurance Committee unanimously recommends that the City enter into a new two-year contract with Precedence for utilization management services that include specialized large case management, utilization review services, and pre-certification services for the Plan;

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

Section 1. The City adopts the recommendation made by the Insurance and Benefits Committee, as set forth above, thereby approving the Service Agreement with Precedence, attached as "Exhibit A", which will be effective from May 1, 2020, through April 30, 2022.

Section 2. The Mayor, or his designee, is hereby authorized and directed to execute the Service Agreement with Precedence, attached as "Exhibit A", together with

such changes therein to the Agreement as the Mayor in his discretion may deem appropriate; provided, however that such Agreement shall not be binding upon the City until an executed original thereof has been delivered to Precedence. Furthermore, the Mayor shall be authorized to execute any agreement or documentation that is ancillary to fulfilling the terms and intent of the attached Service Agreement with Precedence.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

Service Agreement with Precedence Inc.

UTILIZATION AND CASE MANAGEMENT AGREEMENT

This Utilization and Case Management Agreement (the "Agreement") is entered into effective May 1st, 2020 (the "Effective Date"), by and between City of East Peoria, an Illinois municipal corporation ("City") and Precedence, Inc. ("Precedence"). The City and Precedence shall collectively be referred to as the "Parties" and each separately as a "Party".

Recitals

WHEREAS, the City maintains a self-funded Group Health Care Plan for employees and retirees of the City of East Peoria (the "Plan"), which provides for payment of certain benefits to and for certain eligible individuals as defined by the Plan's master plan document(s), such individuals being referred to herein as "Participant(s)"; and

WHEREAS, the Plan is an employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and

WHEREAS, the City, as of the Effective Date, desires to retain Precedence to perform Medical and Behavioral Utilization Management, Case Management and appeals services for the Plan.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
PRECEDENCE OBLIGATIONS

1.1 Utilization Management and Case Management Services. Precedence shall provide the Plan with Utilization Management and Case Management Services as described in Exhibit 1.

1.2 Preauthorization, Concurrent, Retrospective Review, and Appeals

1.2.1. Pre-Service, Concurrent and Retrospective Review. Precedence shall be responsible for requests for prior authorization, concurrent and retrospective review of services, where required by the Plan, and also for concurrent review of ongoing care as required by and in accordance with Precedence's Utilization Management procedures. In cases where Precedence denies a request for payment authorization ("Pre-Service"), or determines that an ongoing course of treatment should be reduced or terminated ("Concurrent Care Denials"), Precedence shall notify the Participant and the Network Provider of the denial and the Participant's right to appeal the denial in accordance with the Plan, and in the time and manner set forth under ERISA and the regulations thereunder.

1.2.2. Pre-Service Appeals. Precedence shall process appeals of Pre-Service and Concurrent Care Denials in the time and manner required by Precedence's internal and external appeals process, set forth in the Precedence, Inc. Quality Improvement/Utilization Management Program, a copy of which is attached hereto as Attachment 1 of Exhibit 1). Precedence shall timely provide all necessary information to the Plan or if applicable, to any Independent Review Organization ("IRO") handling external reviews for the Plan, in order for the Plan, as may be applicable, to timely process any external claims appeals.

1.2.3. Fiduciary Appointment. The Plan hereby appoints Precedence as a named, ERISA fiduciary under the Plan with respect to performing (1) reviews of Pre-Service and concurrent care benefit determinations and (2) internal appeals of such determinations. As such, the Plan delegates to Precedence the discretionary authority to (i) construe and interpret the terms of the Plan, and (ii) make final determinations regarding the authorization or continuing authorization of services under the Plan's internal appeal process. Precedence acknowledges and agrees that, with respect to Section 503 of ERISA, Precedence will be the "appropriate named fiduciary" of the Plan but only to the extent described in this section for purposes of reviewing denied Pre-Service Appeals or Concurrent Care Denials under the Plan. In addition, Precedence shall be responsible for providing the notices required by ERISA section 503 and regulations promulgated thereunder, including notice of an adverse benefit determination, and the right to appeal same, and notice of an adverse determination on appeal. All such notices shall comply with ERISA's requirements.

1.2.4. External Reviews. Precedence acknowledges that the Plan has contracted with IROs for the performance of standard and expedited external claims review services in accordance PPACA. Precedence will timely provide all documents and information considered in the appeals process to the Plan or IRO, as applicable, and will notify claimants of the option to request an external review of adverse benefit determinations following the required internal appeal process described in the Plan. Precedence will, in accordance with applicable law, including PPACA, provide claimant with the necessary procedures to obtain the review.

1.3 Integration and Data Management. Precedence will devise and implement a system that is acceptable to the Plan to notify the Third Party Administrator of services that Precedence has authorized for payment under this Agreement. In addition, Precedence will interface with Network and Network Providers, as applicable, regarding its medical management and utilization management determinations under this Agreement. Finally, Precedence will use reasonable efforts to work with the Plan, the Plan's Third Party Administrator and, as appropriate, the Plan's other vendors, to establish detailed integration protocols and processes.

1.4 Insurance. Precedence shall maintain fiduciary liability insurance that covers itself and Precedence with limits of $2,000,000 annual aggregate, as well as general liability and professional liability insurance of at least $3,000,000 annual aggregate. Failure to secure and maintain such insurance or self-insurance, in sufficient amounts to cover any and all claims arising hereunder shall constitute a material breach of this Agreement. Upon request, Precedence shall submit to the Plan evidence of insurance and will notify the Plan promptly of any revocation or termination of such policy.

1.5 Standard of Care. To the extent that it acts as fiduciary under ERISA, Precedence agrees to perform its Services under this Agreement in accordance with the standard of care applicable to fiduciaries under ERISA. With respect to non-fiduciary Services, Precedence will perform all of such Services with the care, skill, prudence and diligence that an expert third party administrator would exercise under similar circumstances.

ARTICLE II
THE PLAN'S OBLIGATIONS

2.1 Participant Identification Cards. For Participants who will receive Covered Services, the Plan agrees to include, or to cause its Third Party Administrator to include the Precedence name and telephone number on the back of the Participant identification card.

2.2. Authority over Plan. Unless otherwise specifically provided under the terms of this

Agreement, the City (as the "Plan Administrator") retains full and final authority and responsibility for the Plan and its operation. Precedence is empowered to act on behalf of the Plan, but only as expressly stated in this Agreement or as mutually agreed upon in writing by the Parties.

2.3 Payment of Fees. The City shall pay Precedence for its Services under this Agreement as set forth in Section 1.C of Exhibit 1.

ARTICLE III
TERM AND TERMINATION

3.1 Term. The initial term of this Agreement shall be twelve (12) months (the "Initial Term") and this Agreement shall thereafter renew for one successive one (1) year term (a "Renewal Term") unless terminated as provided herein.

3.2 Termination for Convenience. Either Party may terminate this Agreement without cause upon at least one hundred (120) days' written notice to the other Party.

3.3 Termination for Breach. Either Party may terminate this Agreement for a material breach by the other party by giving the breaching party thirty (30) days written notice of the breach. The breaching party may cure the breach during the thirty (30) day period. If the breach is cured to the satisfaction of the non-breaching party, the Agreement shall remain in full force and effect. If the breach is not cured to the satisfaction of the non-breaching party, at the end of the thirty (30) day period, the non-defaulting party may declare by written notice that this Agreement shall terminate upon receipt of the written notice.

3.4 Termination for Insolvency. This Agreement will automatically terminate upon the declaration of insolvency, bankruptcy or receivership, or cessation of business by Precedence or the termination of the Plan.

3.5 Survival. If this Agreement is terminated or expires, its provisions will continue in effect with respect to the following sections: _X__ (Confidentiality); _X__ (Insurance), _X__ (Audits), _X__ (Use of Name), _X___ (Governing Law), and _X__ (Indemnification).

ARTICLE IV
INDEMNIFICATION

4.1 Plan's Indemnification. The City agrees to indemnify and hold harmless Precedence its officers, directors, agents, and employees from any and all suits, judgments, awards, debts, penalties, costs, claims, including any damages, losses, liabilities or expenses (including without limitation court costs and reasonable attorneys' fees) which may be suffered or incurred under this Agreement as a result of (i) a material breach of the Plan's obligations set forth in this Agreement, (ii) a material breach of Plan's representations, warranties and/or covenants set forth in this Agreement, (iii) any acts that are negligent, fraudulent or criminal in carrying out its duties pursuant to this Agreement, unless such claim, liability, cost, loss, expense or damage results from Precedence's breach of the applicable standard of care. Said indemnity is in addition to any other rights that the Precedence may have against the Plan and will survive termination of this Agreement.

4.2 Precedence's Indemnification. Precedence will indemnify, defend and hold harmless the Plan Administrator, the City, the Plan, the Plan's trustees, and the Plan Sponsor (including its respective

affiliates and subsidiaries and its and their officers, directors, employees, agents, consultants, successors and assigns) (collectively, "Plan Affiliates") from any and all suits, judgments, awards, debts, penalties, costs, claims, including any damages, losses, liabilities or expenses (including without limitation court costs and reasonable attorneys' fees) as a result of (i) a material breach of Precedence's obligations set forth in this Agreement, (ii) a material breach of any of Precedence's representations, warranties and/or covenants set forth in this Agreement, (iii) any acts or omissions of Precedence that are negligent, fraudulent or criminal in carrying out its duties pursuant to this Agreement; or (iv) Precedence's breach of the applicable standard of care in carrying out its duties pursuant to this Agreement. Said indemnity is in addition to any other rights that the Plan Affiliates may have against Precedence and will survive termination of this Agreement.

ARTICLE V
RECORDS, REPORTS AND AUDIT RIGHTS

5.1 Record Retention. Precedence shall retain electronic records of its Pre-Service and Pre-Service Appeals determinations and other Plan information that comes into Precedence's possession for a period of seven (7) years from the date that the record is created or received by Precedence, and shall abide by the Business Associate Agreement between Plan and Precedence, effective May 1, 2020 (the "BAA"), which is expressly incorporated herein by reference, with respect to such information. All Plan Claim records in the possession of Precedence are and shall remain the property of the Plan upon termination of this Agreement, and shall be returned to the Plan or its designee unless the Parties mutually agree that return is infeasible, in which case Precedence shall retain the records and extend the protections required by HIPAA. At the end of seven (7) years' retention of records by Precedence stated herein, Precedence may destroy any records not returned to the Plan, provided that Precedence shall first give the Plan sixty (60) days' written notice of Precedence's intention to destroy such records in order to allow the Plan the opportunity to take possession of such records if it so chooses. Precedence will provide the Plan with reasonable access to its records while this Agreement is in effect and for a period of three (3) years following termination of this Agreement.

5.2. Reports. Precedence shall provide the Plan with reports and information in accordance with Section 1.C of Exhibit 1.

5.3. Audit. Upon reasonable prior written notice to Precedence, and subject to a mutually agreeable audit plan and process between the Plan and Precedence, the Plan or its designee shall have the right to audit Precedence's Care Management and Utilization Management Services, which for clarity, include Pre-Service and Appeals.

ARTICLE VI
CONFIDENTIAL AND PROPRIETARY INFORMATION

6.1 Confidentiality and HIPAA.

6.1.1 Precedence recognizes that it will be provided with protected health information or PHI, as that term is defined in the Privacy Rule under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regarding Participants in the course of providing Services under this Agreement. Precedence will safeguard PHI to ensure that no Participant, no employee of Precedence or any other person who does not need to know such information has access to such information. All Claim information, including but not limited to medical records, received by Precedence in the performance of its duties hereunder, will be kept confidential by

Precedence in accordance with the Parties' BAA.

6.1.2 Upon request, Precedence shall release information in its possession in accordance with the terms of the Parties' BAA, if the information relates to Precedence's Services under this Agreement, and the Plan gives Precedence reasonable advance notice and an explanation of the need for such information, provided, however that any such release shall not be required if prohibited or restricted by applicable laws or regulations, including the Privacy Rule.

6.1.3 Precedence acknowledges that it is a business associate of the Plan and shall abide by the requirements of the parties' Business Associate Agreement effective May 1, 2020, a copy of which is attached to this Agreement as Exhibit 2 and incorporated herein by reference.

6.2 Marketing and Use of Data. Precedence shall not contact Participants for marketing purposes without the Plan's express, prior written permission. In addition, except as otherwise provided in Exhibit 1, Precedence agrees not to conduct any customer satisfaction surveys of Participants. Further, Precedence shall not sell or use PHI except as permitted in the Parties' BAA. Precedence may use non-individually identifiable information regarding Participants that has been de-identified in accordance with HIPAA's requirements for data compilations and reports, including, but not limited to statistical reports, cost containment analyses, and claims studies as long as Precedence does not use or disclose such individually identifiable information in any manner other than is necessary to perform its Services under this Agreement or as required by law.

6.3 Proprietary Information. As a result of this Agreement, each party and its respective agents and contractors may have access to information of a proprietary nature owned or licensed by the other, for example without limitation, information regarding the other Party's systems, programs, processes, methods, finances, volume of business, manuals, contracts, the reimbursement rates of any healthcare providers contracted with Network, the terms of this Agreement, and any other material specifically labeled as confidential, etc. (referred to herein collectively as "Proprietary Information"). Both parties acknowledge that the Proprietary Information of the other party has great value to the other and, if disclosed or used in violation of this provision, would cause the other party immediate and irreparable harm. Both parties agree to not disclose to anyone or use for their own benefit any Proprietary Information of the other except as otherwise permitted by this Agreement and to take reasonable precautions to prevent disclosure to any third party. The parties agree that upon termination of this Agreement each party shall upon written request promptly return or destroy all Proprietary Information of the other party.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.1 Precedence and the Plan each is properly organized and operated to undertake its duties as described in this Agreement and has secured and will maintain any and all licenses, certifications, or other authorizations required to conduct its business in the manner contemplated by this Agreement. Precedence and the Plan each has secured all authorizations necessary to execute this Agreement and the officer or employee signing this Agreement on behalf of Precedence and the Plan is authorized to do so and accordingly does bind Precedence and the Plan.

7.2 Precedence and the Plan each will act in compliance with all applicable laws and regulations that relate to Precedence's performance or the Plan's obligations pursuant to this Agreement. In addition, Precedence shall maintain a corporate compliance program or plan and make the program or plan available to the Plan upon request.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 Independent Contractor. Precedence is an independent contractor with respect to the Plan, and nothing in this Agreement shall create or be construed to create, a joint venture, partnership, or employer/employee relationship between the parties hereto, nor shall either party's agents, officers or employees be considered or construed to be employees of the other party for any purpose whatsoever. In addition, neither party shall have any power or authority to act for or on behalf of, or to bind the other except as expressly granted, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned.

8.2 Force Majeure. In the event the operations of Precedence's facilities or a substantial portion thereof are interrupted by war, fire, explosion, insurrection, riots, government requirement, civil or military authority, pandemic or widespread infectious disease, flood, the elements, earthquakes, acts of God, act or omission of transportation, energy, utility or communication facilities, services or companies, or other similar causes beyond its control, the provisions of this Agreement shall be suspended for the duration of such interruption. Should a substantial part of the services be interrupted pursuant to such event for a period in excess of fifteen (15) days, the Plan shall have the right to terminate this Agreement effective upon five (5) days written notice to Precedence.

8.3 No Obligation to Continue Plan. Nothing in this Agreement shall constitute an obligation on the part of City to continue to offer the Plan, Plan benefits, or any specific type of benefit under the Plan to its Participants, and the City retains the right to terminate or amend the Plan at any time.

8.4 Counter Parts. This Agreement may be executed in counterparts and, when taken together with the other signed counterpart, shall constitute one agreement which shall be binding upon and effective as to all signatory Parties.

8.5 Amendment. The Parties may amend this Agreement upon mutual consent of both Parties by executing an Amendment to this Agreement signed by both parties.

8.6 Severability. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.

8.7 Assignment and Subcontracting. This Agreement is personal to the Parties and may not be assigned or transferred, nor may any of the duties and responsibilities of the Parties be assigned, r transferred or subcontracted, without the written consent of both Parties which shall not be unreasonably withheld or delayed.

8.8 Waiver. The failure of either Party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such Party with respect thereto shall continue in full force and effect.

8.9 Recitals. The recitals are intended to describe the intent of the Parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.

8.10 Applicable Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Illinois to the extent not preempted by ERISA or other federal law; provided however that with respect to Precedence's conduct in providing the Medical Management and Behavioral Health Services described in Exhibit 1 and Attachment 1 thereto (other than claims and appeals services, which are governed by ERISA), the laws of the State of Illinois, as applicable, shall govern, without regard to choice of law principles.

8.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written and oral statements and understandings relating thereto.

8.12 Headings. The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication limit, define or extend the specific terms of the section so designated.

8.13 No Third Party Beneficiaries. This Agreement will be construed to confer no rights whatsoever on any third parties, including Participants, Network, Network Providers, or other individuals or entities.

8.14 Notices. Any notice required pursuant to this Agreement shall be in writing, and shall be sent by certified or registered mail or courier, return receipt requested, to the Plan or Network Provider at the address set forth below. The notice shall be effective on the date indicated on the return receipt. Such addresses may change from time to time by written notice to the other party.

To the Plan:	To Precedence:
City of East Peoria	Precedence, Inc.
401 West Washington Street	1409 East Kimberly Road
East Peoria, IL 61611	Davenport, IA 52807
Attention: Mayor	Attention: Dennis Duke, President RYC

9.15 Negotiation of Disputes. Resolution of disputes shall be subject to good faith negotiation between the parties. The complaining party shall notify the other party in writing of such dispute and the parties shall meet attempting in good faith to resolve the dispute within thirty (30) days of the date of such notice, or within such time as is mutually agreed upon in writing by the parties. In the event the dispute is not resolved within such time period, it may, in lieu of court action, with mutual written agreement submitted in writing to a mutually agreed upon mediator who shall recommend a resolution of the dispute to the Parties. The mediation shall be conducted at a time and place mutually agreed to by the Parties. The expense of engaging a mediator shall be shared equally by the Parties. Each Party shall be solely liable for all other costs it incurs related to mediation, including the payment of attorney's fees. In lieu if mediation, either Party may pursue such other remedies as may be available at law or in equity, including court action.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

PRECEDENCE, INC.

By: _____

Print Name:_____

Title: _____

CITY OF EAST PEORIA

By: _____

Print Name_____

Title: _____

EXHIBIT 1
TO
UTILIZATION AND CASE MANAGEMENT AGREEMENT
BETWEEN
CITY OF EAST PEORIA GROUP HEALTH CARE PLAN
AND
PRECEDENCE, INC.

This Exhibit 1 outlines the roles & responsibilities associated with the assumption of medical management and behavioral health utilization and case management services by Precedence and the Plan's payment for such services. . This Exhibit 1 also incorporates the Quality Improvement (QI) Program and the Utilization Management (UM) Program as described and set forth in Attachment 1 hereto.

1. Medical Management and Behavioral Health Services. In addition to reviewing and deciding Pre-Service requests and Pre-Service Appeals as described in the Agreement, Precedence shall provide the services listed in Sections 1A-1C below ("Services") for the fees set forth in Section 4. Precedence shall not be entitled to any additional compensation for its Services except as may be mutually agreed in writing by Precedence and the Plan. Precedence's procedures with respect to its Behavioral Health Utilization Management and Medical Utilization and Case Management Services are set forth in Attachment 1, hereto.

A. Behavioral Health Services - Levels of care to be managed include the following:

Behavioral Health**:**

- Inpatient Facility
- Intensive outpatient program (IOP)
- Partial hospital program (PHP)
- Partial hospital with boarding
- Electro convulsive treatment (ECT)
- Psychological testing over 3 hours

Chemical Dependency**:**

- Detoxification
- Residential
- Inpatient facility
- Intensive outpatient program (IOP)
- Partial hospital program (PHP)
- Partial hospital with boarding

B. Medical Utilization and Case Management Services. Precedence shall conduct Utilization Management services, including medical management for all levels of care for medical services considered Covered Services under the Unity Point ACP, including inpatient, outpatient, professional services, and ancillary services.

In addition, if a Participant requests a service that Precedence determines to be Medically Necessary but the service is not available in the Network from Network Providers, Precedence shall refer the Participant to the University of Iowa Clinic (which shall be

treated as a Network Provider for purposes of the ACP Network Agreement) or to one of the Plan's Centers of Excellence.

Precedence's Medical Management services include the following:

Utilization Management Care, including:

- Coordination of prior authorization process
- Initial payment prior authorization
- Review of admissions
- Concurrent review
- Discharges
- Post-discharge services
- Discharge follow-up

Case Management

- Coordination of appropriate care for those requiring more comprehensive care and/or resources

Clinic Care Management

- Utilizing clinic care managers when appropriate

In addition, if a Participant requests a service that Precedence determines to be Medically Necessary but the service is not available in the Network from Network Providers, Precedence shall refer the Participant to the University of Iowa Clinic (which shall be treated as a Network Provider for purposes of the ACP Network Agreement) or to one of the Plan's Centers of Excellence.

C. Reporting Services. Precedence will provide quarterly reports to Plan which include:

- Response time to phone calls
- Timeliness of clinical decisions
- Number of behavioral health and medical admissions
- Average lengths of inpatient stays
- Readmission rate
- Any denials or complaints
- Quality improvement activities
- Enrollee satisfaction with access, provider location, provider selection, treatment progress, and cultural diversity

If more frequent reporting is requested or additional reporting needs are identified by the Plan, Precedence will make reasonable efforts to cooperate with Plan to provide the additional information.

2. Fees.

A. Per Employee Per Month Payment. To compensate Precedence for the Services outlined in this Agreement, the Plan agrees to pay Precedence a fee equal to $10.88 Per Employee Per Month ("PEPM") for each Participant that is covered under the Unity Point ACP (the "Monthly PPEM Payment"). The Plan will self-report and pay this amount by the 30th of the month following the month in which the Services are rendered. The payment for the month shall be calculated by multiplying the number of employees by $10.88.

The sum of the Monthly PEPM Payments for any Measurement Period (as defined below) shall be referred to as the Annual Care Management Fees.

Payments not made via electronic funds transfer should be mailed to the following address:

Robert Young Center
Attn: Jill Westhoff, CFO
4600 3rd Street
Moline IL 61265

B. Fee Adjustments. Upon request of Precedence, Plan and Precedence will meet no more than annually to review the fees payable under this Agreement. No change shall take effect absent the Plan's express written consent.

ATTACHMENT 1 to EXHIBIT 1

PRECEDENCE, INC.

QUALITY IMPROVEMENT/UTILIZATION MANAGMENT PROGRAMS

PROGRAM DESCRIPTIONS

QUALITY IMPROVEMENT PROGRAM:

PURPOSE: The purpose of the Precedence Quality Improvement (QI) Program is to monitor and improve the quality of clinical care and services that are delivered to our clients and consumers. It addresses the needs of our internal and external customers. The program addresses both clinical and non-clinical services.

GOVERNING BOARD: The Precedence Board of Directors is responsible for the organizational governing of the QI/UM program. Annually the Chairman of the Board of Directors reviews and approves the QI/UM program description, QI/UM work plan and the annual QI/UM evaluation. The board grants the QI/UM committee authority for Precedence's quality management.

QUALITY IMPROVEMENT COMMITTEE: The QI Committee provides oversight and guidance for the quality management program. The committee is comprised of content experts. It is the duty of the QI committee to design and operate a program which is comprehensive and functional. The QI duties include: evaluating the effectiveness of the program at least annually; recommending policy decisions; identifying, designing, approving, reviewing, and re-evaluating QI project activities; monitoring progress in meeting the QI goals; providing guidance to staff on quality management priorities and projects; along with identifying actions to improve services and guarantee that identified and needed actions are carried out.

- The QI Committee meets, at a minimum, quarterly. Clear and accurate QI minutes are taken at each meeting. These minutes include the date, discussion, and actions taken by the committee. Each set of minutes are typed and signed. Approved records of all committee meetings are maintained. They are available before the next QI meeting.
- The QI Committee develops the annual QI work plan, monitors its progress, analyzes its data and initiates action plans to correct opportunities to improve quality of care, service or meet acceptable levels of performance measures.
- When applicable, the committee includes at least one participating provider or receives input from participating providers
- The committee conducts the annual QI evaluation.
- The QI/UM Committee reports to the Board of Directors.

PRECEDENCE MEDICAL DIRECTOR: -The Medical Director has oversight and responsibility for the overall operation of the QI/UM, and serves on the QI/UM committee. At times the Medical Director may delegate some of his/her duties.

PRECEDENCE DIRECTOR OF MANAGED CARE - The Director is responsible to collect monthly data as outlined in the QI/UM work plan. The director compiles this information for monthly reports, which are then submitted to the QI/UM Committees.

ANNUAL QUALITY IMPROVEMENT WORK PLAN - Annually the QI/UM Committees design a QI work plan. This plan includes a program scope, along with objectives and approaches utilized in the QI activities for the year. These activities are designed for improvement of health, clinical care, and services to our members. A timeline is identified for each activity, which includes how each activity will be monitored. A designated person is identified to be responsible for each activity.
The plan also includes the annual evaluation of the QI work plan as one of its activities.

QUALITY IMPROVEMENT PROCESS: Precedence Inc. implements a systemic, evidence-based quality improvement process that includes:

- Selection of quality indicators
- Defined performance metrics
- Defined and regular performance measurement and reporting timeframes
- Measurements of process, errors/adverse events/near misses, satisfaction of population served, complaints, access or outcome trends using valid and accurate methods
- Implementation of activities designed to improve identified problems, including reduction of errors/adverse events/near misses, or indication that Precedence has met acceptable levels of performance.

QUALITY IMPROVEMENT ACTIVITIES – A minimum of two QI projects are identified yearly to promote continuous quality improvement, supporting organizational efforts to maintain and refine client and consumer services.

The following areas are addressed by the QI work plan on an annual basis:

1. Clinical Scope Activity: A minimum of two clinical activities are determined yearly. The activities include at least one clinical issue from inpatient, outpatient or ambulatory services. When a QI project is clinical in nature, QI documents demonstrate the involvement of a senior clinical staff person in the judgments about the use of clinical quality measures and clinical aspects of performance.

2. Ensure the following policies and procedures are being adhered to:
   a) Availability of Practitioners
   b) Accessibility of Service Standards
   c) Continuity of Care

3. Customer satisfaction:

   A.) Satisfaction surveys are conducted with the member population or a representative sample. Members are surveyed annually on:
      a) Organizational services
      b) Accessibility, availability, and acceptability of healthcare practitioners' programs and services.
      c) Satisfaction of logistic and cultural needs being met.

   B.) Complaints and appeals are tracked and reported on quarterly. These complaints and appeals are organized into the following categories: denial of care, denial of diagnostic procedure,

denial of referral request, sufficient choice and accessibility of health care providers, underwriting, marketing and sales, claims and utilization review, member services, provider relations, quality of care, provider complaints, and miscellaneous.

C.) Review and updating of staff scripts.

D.) Reporting timeliness of utilization management decisions and notifications. Precedence monitors and reports quarterly adherence to the time standards including authorizations for: urgent concurrent, urgent pre-service, non-urgent pre-service and post service requests. The percentages of compliance to the time frames are reported to the quality improvement committee.

4. Patient Safety Issues: Precedence identifies at least two activities to help monitor and or improve client safety.

5. Corporate compliance: Trainings are conducted on compliance along with signed statements and adherence.

MEASUREMENT OF ACTIVITIES: The QI activities identified by the QI Committee are documented, measured, and evaluated using the following:

a) Areas to assess or improve quality are identified and prioritized.

b) Strategies to improve the identified area(s) for improvement are designed and implemented.

c) Valid and reliable data are collected in a methodically sound manner using the affected population, or a sample identified in the activity.

d) Measurements are identified to evaluate the performance of the activities. To demonstrate that an improvement is measurable, a sound study is used which includes:

   i. A clear rationale which is relevant to the target population.

   ii. A clear statement of purpose.

   iii. Measure baseline level of performance.

   iv. Clear timeframes for meeting the identified goals.

   v. Appropriate, quantifiable measures to establish acceptable levels of performance.

   vi. Document changes or improvements related to the baseline measurement.

   vii. Re-evaluate level of performance at least annually.

   viii. Analysis of data and target actions for improvement.

e) Goals are identified for each activity.

f) Once the data are collected, measured, and compared to the goal and benchmark, the information is then analyzed and compared to previous performance, if one exists.

g) The data is reported back to the QI/UM committee, as well as any relevant staff through the QI/UM meeting minutes and staff meeting agendas.

h) The QI/UM Committee analyzes the data in order to identify whether the performance is adequate, or if administrative barriers to quality are found.

i) If barriers are found, an action plan is developed to address these barriers.

INTERVENTION AND FOLLOW UP FOR CLINICAL ISSUES: When an opportunity is identified which could improve quality, Precedence develops QI/UM activities to address the areas. The QI/UM Committee then addresses the effectiveness of the activities, along with the revisions of ineffective activities. Periodic re-measurement of the level of performance is monitored for as long as necessary to ensure sustained improvement.

The QI/UM Committee identifies areas for improvement. These areas are identified through routine quality improvement reporting, which include tracking and trending complaints logs, appeal logs, access to service and satisfaction surveys. Other areas identified may come from suggestions by providers, primary care physicians, members, and/or staff.

The QI/UM Committee selects which areas to address. The basis for the selection is documented in the QI/UM meeting minutes. Once the area is identified an activity is designed, measured and analyzed. Based on the analysis, interventions are then identified to address improving either practitioner or system performance. These interventions are then measured for effectiveness. The interventions are to begin early enough, and to specifically identify causes of poor quality, to facilitate some positive change.

The original area identified for Quality Improvement is then re-measured to evaluate the effectiveness of the intervention.

DATA MANAGEMENT:

a) Supports performance indicator collection, analysis, and reporting.

b) Includes data management whereby the organization:

c) Selects performance indicators and sets quantified metrics that are used to establish acceptable levels of performance.

d) Benchmark identified performance.

e) Collects analyses and ensures data integrity prior to integrating data that is used to manage key work processes.

EFFECTIVENESS OF THE QUALITY IMPROVEMENT / UTILIZATION MANAGMENT PROGRAM: Precedence evaluates its QI/UM program annually. The annual written QI/UM evaluation includes the following:

a) Description of the QI/UM activities, both complete and ongoing.

b) An evaluation of progress made on each activity.

c) An analysis summary outlining improvement made in the quality of healthcare and services to our members.

d) Whether resources were adequate and appropriate

e) Whether the right people were involved

f) Assessment of the program impact. Did the program make a difference?

Upon request, members, medical healthcare providers/relevant medical delivery systems and panel practitioners may receive information about the QI/UM program. This would include a description of

the QI/UM program, the annual goals, and progress on those goals.

UTILIZATION MANAGEMENT PROGRAM:

PURPOSE: Precedence has a well-structured utilization management (UM) program that makes utilization decisions affecting the health care of members in a fair, impartial and consistent manner. The UM Program has decision-making structures and processes in place along with a clear designation of responsibility and accountability.

APPROVAL OF THE PROGRAM: This program was originally reviewed and approved on May 26th, 2016 by the UM committee. The most recent review and approval occurred on 1/15/19.

UTILIZATION MANAGMENT COMMITTEE: The committee consists of a minimum of the senior level Precedence physician, a health care practitioner and Precedence program manager. The committee meets at a minimum of quarterly. Minutes are taken of each meeting. Urgent issues that arise between meetings will be assigned to the Director of Precedence who may delegate to an appropriate subcommittee. The UM committee is combined with the Quality Improvement committee.

UTILIZATION MANAGEMENT PROGRAM DESCRIPTION: The Precedence UM program includes the following:

a) A Written description of the program structure
b) The healthcare aspects of the program
c) Involvement of a designated senior physician in the UM program implementation
d) The program scope and process used to determine benefit coverage and medical necessity
e) Information sources used to determine benefits coverage and medical necessity
f) The process for an annual evaluation, approval and revisions, if applicable, the UM program and the staff assigned each activity.

UM PROGRAM STRUCTURE:

UM Staff assigned activities: Triage and referral decisions that require clinical judgment are made by Care Managers who are licensed in the United States and, at a minimum, are a master's degree level mental health therapists or Registered Nurses. In cases where a clinical utilization management decision is needed by a specialist outside of the utilization management staff expertise, an outside expert is used.
Initial screenings involve non-clinical administrative staff's ability to authorize or non-certify payment to providers for health services which do not require evaluation or interpretation of clinical data.

UM Staff who has authority to deny coverage: Decisions for denials are based on medical or clinical necessity by a Board Certified licensed psychiatrist, licensed doctorate level clinical psychologist, or certified addiction medicine specialist. Clinical peer reviewers are licensed in the United States. Benefit denials may be done by Care Mangers, UM Technicians or Care Coordinators.

Involvement of an assigned health care practitioner: Involvement of an assigned psychologist or psychiatrist to participate in the UM program and committee meetings.

Process for evaluating, approving and revising the UM program, and the staff responsible for each step: The Utilization Management program is designed yearly, which includes the item, measurement, date for

completion and assigned staff responsible. The UM program is and reviewed quarterly by the UM committee and evaluated annually.

The UM programs role in the Quality Improvement (QI) program: The following UM reports are generated monthly and are analyzed by the Quality Improvement team to ensure no over or underutilization is taking place:

1. inpatient acute care days
2. member complaints
3. appeals
4. recidivism and average length of stay
5. chart reviews

The process for handling appeals and appeal determinations (in addition to any requirements set forth in the Agreement):

If a care request is denied by a Peer Reviewer, specific reasons for the denial are conveyed to the member and provider/facility in accordance with the Plan and ERISA's requirements. The member and provider are informed of the appeals procedures in accordance with the Plan and ERISA's requirements.

All members and providers/facilities are educated on the appeal process. The appeal is conducted by an appeal reviewer who was not involved in the initial determination. During this first level of appeal, a full investigation of the case is made which includes all clinical care in question. Documentation is collected on the reason for the appeal and the action taken.

If the member is dissatisfied with the appeal findings, and the appeal is eligible for federal external review, the member or its authorized representative may request an external, independent review by an IRO who issues the final determination.

HEALTHCARE ASPECTS OF THE PROGRAM:

1) The utilization management functions include:
    a. Triage and referral services
    b. Review of benefit coverage
    c. Authorization and denial of requests for payment for inpatient and outpatient mental health and substance abuse services
2) Utilization management authorization requests may be made by telephone, fax, email or mail
3) Utilization management services are provided to all identified members needing health services. Members are identified on the enrollment material provided to Precedence. A secondary identifier is asked to verify the enrollee.
4) Provider participation is verified.
5) If a member does not know which provider they would like to receive services from, the Care Manager/Intake Coordinator will review appropriate options. The Utilization Review (UR) staff will take into consideration provider specialties and geographical location to the member.
6) Level of care criteria are utilized in making clinical care determinations.
7) Care Managers who conduct clinical reviews have access to consult with a psychiatrist or health

professional with the same educational and licensure category of the ordering provider.

8) Members are referred to the least restrictive level of care utilizing medical necessity criteria.

9) On inpatient cases, information regarding continued stay is provided verbally and an authorization letter is sent once the client is discharged. The Precedence Care Manager documents confirmation of authorizations for continued hospitalization or services in the client's chart. This documentation includes the number of extended days or units of service, the next anticipated review point, the new total number of days or services approved, and the date of admission or onset of services. This data and other pertinent case information are available to Precedence authorized staff.

10) Discharge planning is conducted while the client is inpatient to help coordinate outpatient care and follow up appointments.

11) No authorization is required for a second opinion by an in-network provider. However, upon request, Precedence will review in-network options or coordinate obtaining an out-of-network expert if one is not available on the provider panel.

12) Utilization reviews are typically conducted by telephone. However, occasionally a Care Manager may review an inpatient chart at the hospital where the client is hospitalized. In such cases, the utilization management (UM) staff provide picture identification with full name and Precedence name to show hospital personnel.

13) On-site reviews are scheduled at least one day in advance, unless otherwise agreed upon by Precedence and hospital personnel.

14) Precedence Care Manager reviewers follow reasonable hospital/facility procedures so as not to interfere with hospital/facility operations. This includes checking in with the designated personnel.

15) Data collected during onsite reviews are kept confidential and secure.

16) The frequency of reviews is based on the complexity of the patient status, and /or necessary discharge planning and not routinely conducted on a daily basis.

17) Precedence staff collects only the information needed to authorize payment for the admissions, continued stay, procedure or treatment length of stay, or frequency or duration of service.

18) Care Managers do not routinely require hospitals, physicians, or other providers to numerically code diagnoses or procedures to be considered for payment authorization, however they may request such codes if available.

19) The Care Managers do not routinely request copies of medical records in all client reviews.

20) When client medical records are requested, Precedence only requires copies of the sections relevant to the authorization of payment.

21) When making determinations based on medical necessity, only information reasonably necessary to make the decision is requested.

22) The collection of information is shared on a need to know basis within Precedence so as to avoid different Precedence departments requesting duplicate copies of the record

23) Prospective and concurrent review decisions are based on the information available at the time the service is requested

24) Retrospective reviews are based on the information available to the provider at the time the care was provided.

25) During clinical utilization management reviews, if the information does not meet utilization management criteria for authorization the provider is given an offer to speak with a peer reviewer.

26) A Peer Reviewer is a health professional who is qualified, as determined by the Medical Director or Clinical Director, to make a clinical determination regarding a medical condition, procedure or treatment and;

a) Is a clinical peer; and

b) Holds an active, current, unrestricted valid license to practice medicine or health profession in the United State(s); (unless expressly allowed by state and federal law or regulation, are located in a state of the United States when conducting a peer clinical review) and

a. Is of the same licensure category as the ordering provider; and

b. Is in the same profession and in a similar specialty as typically manages the medical condition, procedure, or treatment as mutually deemed appropriate; and

c. Is board certified by the *American Board of Medical S*pecialties (Doctor of Medicine) or the *Advisory Board of Osteopathic Specialists from the Major Areas of Clinical Services* (Doctor of Osteopathic Medicine); and

c) Is neither the individual who made the original denial, nor a subordinate of such an individual.

d) Current Peer Reviewers listing: Tom Hansen MD, Tony Thrasher MD, Robert Sharpe MD, Shane Moisio MD, Sean Weldon MD, Christina Girgis MD, Kimberly Sanders MD, and Prashanth Tamragouri MD.

SENIOR LEVEL PHYSCIAN INVOLVEMENT: An assigned senior health care practitioner supervises the Utilization Management program. The senior level physician's responsibilities may include, but are not limited to:

1. Setting utilization management policies.
2. Implementing the Utilization Management program
3. Providing oversight of the program
4. Supervising program operations.
5. Reviewing UM cases.
6. Participating in the UM Committee.
7. Evaluating the overall effectiveness of the UM program.

DESIGNATED HEALTHCARE PRACTIONER INVOLVEMENT:

A designated healthcare practitioner is actively involved in the healthcare aspects of the UM program. This practitioner may be a designated healthcare physician, or a doctoral-level healthcare practitioner is involved in implementing and evaluating the healthcare aspects of the UM program. The practitioner duties include:

1. Establish UM policies and procedures relating to healthcare.
2. Review and decision making of UM healthcare cases.
3. Participate in UM Committee meetings.

PROCESS USED TO MAKE DETERMINATIONS:

For Precedence commercial book of business, written medical necessity criteria have been developed with the input and approval of local mental health practitioners. The effectiveness and appropriateness of the criteria are reviewed as needed. However, the Quality Improvement program conducts an annual formal review of the medical necessity level of care criteria.

Utilization management decisions are based on written criteria, along with input from the attending provider and primary care physician when appropriate. Utilization management decisions take into account the following:

1. urgency of the situation
2. presence of suicidal or homicidal thinking
3. presence of psychosis
4. ability of the local delivery system to meet the identified needs
5. age of the member
6. progress in treatment, if applicable
7. complications
8. home environment, if applicable
9. any other pertinent information

Utilization management decisions are based on information collected from any reasonably reliable source including the member, their family, provider and primary care physician when appropriate.

The following are considered when applying criteria to each client case in order to determine appropriate level of care:

1. Age
2. Co-morbidities
3. Psychosocial situation, including home environment (as applicable)
4. Medical history
5. Mental health and substance use History
6. History of present illness
7. Presenting symptoms
8. Current clinical status/progress
9. Plan of care
10. Emergency department treatment
11. Current treatment
12. Complications
13. Level of care criteria
14. Disposition
15. Discharge Plan
16. Information regarding condition and instructions at prior discharge if re-admission is at the same facility
17. Any other pertinent information

Orientation of Utilization Management staff includes training in application of utilization management

criteria. Yearly in-services for all staff are also conducted to ensure consistent application of UM criteria.

Monthly quality assurance chart reviews are conducted on all Care Managers. The reviews are conducted to evaluate whether the utilization management criteria are being followed consistently, and whether each client's specific needs are being met.

The monthly random review outcomes are reflected in the Care Manager's performance evaluations.

The names and qualifications of the participants involved in the development of the utilization management criteria are documented in the Quality Improvement minutes.

The Precedence behavioral health criteria are based on current principles and processes and are reviewed and evaluated yearly by licensed health providers.

Precedence utilized Milliman Care Guidelines (MCG) for medical level of care criteria.

Medical necessity criteria are reviewed and updated yearly by actively participating providers. The names and qualifications of the providers called upon to review the criteria are documented in the quality improvement minutes.

Utilization Management criteria and application are reviewed, updated and approved yearly by the Quality Improvement Committee.

Updated criteria and policies are distributed to all clinical staff.

Providers may obtain the Utilization Management/Level of Care criteria upon request by calling our Utilization Management staff. This is conveyed to all providers in their provider manual.

Enrollees and providers may obtain the Utilization Management/Level of Care criteria upon request by calling our Utilization Management staff. This is conveyed to all enrollees in the 'Rights and Responsibilities'.

Precedence, or its contracted delegate, administers an inter-rater reliability (IRR) test at a minimum of annually to the Utilization Management Review Staff who utilize criteria/guidelines and Plan policies when making medically necessary determinations for requested services.

BENEFIT COVERAGE: Decisions about coverage for medical benefits are defined by the Plan's Summary Plan Description, Level of Care criteria, and eligibility files. The Plan determine the sources of information to be used to determine coverage.

None of the plans Precedence administers have a pre-existing clause for behavioral health.

If the member is an eligible Participant, a service is a Covered Service and the clinical situation meets Plan's Medical Necessity criteria, the service is authorized for payment.

DENIALS:

Benefit denial: The requested service is expressly excluded from the Plan as a non-covered service or the member is not an eligible Participant.

Medical Necessity denial:

a.) Covered medical benefits: When the Plan covers the Participant's service but Precedence denied authorization due to the service not meeting Medical Necessity criteria.

b.) Experimental treatments: Precedence denies a service due to its experimental nature,

however the provider reports the service as not being experimental. (If the specific experimental treatment is excluded from the benefit package, it cannot be appealed, i.e. smoking cessation.)

PROCESS FOR AN ANNUAL EVALUATION OF THE UM PLAN

A.) ANNUAL UTILIZATION MANGEMENT WORK PLAN - Annually the UM Committee designs an UM work plan. This plan includes a program scope, along with identifying objectives and approaches to be utilized in the UM activities for the year. These activities are designed to determine whether the UM program remains current and appropriate.

A time-line is identified for each activity below, which includes how each activity will be monitored, with a designated person responsible for the activity:

a) The program structures.

b) Evaluation of the work plan

c) The program scope, processes and information sources used to determine benefit coverage and medical necessity.

d) The level of involvement of the senior-level physician and designated healthcare practitioner in the UM program.

e) Inpatient acute care days

f) Member complaints

g) Appeals

h) Recidivism and average length of stay

i) Chart reviews

B.) EFFECTIVNESS OF THE UTILIZATION MANAGMENT PROGRAM: Precedence senior utilization management staff and the Utilization Management Committee evaluate the UM program annually, and the Director of UM Operations presents the annual evaluation and necessary revisions to the program description to the Utilization Management Committee for review and approval. The annual written evaluation includes the following:

a) Evaluation of program structure

b) Evaluation of program scope, processes, information sources used to determine benefit coverage and medical necessity

c) Evaluation of the level of involvement of the senior-level physician and designated healthcare practitioner in the UM program.

d) Consideration of consumer and practitioner experience data.

e) Description of the UM activities, both complete and ongoing.

f) An evaluation of progress made on each activity.

<u>EXHIBIT 2</u>
TO
UTILIZATION MANAGEMENT AGREEMENT
BETWEEN
CITY OF EAST PEORIA GROUP HEALTH CARE PLAN
AND
PRECEDENCE, INC.

[Replace this page with Business Associate Agreement]

EXHIBIT 2
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") amends and is made a part of all Services Agreement(s) (as defined below) between the City of East Peoria, a Covered Entity under HIPAA ("Covered Entity") and Precedence, Inc., its Business Associate ("Business Associate"). This Agreement is effective on the same date as the Utilization and Case Management Agreement between the Covered Entity and the Business Associate.

1. Definitions. Terms used but not otherwise defined in this Agreement shall have the meaning ascribed in section 160.103, 164.501, or elsewhere, in the Regulations.

a. ***"Breach"*** means, with respect to PHI, the impermissible acquisition, access, use or disclosure of Unsecured PHI which compromises the security or privacy of the PHI.

b. ***"Business Associate Functions"*** means all functions performed by Business Associate under one or more Service Agreements which involve the creation, receipt, transmission or maintenance of PHI on behalf of Covered Entity by Business Associate or its agents or subcontractors.

c. ***"Covered Entity"*** means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered under the HIPAA regulations.

d. ***"ePHI"*** means PHI that is maintained or transmitted in electronic media.

e. ***"HIPAA"*** means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d to 1320d-7, and future amendments thereto and the Regulations issued thereunder.

f. ***"PHI"*** means protected health information as defined in the Regulations, which is created, obtained or used by Business Associate in the performance of one or more Business Associate Functions for Covered Entity.

g. ***"Regulations"*** means the final Regulations implementing the provisions of HIPAA as amended from time to time. The Regulations are presently codified at 45 C.F.R. Parts 160 and 164.

h. ***"Services Agreement(s)"*** means all agreements, whether written or oral, and whether now in effect or hereafter entered into, between Covered Entity and Business Associate for the performance of Business Associate Functions by Business Associate.

i. ***"Security Incident"*** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

j. ***"Unsecured PHI"*** means PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

2. Purpose. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates before furnishing them with PHI or permitting them to obtain or create PHI to perform Business Associate Functions. HIPAA also requires Business Associate to obtain similar contractual assurances from any agents or subcontractors who will create, receive, use or disclose PHI to perform Business Associate Functions on behalf of the Business Associate. This Agreement is intended to provide Covered Entity with the contractual assurances required under HIPAA.

3. Permitted Uses and Disclosures of PHI. Business Associate shall only use and disclose PHI as permitted or required under this Agreement or as required by law. Business Associate shall not, and shall ensure that its employees, agents and subcontractors do not, use or disclose PHI received from Covered Entity in any manner that would constitute a violation of HIPAA or state privacy law if used or disclosed by Covered Entity. To the extent Business Associate carries out any of Covered Entity's obligations under HIPAA, Business Associate shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligations. Without limiting the generality of the foregoing, Business Associate is permitted to use or disclose PHI as set forth below:

a. Business Associate may use PHI to perform Business Associate Functions.

b. Business Associate may use or disclose PHI as needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate. Disclosures for the purposes in Section 3(b) must be either:

i. Required by law; or

ii. Made pursuant to Business Associate obtaining reasonable assurances from

the person to who the PHI is disclosed that the PHI will: (1) remain confidential and will only be used or further disclosed as required by law or for the purposes for which it was disclosed to the person; and (2) the person will notify Business Associate in writing of any instances of which it is aware in which the confidentiality of the PHI has been breached.

c. Business Associate may use PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity if required or permitted under the Services Agreement.

d. Business Associate may, if expressly permitted in writing by Covered Entity or in the Services Agreement, de-identify PHI, provided that such de-identification meets the applicable HIPAA requirements set out in 45 CFR 164.514(a)-(c). In accordance with any additional terms in the Services Agreement, Business Associate may disclose properly de-identified data that no longer meets the definition of PHI.

4. Obligations of Business Associate. Business Associate agrees to:

a. Comply with all applicable requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§17921-17954, and comply with all regulations issued by the Department of Health and Human Services (HHS) to implement HITECH. Such requirements are hereby incorporated by reference into this Agreement.

b. Use and disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate shall not use or disclose information in a manner that would violate any applicable law if done by a Covered Entity.

c. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Agreement. In addition, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with the HIPAA Security Rule with respect to ePHI.

d. Report to Covered Entity, without unreasonable delay, but in no event later than five (5) business days from discovery by Business Associate, any use or disclosure of PHI not provided for in this Agreement by Business Associate, its employees, agents or contractors or by a person to whom Business Associate disclosed PHI under Section 3 of this Agreement (each, an "Unauthorized Use or Disclosure"), including any Unauthorized Use or Disclosure that is a Breach of Unsecured PHI, or any Security Incident. Such notice shall include:

i. any remedial or mitigating action taken or proposed to be taken, or further investigation planned with respect to the Unauthorized Use or Disclosure or Security Incident;

ii. the results of a risk assessment conducted by Business Associate with respect to the Unauthorized Use or Disclosure or Security Incident to determine if there is a low probability that the PHI has been compromised;

iii. a brief description of how the Unauthorized Use or Disclosure or Security Incident occurred and how and when it was discovered; and

iv. a description of whether Unsecured PHI was involved in the Unauthorized Use or Disclosure or Security Incident.

e. Cooperate with Covered Entity , at Covered Entity's direction, in making any required notification to individuals in the case of a Breach (as determined by Covered Entity).

f. Reimburse Covered Entity for all costs, expenses, damages and other losses resulting from any breach of this Agreement, Unauthorized Use or Disclosure, Security Incident or Breach involving PHI maintained by Business Associate, including, without limitation: costs incurred by Covered Entity in investigation of such an occurrence; fines or settlement amounts owed to a state or federal government agency; the cost of any notifications to Individuals or government agencies; credit monitoring for affected Individuals for a one year period (if reasonable and appropriate under the circumstances); or other mitigation steps taken by Covered Entity to comply with HIPAA or state law.

g. Cooperate with Covered Entity in taking reasonable steps to mitigate, to the extent practicable, any harmful effects of any Unauthorized Use or Disclosure, Breach of Unsecured PHI, or Security Incident.

h. Enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each subcontractor (including, without limitation, a subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Business Associate. Business Associate shall ensure that the written agreement with each subcontractor obligates the subcontractor to comply with restrictions and conditions that are the same as the restrictions and conditions that apply to Business Associate under this Agreement.

i. Promptly notify Covered Entity in the event that Business Associate either (i) enters into an arrangement contemplated under Section 4(h) with a subcontractor that is subject to the jurisdiction of any country other than the United States, or (ii) intends to perform the Business Associate Functions at locations outside of the United States. Such notification shall include, at a minimum, the name of any subcontracted entity, the location where Business Associate Functions shall be performed, and a description of the safeguards in place as required by this Agreement to prevent an Unauthorized Use or Disclosure. If Business Associate fails to provide such notice or if Covered Entity, in its sole discretion, determines the planned safeguards are insufficient to protect the PHI, Covered Entity may terminate this Agreement immediately upon written notice.

j. Within five (5) business days of a request by Covered Entity for access to PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Business Associate, Business Associate shall make available to Covered Entity such PHI for so long as Business Associate maintains such information in the Designated Record Set. If Business Associate receives a request for access to PHI directly from an Individual, Business Associate shall forward such request to Covered Entity within five (5) business days.

k. Notify Covered Entity within five (5) business days of any request by individuals to amend PHI maintained by Business Associate in designated record sets, direct the requesting individual to Covered Entity for handling of such request, cooperate with Covered Entity in the handling of such request, and incorporate any amendment accepted by Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to any amendment of PHI.

l. Maintain a record of those disclosures of PHI by Business Associate or its agents or subcontractors which are subject to the individual's right to an accounting under §164.528 of the Regulations, and report such disclosures to Covered Entity within five (5) business days of request by Covered Entity in a form permitting Covered Entity to respond to an individual's request for an accounting.

m. Make its internal practices, books and records relating to the use and/or disclosure of PHI available to the Secretary of HHS or his or her designees for purposes of determining the parties' compliance with the Regulations.

n. Comply with any restriction on use or disclosure of PHI accepted by Covered Entity under § 164.522(a) of the Regulations which is properly communicated to Business Associate, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

o. Comply with any reasonable limitation in the Covered Entity's notice of privacy practices, publicly available at the Covered Entity website, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

p. Comply with any reasonable requests by individuals under § 164.522(b) of the Regulations to receive communications of PHI by alternative means or at alternate locations when communicated to Business Associate by Covered Entity or directly by the individual.

q. Limit the request for, and use and disclosure of, PHI for purposes described in this Agreement to the minimum necessary to perform the required Business Associate Function(s) or other permitted purpose. Business Associate shall comply with any additional requirements for the determination of minimum necessary as are required from time to time by the Regulations, as amended.

r. Obtain and maintain throughout the term of this Agreement reasonable commercial insurance to cover the liabilities which may arise from the activities and obligations contemplated herein, with coverage amounts of no less than one million dollars ($1 million) per occurrence and three million dollars ($3 million) in the aggregate, and list Covered Entity as an additional insured on such policy.

5. Qualified Service Organization Responsibilities. To the extent that Business Associate provides services under this Agreement to a program that is subject to the regulations at 42 CFR Part 2, the following additional requirements apply:

a. Business Associate acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any patient records from a program subject to 42 CFR Part 2, Business Associate is fully bound by the regulations set forth at 42 CFR Part 2, including without limitation all privacy and security restrictions; and

b. Business Associate shall comply with Part 2 in responding to judicial requests to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment. This may require Business Associate to resist the judicial request, if necessary. Business Associate shall only disclose Part 2 records in response to judicial requests as permitted by Part 2.

6. Responsibilities of Covered Entity. Covered Entity agrees to:

a. Notify Business Associate promptly if Covered Entity agrees to any restrictions on the use or disclosure of PHI which will affect Business Associate's use or disclosure of PHI under the Services Agreement.

b. Notify Business Associate of any reasonable requests by individuals under §164.522(b) of the Regulations to receive communications of PHI by alternative means or at alternative locations, if such requests will affect Business Associate's services.

c. Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under §164.526 of the Regulations which Covered Entity believes will apply to PHI maintained by Business Associate in Designated Record Sets.

7. Supervening Law. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as it determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either party may terminate the Services Agreement on not less than thirty (30) days' written notice to the other. If not so terminated, the amendment or amendments proposed by Covered Entity shall become effective.

8. Term and Termination.

a. *Term.* This Agreement shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and subcontractors), unless sooner terminated as provided herein. The terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Services Agreement and shall continue in effect until Business Associate has performed all obligations under this Agreement and no longer retains any PHI.

b. *Termination by Covered Entity*. Notwithstanding any contrary provision of the Service Agreement(s), Covered Entity may terminate the Services Agreement and this Business Associate Agreement upon thirty (30) days' advance written notice to Business Associate in the event that Business Associate materially breaches this Agreement and such breach is not cured to the reasonable satisfaction of Covered Entity within such thirty (30) day period. If Business Associate does not take reasonable steps to cure the breach during such period, Covered Entity may terminate this Business Associate Agreement and the Services Agreement immediately upon written notice.

c. *Termination by Business Associate*. If Business Associate determines that Covered Entity has materially breached this Agreement, Business Associate shall notify Covered Entity and provide Covered Entity an opportunity to cure the alleged material breach upon mutually agreeable terms. If Covered Entity does not take reasonable steps to cure the breach during such period, Business Associate may terminate this Business Associate Agreement immediately upon written notice.

d. *Return/Destruction of PHI upon Termination*. Upon termination of the Service Agreement(s) or this Business Associate Agreement, business Associate shall, if feasible, either return or destroy (and not retain a copy) any and all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

9. **Miscellaneous**.

a. *Covered Entity*. For purposes of this Agreement, and as applicable to the Business Associate Functions of Business Associate under all Services Agreements covered by this Agreement, references to Covered Entity shall include the named Covered Entity and all other entities covered by a joint Notice of Privacy Practices with Covered Entity, whether as part of an affiliated covered entity or an organized health care arrangement.

b. *Notice*. Any notice required herein may be delivered via mail, certified mail, or electronic mail if delivered to the address provided by each party below, provided that each party may notify the other of a new preferred address at any time by delivering such notice in accordance with this provision:

To the Covered Entity:	To the Business Associate:
City of East Peoria Health	Precedence, Inc.
401 West Washington Street	1409 East Kimberly Road
East Peoria, IL 61611	Davenport, IA 52807
Attention: Teresa Durm, HR Director	Attention: Dennis Duke, President RYC

c. *Survival.* The respective rights and obligations of Business Associate and Covered Entity hereunder shall survive termination of this Agreement with respect to any PHI obtained or maintained by Business Associate under this Agreement.

d. *Interpretation; Amendment*. This Agreement shall be interpreted and applied in a manner consistent with Covered Entity's obligations under HIPAA. All amendments shall be in writing and signed by both parties, except that this Agreement shall attach to additional Services Agreements entered into between the parties in the future without the necessity of amending this Agreement. This Agreement is intended to cover the entire Business Associate *relationship* between the parties, as amended, from time to time, through Services Agreements or other means.

e. *Waiver*. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

f. *No Third-Party Beneficiaries*. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.

g. *Effect.* The provisions of this Agreement shall control with respect to PHI Business Associate receives from or on behalf of Covered Entity, and the terms of this Agreement shall supersede any conflicting or inconsistent terms and provisions of the Services Agreement.

h. *Counterparts***.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile transmission or scanned and sent by email are deemed to be originals for purposes of execution and proof of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

CITY OF EAST PEORIA	**PRECEDENCE, INC.**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date: _____	Date: _____

<u>EXHIBIT 3</u>
TO
UTILIZATION MANGEMENT AGREEMENT
BETWEEN
CITY OF EAST PEORIA GROUP HEALTH CARE PLAN
AND
PRECEDENCE, INC.

SPD to be inserted here.

MEMORANDUM

April 16, 2020

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

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

SUBJECT: FY 2020-2021 Salary Resolution

DISCUSSION: Attached is the Annual Salary Resolution setting the salaries and wages for all non-union City employees for the upcoming 2020-2021 fiscal year. Due to the fiscal challenges faced by the City due to the current COVID-19 pandemic, all non-union salaries are being held at the same levels without any increases for the 2020-2021 fiscal year. All other rates and benefits addressed in the Resolution are also being held to no changes for the upcoming 2020-2021 fiscal year, with the only exceptions being made to address the mandatory increases in minimum wages that are scheduled to be implemented during the upcoming 2020-2021 fiscal year.

Additionally, the pay plan exhibits again provide the FLSA exemption status for City employees not covered by a bargaining agreement.

RECOMMENDATION:

Approve FY 2020-2021 Salary Resolution.

RESOLUTION NO. 1920-142

East Peoria, Illinois
_____, 2020

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the salaries, wages and employee benefits for certain non-union employees of the City of East Peoria for the year beginning on May 1, 2020 and ending on April 30, 2021, shall be set as follows:

I. BE IT RESOLVED that the hourly wages of certain clerical, secretary and general employees and the monthly salaries of certain other general, supervisory management employees shall be generally derived from the Pay Plan attached hereto as "Exhibit A".

1. The Pay Plan shall be reviewed annually by the City Council. The Council retains complete discretion on any adjustments to the ranges as set forth or the addition of steps or grades.

2. During a transition period while a job is being upgraded, an employee may receive compensation which is less than the initial step (Step A) of the established grade on the schedule or which falls between steps.

3. The Pay Plan shall serve only as a framework or guide and the City Council shall determine the actual compensation of each employee. Specific positions, titles and the grade levels associated with each position are listed in the Pay Plan as set forth Exhibit A, attached hereto and incorporated by reference.

6. The exemption status of each employee position as provided in compliance with the Fair Labor Standards Act (FLSA) effective May 1, 2020, is further provided in Exhibit B, attached hereto and incorporated by reference.

II. BE IT FURTHER RESOLVED that the City Council hereby approves the following funds to be used for non-union employee salary and wage increases for the year beginning on May 1, 2020, and ending on April 30, 2021:

1. Salaries and wages for all full-time, non-union City employees shall not be adjusted during the 2020-2021 fiscal year and shall remain the same as established for the 2019-2020 fiscal year, unless adjusted by further action taken hereafter by resolution of the City Council.

2. Salaries and wages for all part-time City employees shall not be adjusted during the 2020-2021 fiscal year and shall remain the same as established for the 2019-2020

fiscal year, unless adjusted by further action taken hereafter by resolution of the City Council or as otherwise required by law.

III. BE IT FURTHER RESOLVED that the fringe benefits for all full-time employees shall be as set forth in the City of East Peoria Personnel Policy Manual, subject to any clarification or modification set forth below. Further, "permanent part-time employees" will receive no fringe benefits, except as specifically provided herein.

GROUP HEALTH INSURANCE

The City shall offer plan options under the City's group health care program to all full-time City employees, as such plan options are established by the City's Insurance and Benefits Committee. Further, the City's Insurance and Benefits Committee shall establish the City and employee monthly contribution rates for each of the plan options offered under the City's group health care program. The City shall pay the entire cost of the City contribution rate for the plan option selected by the full-time City employee, and the employee will be responsible for paying the applicable employee contribution rate. Article III of the City of East Peoria Personnel Policy Manual shall govern the group health insurance program and retiree coverage under the group health insurance program.

SICK LEAVE

Sick leave shall be governed by Article III of the City of East Peoria Personnel Policy Manual, except as modified herein for certain management level employees.

Department Heads, Deputy Fire Chiefs, and Police Sergeants shall be entitled to sick leave of fifteen (15) duty days per year. Unused sick leave shall accumulate from calendar year to calendar year to a maximum of one hundred twenty (120) duty days. (Sick leave is earned at the rate of 1 1/4 days per month.)

The Assistant Fire Chiefs shall be entitled to sick leave of seven (7) duty days per year. Unused sick leave shall accumulate from calendar year to calendar year to a maximum of fifty-six (56) duty days. (Sick leave is earned at the rate of 14 hours per month.)

Effective May 1, 1993, Department Heads shall be subject to the Sick Leave policy set forth in the City Personnel Policy Manual, provided that, in addition to the maximum accumulations of sick leave specified therein, full-time permanent Department Heads may accumulate up to an additional twenty (20) days of sick leave, which may be used only for extended illness, and which shall not be compensated unless used during an extended non-occupational illness or injury absence prior to termination or retirement.

HOLIDAY PAY

Holiday pay shall be governed by Article III of the City of East Peoria Personnel Policy Manual, except as modified herein for the specified non-union employees.

Assistant Fire Chiefs, Deputy Police Chiefs, and Police Sergeants shall be entitled to Holiday Pay equivalent to pay at their daily rate of pay for the ten annual holidays per year. For Assistant Fire Chiefs, they shall be paid for twelve (12) hours per holiday.

Permanent part-time employees shall receive pro-rata holiday pay for Thanksgiving, Christmas, and New Year's Day. Permanent part-time employees eligible for pro-rata holiday pay are part-time employees who work an average of 20 hours per week on a year-round basis (thereby excluding seasonable employees) and who have been employed by the City on a continuous basis since June 1st of the same calendar year.

CLOTHING ALLOWANCE

The Fire Chief, Deputy Fire Chiefs, and Assistant Fire Chiefs shall receive an annual clothing allowance of $825.00 as of May 15th, and the Police Chief, Deputy Police Chiefs, and Sergeants shall receive an annual clothing allowance of $1,100.00 as of May 15th; unless the officer has already announced his intent to retire. Where an officer retires during a fiscal year, the uniform allowance shall be prorated for each month of the fiscal year after the retirement by one-twelfth, and the officer, if he has already been paid the full annual allowance, shall either refund this amount, or authorize its deduction from his final compensation.

FITNESS

Command personnel in the Police Department and Fire Department shall be expected to meet the respective department's fitness standards.

IV. BE IT FURTHER RESOLVED THAT:

Special Firemen shall be paid at the rate of $12.00 per hour for each hour while on duty at the scene of a fire when so directed to duty and at the rate of $10.00 per hour when called to stand-by duty or for duty other than fighting fires; this rate for stand-by duty or for duty other than fighting fires will increase to $11.00 per hour on January 1, 2021. Special fire fighters shall be expected to meet the East Peoria Fire Department Fitness Standards.

The Plumbing Inspector will continue to be paid monthly on a 75% fee commission basis.

The Electrical Inspector will continue to be paid monthly on a 75% fee commission basis.

The members of the Fire and Police Commission shall be paid a salary of $2,400.00 per year, payable at $200.00 per month.

The City Attorney, effective May 1, 2020, shall remain unchanged at an hourly rate of $220.00, partners in his law firm shall remain at the hourly rate of $197.00, senior associates shall remain at a hourly rate of $179.00, and all other members of his law firm shall remain at an hourly rate of $124.00 for all services, except that attendance at staff meetings and Council meetings will be covered by a retainer remaining at $1,000.00 per month.

THIS RESOLUTION CREATES NO RIGHTS, CONTRACTUAL OR OTHERWISE, BETWEEN THE CITY AND ANY PROSPECTIVE OR CURRENT EMPLOYEE, OR ANY OTHER PERSON. THE STATEMENTS OF POLICY CONTAINED IN THIS RESOLUTION ARE NOT MADE FOR THE PURPOSE OF INDUCING ANY PERSON TO BECOME OR REMAIN AN EMPLOYEE OF THE CITY, AND SHOULD NOT BE CONSIDERED "PROMISES" OR A GRANT OF "PROPERTY" RIGHTS. THE CITY MAY ADD TO, SUBTRACT FROM AND/OR MODIFY THIS RESOLUTION AT ANY TIME WITHOUT NOTICE. NOTHING CONTAINED IN THIS RESOLUTION IMPAIRS THE RIGHT OF AN EMPLOYEE OR THE CITY TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME FOR ANY REASON. THIS RESOLUTION SUPERSEDES ANY PRIOR RESOLUTION ADDRESSING ANY MATTER SET FORTH HEREIN.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
Pay Plan Schedule (2020-2021 Fiscal Year)

GRADE	POSITION TITLE	MINIMUM	MIDRANGE	MAXIMUM
18	City Administrator	100,000	124,200	149,040
17	Police Chief, Fire Chief, Public Works Director	93,400	109,900	131,880
16	Deputy Police Chiefs, Deputy Fire Chief	89,900	105,800	126,960
15	Asst. Fire Chiefs, Police Sergeant	84,320	99,200	119,040
14	Street/Solid Waste Supv., Water/WW Supv., P & CD Dir., Dir. of Tourism & Special Events, City Clerk, Director of Finance	67,600	81,400	97,680
13	Housing Authority Dir, Asst. Treas. & Office Mgr., Fitness Dir, HR Dir., Dir. of Bldgs & Inspections	52,080	65,100	78,120
12	Res. Bldg. Insp., Grounds Mgr., Concessions/Operations Mgr.	42,320	52,900	63,480
11	Admin. Asst. Police, Admin. Asst. Fire, Admin. Asst. PW, Admin. Asst. for Admin, GIS/Zoning Coord., Maintenance Coord.	33,810	48,300	57,960
10	Receptionist, Utility Billing Clerk, Accounts Payable Clerk, Asst. Grounds Mgr., Accts. Receivable Clerk, Permit Billing Clerk	26,650	39,100	46,920
9**	ESC Instructors, MOD's-PT	9.25	13.25	17.00

Notes: Increases for part-time employees beyond year three are dependent upon a combination of years of service, certifications, and merit.

** Minimum wage will increase to $10.00 on July 1, 2020, and then $11.00 on January 1, 2021.

EXHIBIT B
FLSA Exemption Status of City Positions (2020-2021 Fiscal Year)

City Administrator	Exempt
Police Chief	Exempt
Fire Chief	Exempt
Public Works Director	Exempt
Deputy Police Chiefs	Exempt
Assistant Fire Chiefs	Exempt
Police Sergeants	Exempt
Street/Solid Waste Supervisor	Exempt
Water/Waste Water Supervisor	Exempt
Planning & Community Development Dir.	Exempt
Director of Tourism & Special Events	Exempt
Director of Buildings & Inspections	Exempt
City Clerk	Exempt
Director of Finance	Exempt
Housing Authority Director	Exempt
Fitness Director	Exempt
HR Director	Exempt
Residential Building Inspector	Exempt
Asst. Treasurer & Office Manager	Exempt
ESC Concessions/Operations Manager	Exempt
Grounds Manager	Exempt
Administrative Assistant of Police	Non-Exempt
Administrative Assistant of Fire	Non-Exempt
Administrative Assistant of PW	Non-Exempt
Administrative Assistant for Administration	Non-Exempt
GIS/Zoning Coordinator	Non-Exempt
IT Technician	Non-Exempt
Receptionist	Non-Exempt
Secretary/Leasing Specialist	Non-Exempt
Utility Billing Clerk	Non-Exempt
Accounts Payable Clerk	Non-Exempt
Asst. Grounds Manager	Non-Exempt
Maintenance Supervisor	Non-Exempt
Accts. Receivable Clerk	Non-Exempt
Permit Billing Clerk	Non-Exempt

MEMORANDUM

April 17, 2020

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 Revising and Updating the Personnel Policy Manual

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DISCUSSION:

This Ordinance consists of revisions and updates to the City's Personnel Policy Manual. The Personnel Policy Manual is reviewed on an annual basis to ensure that it correctly and properly sets forth the City's personnel policies and addresses any legislative updates in the past year at the State or Federal levels.

In 2019, the State of Illinois passed into law and amended the Cannabis Regulation and Tax Act, which legalized possession of recreational amounts of cannabis (marijuana), while also amending the Compassionate Use of Medical Cannabis Program Act and adopting other related legislative actions that impact employment conduct. Pursuant to these legislative changes, a review and update of the City's substance abuse policy in the Personnel Policy Manual became necessary. Moreover, under this legislation, the City needs to ensure that its substance abuse policy and drug free workplace policy are reasonable in scope and consistent with these new laws. Accordingly, this Ordinance makes these necessary updates and changes to the City's substance abuse policy.

Additionally, updates have being made to the Personnel Policy Manual by this Ordinance include the following items: (1) inserting the Mayor in various provisions of the Manual to act in the absence of having a City Administrator; (2) revising the pre-employment testing provision to be consistent with the updated substance abuse policy; and (3) updating the sections dealing with sick leave, use of vacation leave upon returning from military duty, use of City vehicles, and employee attendance.

In order to effectuate these proposed changes in the City's Personal Policy Manual, this Ordinance should be adopted in conjunction with Council approval and adoption of the Annual Salary Resolution.

RECOMMENDATION:

The Council should pass this Ordinance in conjunction with Council action to adopt the Annual Salary Resolution for the 2020-2021 fiscal year.

ORDINANCE NO. 4497

AN ORDINANCE AMENDING 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, in the past year, the State of Illinois has passed into law and amended the Cannabis Regulation and Tax Act, which legalizes possession of recreational amounts of cannabis (marijuana), while also amending the Compassionate Use of Medical Cannabis Program Act and adopting other related legislative actions, and thereby has changed the landscape in Illinois in relation to the legal possession of that cannabis; and

WHEREAS, the City Council now seeks to revise and update the substance abuse policy in the Personnel Policy Manual to ensure the implementation of a reasonable drug-free workplace policy that is applied in a non-discriminatory manner for all employees, while also not establishing unreasonable or unnecessary limits on employee use of legal substances while off duty and not on-call unless the employee holds a safety sensitive position with the City; and

WHEREAS, the City Council recognizes its obligation and responsibility to implement a reasonable drug free workplace policy that ensures the safety of employees and the public at large, while also protecting the rights of employees under the conflicting laws that exist regarding use of medicinal and recreational cannabis; and

WHEREAS, the City Council hereby finds that for employees holding safety sensitive positions – which includes police officers, firefighters, paramedics, any employee who operates heavy or large vehicles or mobile equipment, and any employee who drives a commercial motor vehicle – it is reasonable and necessary to implement a reasonable drug free workplace policy in a manner that limits off-duty use of certain legal substances and any illegal substances because such off-duty use could put other employees and members of the public at great risk to incur human loss or injury while these safety sensitive employees are at work before any signs of impairments are detectable or noticeable by supervisors or others; and

WHEREAS, the City Council also finds that establishing and implementing a reasonable drug free workplace policy under the substance abuse policy in the Personnel Policy Manual is in the best interests of the City and its employees; and

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

WHEREAS, by making each of these revisions, updates, and clarifications to the Personnel Policy Manual as set forth below in this Ordinance, 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; and

WHEREAS, the City Council finds that the adoption of these revisions to the Personnel Policy Manual shall be made in conjunction with and in consideration of the City's Annual Salary Resolution, which is also being adopted at this same time;

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 2.5 – Post-Offer Physical Examinations**. To insure each individual is capable of performing the essential functions of their position, with or without reasonable accommodation, a post-offer physical examination, performed by a physician selected by the City at City expense, may be required after the applicant has received a contingent offer of employment or promotion. The physical examination procedure shall, as its initial step, incorporate a drug screening test under standards and testing procedures designed to insure accuracy of the test result, which shall be utilized to determine whether the person is presently using any illegal, non-prescriptive drugs or other controlled substances (including cannabis), or abusing or mis-using prescriptive drugs. Persons testing positive will not be considered further for employment by the City at that time. A test for cannabis will be considered positive when meeting the definition of a "positive cannabis test" as set forth in Section 2.6. The person will be given notice of this condition at the time the person applies for a position with the City, and will complete any consent forms necessary to authorize such testing as part of the application process. If an applicant has been previously employed by the City within the year prior to the applicant submitting a new application for employment with the City, the drug screening test may be waived at the discretion of the Department Head or Commissioner overseeing the applicant's prospective re-employment with the City. If a person who is denied employment with the City because of a positive cannabis test, the person may not apply and shall not be considered for another position with the City for a period of six months after the positive cannabis test. If a person provides a diluted sample for a drug

test sample under this Section, the person will be responsible for all costs for a re-test, and each person shall only be given the opportunity to submit one re-test during that application process.

During employment by the City, every employee may be required to have a physical examination, performed by a physician selected by the City at City expense, whenever the Department Head or Commissioner has reason to question the employee's ability to perform the essential functions of the position. In addition, physical examinations performed by a physician selected by the City at City expense may be required when any employee reports any injury or illness relating to work and resulting in any lost work time, and when any employee has been off work for any reason for a period of thirty (30) days or more, before the employee will be allowed to return to active duty. Further, employees off duty by reason of illness or injury shall, as a condition for continuance of their employee status, be required to comply with physician instructions and programs to restore them to proper condition, and make every effort to rehabilitate themselves in order to return to duty at the earliest practical date.

Physical examinations, whether post-offer or during employment, shall not include testing for genetic information. An individual's genetic information shall not be used by the City during the application review process to determine an individual's qualification for City employment and shall not be used in any manner or circumstance when evaluating or reviewing a City employee.

Section 2.6 – Substance Abuse Policy. The City has the authority to implement a reasonable drug-free workplace policy that is applied in a non-discriminatory manner provided that the City does not unreasonably or unnecessarily prohibit or limit the use of legal substances while an employee is off duty and not on-call unless the employee holds a safety sensitive position. Furthermore, the City is aware of the City's obligations and responsibilities to implement a reasonable drug free workplace policy to ensure the safety of employees and the public at large, while protecting the rights of employees under the conflicting laws that exist regarding use of medicinal and recreational cannabis.

Accordingly, the ~~The~~ City is committed to establishing and implementing a reasonable policy designed to promote safety in its operations and to insure a safe and efficient work environment free from the abuse of illegal drugs, intoxicants, and other controlled substances, cannabis, or alcohol. Being under the influence of drugs, intoxicants, or other controlled substances, cannabis, or alcohol on the job presents serious health and safety risks, not only for the employee/abuser, but for co-workers and other individuals and members of the public who may be working with or in proximity to the employee. Also, alcohol and drug abuse leads to increased accidents and medical claims incurred by the employee/abuser. Furthermore, for employees holding safety sensitive positions, the City has determined that it is reasonable to implement and

apply this drug free workplace policy in a manner that prohibits or limits off-duty use of certain legal substances and any illegal substances because such off-duty use could cause great human loss or injury while the employee is at work before any signs of impairments are detectable or noticeable by supervisors or others.

Moreover, in ~~In~~ addition to the possible criminal nature of the conduct, employee involvement in drugs and/or alcohol can also adversely affect job performance and morale, and undermine public confidence in the efficiency of the City's administration and operations. Department Heads are responsible for executing the City's Substance Abuse Policy. The City**,** with the development and implementation of this policy, is making a good faith effort to maintain a reasonable drug/alcohol-free workplace policy for all City employees. No part of this policy, or any of the procedures established pursuant to this policy, guarantees employment, continued employment, or terms or conditions of employment or limits in any way the City's rights to manage its workplace or discipline employees.

This policy applies to all City employees and volunteers, as well as candidates for employment with the City who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy. The provisions of this policy are subject to any federal, state, or local laws that may prohibit or restrict their applicability, and testing for substances shall be conducted and in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary.

(a) Assistance Programs. The City encourages employees to recognize that they have or may have a problem with the abuse of alcohol, drugs, intoxicants, or other controlled substances, marriage and family issues, stress and related disorders, depression, grief and loss, abuse recovery, divorce mediation, career counseling, child and adolescent behavior concerns, gambling and financial concerns, or other related concerns, and the City further encourages employees to obtain professional assistance before a problem affects an employee's work performance.

Some types of counseling or professional assistance may be covered under the City's group health care plan. An employee should review the group health insurance plan document or consult the Human Resources Coordinator in order to determine whether, and to what extent, coverage is provided by the City's group health insurance plan for the services and which organization may be a preferred provider ("PPO") under the City's group health insurance plan.

Voluntary requests for assistance will be treated confidentially, and will not result in the imposition of any discipline. However, violations of the City's policy prohibiting alcohol, drugs, and other controlled substances on the job as provided herein will not be excused or condoned because the employee has previously sought assistance voluntarily.

NOTE: For employees who have tested positive pursuant to a test administered under this policy, including a positive cannabis test, the employee will need to be evaluated by a Substance Abuse Professional

(SAP) who meets FMCSA requirements if the employer holds a CDL and drives a commercial motor vehicle or operates heavy or large vehicles or mobile equipment. This provision may also apply to other employees in safety sensitive positions. In this situation, the employee must consult with the City's Designated Employer Representative to determine whether an assistance provider is a qualified SAP.

(b) **Definitions**. For purposes of this policy, the following terms shall have the following meanings:

(1) "City Premises" shall include all work sites, work areas, property owned or leased by the City or vehicles owned, operated, leased, or under the control of the City. Privately-owned vehicles parked or operated on property owned, leased or managed by the City while an employee is on City time is also included under this definition of City premises. City premises shall not include any property owned, leased or managed by the City when an employee is on such property and the employee is not on City time.

(2) "City Time" shall include all times during which an employee is on City premises during work hours or otherwise on City premises for work purposes, for the benefit of the City, or as a representative of the City, and shall also include (i) meal and break times on or off City premises taken during the employee's regular work hours, and (ii) time performing work off City premises for the benefit of the City as a representative of the City. With regard to possession and consumption of alcoholic beverages, City time shall not include "after hours" community events attended by an employee that occur outside an employee's regular work hours, meals that occur before or after an employee's regular work hours, or meals or events after an employee-attended conference or seminar.

(3) "Legal Drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs that have been prescribed for the employee, ~~and~~ over-the-counter drugs, and cannabis as provided under the CRTA or MCPA.

(4) "Illegal Drug" means any controlled substance the possession or sale of which is prohibited by law.

(5) "Under the Influence" means the condition wherein any of the body's sensory, cognitive, or motor functions or capabilities is altered, impaired, diminished, or affected due to substances. With the exception for medicinal cannabis taken in compliance with the MCPA, this ~~This~~ also means the detectable presence of substance(s) within the body, regardless of when or where the substance or substances may have been consumed, having an alcohol concentration within the violation range specified by the laws of the State of Illinois, having an amount of cannabis / tetrahydrocannabinol (THC) within the range specified to be a positive cannabis test as defined herein, and/or having a positive test for any other substance(s). With respect to employees subject to the

Federal Motor Carrier Safety Administration (FMCSA) regulations, U.S. Department of Transportation (DOT) regulations, or performing safety-sensitive functions including employees who drive commercial motor vehicles, operate heavy or large mobile equipment, police officers, firefighters, under the influence is defined in accordance with FMCSA regulations as having an alcohol concentration of 0.04 or greater.

(6) "Substance" means any alcohol, cannabis, drugs, intoxicant, or other substances (whether ingested, inhaled, injected subcutaneously, or otherwise) that have known mind altering or function-altering effects upon the human body or that impair one's ability to safely perform work, specifically including, but not limited to, prescription drugs and over-the-counter medications; alcohol; cannabis; drugs and other substances made illegal under federal or state law; "synthetic or designer" drugs; illegal inhalants; "look-alike" drugs; amphetamines; cannabinoids (marijuana and hashish); cocaine; phencyclinidine (PCP); and opiates; and any drugs or other substances referenced in Schedule I through V of 21 C.F.R. Part 1308 (whether or not such drugs or other substances are narcotics).

(7) "Traceable" (in the employee's system) ~~Employee's System"~~ means that the results of a laboratory's analysis of the employee's urine or blood specimen are positive for the tested substance or for cannabis, results in a positive cannabis test.

(8) "Reasonable Suspicion" of impairment means that the City's representatives have observed and can describe or articulate specific symptoms of an employee while working that decrease or lessen his or her performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, breath, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, excessive unexcused absences or tardiness, negligence or carelessness in operating equipment or machinery, disregard for the safety of the employee or others, or involvement in an accident that results in serious damage to equipment or property, disruption of a production or manufacturing process, or carelessness that results in any injury to the employee or others, or detection of a prohibited substance in the area where an employee has been working. A registered qualifying user of medical cannabis under the MCPA ~~Compassionate Use of Medical Cannabis Pilot Program Act~~ must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on a reasonable suspicion of impairment. A permitted user (being an employee not holding a Safety Sensitive Position) of cannabis under the CRTA must first be given a reasonable opportunity to contest the basis of the suspected impairment before being subject to discipline based on the employer's good faith belief of impairment.

(9) "Safety Sensitive Position" includes any job function fraught with the risk of injury to others such that even a momentary lapse of attention can have disastrous consequences, as well as any function described as safety sensitive by FMCSA or other applicable regulations, including any employee working as a police officer, firefighter, paramedic, or ~~telecommunication dispatcher,~~ any employee who operates heavy or large vehicles or mobile equipment, any employee who drives a commercial motor vehicle, or any employee who works with chemicals in the City's laboratories in the City's water or waste water departments.

(10) "Work Related Cause" or "Work Related" means the employee has incurred a work-related injury requiring medical attention at a medical facility; caused the injury of another person on City premises or during City time; caused damage to any City owned or leased property; or commits repeated and/or flagrant violations of safety standards.

(11) "CRTA" means the Cannabis Regulation and Tax Act, as amended from time to time, that decriminalized the use of recreational marijuana by adults age 21 and older effective on January 1, 2020. The CRTA incorporates provisions of the State's medical marijuana law and specifically provides that nothing in the CRTA shall be construed to enhance or diminish protections afforded by any other law, including but not limited to the Medical Cannabis Act.

(12) "MCPA" means the Compassionate Use of Medical Cannabis Program Act, as amended from time to time; initially enacted on January 1, 2014, as the Compassionate Use of Medical Cannabis Pilot Program Act, this Act was amended on August 9, 2019, to make the law permanent; the MCPA establishes a patient registry program for use of medical marijuana by registered qualifying patients for certain qualifying medical conditions.

(13) "On-call" means for purposes of the CRTA, when an employee is scheduled with at least 24 hours' notice to be on standby or otherwise responsible for performing tasks related to the employee's employment on City premises.

(14) "Positive cannabis test" means any amount of cannabis / tetrahydrocannabinol (THC) in the test sample for any employee holding or seeking a Safety Sensitive Position, and for any employee not holding or seeking a Safety Sensitive Position, a "positive cannabis test" means having cannabis / tetrahydrocannabinol (THC) in the test sample in an amount that exceeds the legal limits established under the Illinois Vehicle Code, as amended from time to time (currently set at 5 or more nanograms of THC per milliliter of whole blood, or 10 or more nanograms of THC per milliliter of any other bodily substance that includes urine or saliva).

(c) **Prohibition**. The possession, use, manufacture, sale, delivery, transfer, or distribution of alcohol, cannabis, illegal drugs, or other intoxicants or controlled substances while on City premises, ~~or~~ while on City time, or while driving a vehicle owned, operated, rented, or leased by the City, or under the control of the City is prohibited and constitutes employee misconduct sufficient to warrant termination of the employment relationship. In addition, employees may not report to work or be on City premises or City time under the influence of alcohol or cannabis or with any traceable illegal drug or substance in their system. The prohibition in this subpart (c) includes cannabis used for medical purpose in accordance with the MCPA. Further, an employee in a safety sensitive position shall not consume alcohol or cannabis during the four (4) hour period prior to reporting to work. Moreover, an employee in a safety sensitive position shall not consume alcohol or cannabis within the eight (8) hour period after being involved in an accident that occurs while working for the City or until the employee has been tested for alcohol or drugs as provided herein, whichever occurs sooner. Any violation of this policy may result in immediate discharge of the employee and may subject an employee to legal action.

Any employee convicted of any criminal offense involving alcohol, cannabis, or illegal drugs or other controlled substance in connection with or related to their employment with the City in any manner shall be required to notify their Department Head in writing of such conviction within five (5) days of the conviction. Failure to provide such notice will result in termination.

Furthermore, the City does not condone the abuse of legal drugs or working under the influence of legal drugs to the extent that job performance or safety is adversely affected. Employees using prescription medications or over-the-counter drugs, including medicinal cannabis in compliance with the MCPA, are responsible for being aware of any potential effect such drugs may have on the employee's judgment or ability to perform the employee's duties. Employees taking lawful prescriptive medications while on duty or working under their influence must maintain the substance in its original container, identifying the drug, dosage, date of prescription, and prescribing physician. Further, any City employee who works in a Safety Sensitive Position and who takes prescription medications while on duty or works under their influence may constitute a direct threat to safety of the employee, co-workers, and the public, as such use of prescription medication could adversely affect the employee's ability to safely perform the employee's job duties. Therefore, these employees employed in a safety sensitive position must provide their Department Head with a statement from the physician indicating the employee is able to work while taking such medication, and listing any precautions or safety restrictions that may be advisable for the safety of the employee, co-workers, or the public.

(d) **Compliance**. To insure employees are complying with the prohibitions of this policy, the City administration or designee may inspect

any City owned or maintained property, including other equipment assigned to employees for their use as employees. Further, upon reasonable suspicion, the City administration or designee may conduct searches of any employee property brought or kept on City premises, including personal effects, vehicles, desks, lockers, and rooms for drugs, substances, or alcohol and related paraphernalia and for dangerous weapons, which may also include the search of property of other employees.

The City administration may require any employee to complete blood, urine, or other diagnostic or testing procedures to detect the presence of alcohol, cannabis, drugs, or other intoxicants or controlled substances within the employee's system whenever the employee is involved in any on-the-job, work related accident including a traffic accident, reports any work related injury or illness related to employment and resulting in lost work time, or where reasonable suspicion exists to question whether the employee may have used, may be under the influence of, or may be impaired by alcohol, cannabis, or any drug or other intoxicant or controlled substance while on City premises or while on City time. If the City has reasonable cause to believe an employee has caused an on-the-job, work related injury that is considered recordable under OSHA guidelines (i.e. requiring medical treatment) as a result of being under the influence, the supervisor or department head may require the injured employee to undergo a post-accident substance test. The employee will also be required to undergo post-accident testing if required by FMCSA, DOT, or other applicable regulation.

For purposes of this policy, an employee shall be deemed to have used, or be under the influence of, or be impaired by alcohol where any test demonstrates a blood/alcohol concentration within the employee's system of or equivalent to .05 percent or more, by cannabis if the employee has a positive cannabis test (unless the employee is a qualifying patient under the MCPA), and by other drugs, intoxicants, or other controlled substance whenever any testing confirms the employee has detectable levels of a drug, intoxicant, or other controlled substance or its components within the employee's system for which the employee has not produced a valid and proper prescription. However, for an employee holding a Safety Sensitive Position, such employee shall be deemed to have used, or be under the influence of, or be impaired by alcohol where any test demonstrates a blood/alcohol concentration within the employee's system of or equivalent to .04 percent or more, as well as by cannabis, drugs, intoxicants, or other controlled substance whenever any testing confirms the employee has detectable levels of a cannabis, drug, intoxicant, or other controlled substance or its components within the employee's system for which the employee has not produced a valid and proper prescription.

Additionally, if an employee who drives a commercial motor vehicle for the City has a verified blood alcohol concentration level of .02 or greater but less than .04, the employee will be removed from the employee’s safety sensitive work functions for a period of 24 hours. Any employee removed

from safety sensitive work functions pursuant to this provision shall not be subject to discipline by the City for having a verified blood alcohol concentration level in the range of .02 or greater but less than .04.

Employees shall be required upon request to complete any necessary forms to authorize testing pursuant to this policy and to cooperate in obtaining a satisfactory test result. Any failure or refusal to cooperate fully in such testing, or to sign any necessary authorization for such tests, where the employee has been requested to complete testing pursuant to this policy, will be deemed insubordination, and may result in employment termination.

Employees who, upon testing, are determined to have used, have been under the influence of, or have been impaired by alcohol, cannabis, or any other drugs or other intoxicants or controlled substances, may, where it is the first occurrence, request the opportunity to enter and complete a recognized drug/alcohol rehabilitation program. Successful completion of a rehabilitation program and enrollment and active participation in an approved after-care program will be considered in decisions whether a violation of this policy warrants termination of employment, provided it is the employee's first occurrence and the employee agrees to repeat testing to demonstrate his/her continued adherence to this policy upon resumption of employment (repeat testing as provided herein may include random drug testing for a period of up to twelve (12) months). However, even if it is a first offense, the City shall have the sole discretion to determine the appropriate course of action when an employee tests positive for using, having been under the influence of, or having been impaired by alcohol, cannabis, drugs, intoxicants, or controlled substances, which includes the determination of the appropriate level of discipline up to and including termination and the determination whether to allow an employee to enter a rehabilitation program with follow-up testing. The employee may be required to periodically provide proof that he/she is participating in the rehabilitation or after-care program. Employees who have successfully completed a substance abuse or rehabilitation program may be required to submit to a fitness-for-duty substance test before being permitted to return to work. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates the substance abuse policy may be immediately discharged without regard to a request for further rehabilitation.

To insure the accuracy of any substance abuse testing, the City administration shall establish testing procedures designed to insure the accuracy of test results to the extent possible and fiscally appropriate. The employee will be provided a copy of the specimen collection procedures. The City's procedures shall provide for the splitting of the initial specimen or sample, such that the remaining (untested) portion of the split specimen or sample is retained for a reasonable period of time for verification testing if needed. If testing of the specimen or sample provides a positive result, the employee may – within 72 hours of receiving the positive test results –

request that the remaining portion of the split specimen or sample be tested, which shall be completed at the City's expense. The employee shall have no right to submit another specimen or sample for testing; only the split specimen or sample may be tested when a verification test is requested by an employee. If the employee does not make the request to have the split sample verification tested within 72 hours of receiving the positive test results, the employee will have waived the right for a verification test of the split specimen or sample unless the employee presents documentation that serious injury or illness, lack of actual notice of the verified test result, inability to contact the City administration or Department Head or the medical officer for the testing facility, or other circumstance unavoidably prevented the employee from making a timely request. If the end of the 72-hour period falls on non-working day (such as a weekend or holiday) or after regular working hours for the employee's department, the employee shall have until noon the next regular work day to make this request for a verification test.

When an employee is subjected to testing as provided in this policy, the employee's right to privacy will be respected, and the results of any testing shall be kept strictly confidential by the City to the extent required and permitted by law. However, the City may use the results to decide upon an action to be taken towards an employee, or to the extent necessary, to defend City actions in any subsequent grievance, arbitration, or legal or other proceeding.

(e) **Suspension From Duty**. Where reasonable suspicion exists to suspect an employee may be under the influence of or impaired by any alcohol, cannabis, other drugs, or other intoxicant or controlled substance, the employee shall be suspended from duty until it can be established whether the employee is so impaired. Additionally, at the discretion of the City administration, employees suspected of violating this policy may be placed on administrative leave without pay pending test results. If the test results are negative; the employee will be reimbursed for any salary lost during the period of administrative leave.

Further, the employee will be removed from the work area and provided with transportation to the place of testing. In such circumstances, appropriate provision should be made for the employee's transportation home to prevent the employee from driving.

(f) **Disciplinary Action**.

(1) Any employee who possesses, sells, purchases, uses, distributes, delivers or transfers alcohol, cannabis, or an illegal substance on City premises on City time will be removed from the work area, and may be subject to immediate discharge.

(2) Any employee who reports to work under the influence of alcohol or cannabis, or with an illegal drug or substance traceable in the employee's system, will be removed from the work area, and may be subject to immediate disciplinary action up to and including discharge.

(3) An employee who refuses to submit to testing when required under this policy will be removed from the work area, and may be subject to immediate disciplinary action up to and including discharge. Refusal to submit to testing shall include, but may not be limited to the following: (1) failure to appear for any test within a reasonable amount of time, after being directed to do so by City, consistent with this policy, applicable regulations, including but not limited to FMCSA or DOT regulations, or both; (2) failure to remain at the testing site until testing is complete; (3) failure to provide a sufficient breath, saliva, blood or urine specimen for any drug, cannabis, or alcohol test required by this policy or applicable FMCSA or DOT regulation; (4) in the case of directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the provision of a specimen; (5) failure to provide a sufficient amount of saliva, breath, blood or urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure; (6) failing or declining to take a second test that City or the collector has directed the employee to take; (7) failure to undergo a medical examination or evaluation as directed by the medical review officer overseeing the collection of the specimen as part of the verification process or as directed by the Designated Employer Representative; (8) failure to cooperate with any part of the testing process; or (9) having a verified adulterated or substituted test result as reported by the medical review officer overseeing the collection of the specimen.

(4) Any employee who is offered the opportunity to participate in rehabilitation or treatment program as a condition of continued employment with the City, as such program is recommended as a result of a positive test and evaluation by a substance abuse professional, but who refuses to participate in or complete the program, will not be allowed to perform work for the City and may be subject to disciplinary action up to and including discharge.

(g) Random Testing. The City is a drug-free workplace and reserves the right to conduct random testing on employees in Safety Sensitive Positions. Where random testing is prohibited or restricted by applicable federal, state or local statute or regulation, or other legally-binding agreement, the City ~~of~~ will conform to all applicable laws, regulations, and agreements notwithstanding the provisions of this policy. Furthermore, employees engaged in jobs requiring a commercial driver's license ("CDL") who drive or operate commercial motor vehicles in conjunction with the employee's job duties are subject to federal drug and alcohol testing procedures mandated by the U.S. Department of Transportation, which may include random alcohol or drug testing.

(h) Pre-Employment Substance Testing. This policy applies to all candidates for employment with the City who have been given contingent

offers of employment. Upon receipt of a contingent offer of employment, candidates for any City position may be subject to pre-employment drug testing. Individuals to whom a contingent offer is made whose pre-employment drug test returns positive (except with respect to legally prescribed drugs and over-the-counter medications) will be ineligible for employment. For cannabis, testing positive means having a positive cannabis test as defined in this Section. Candidates who test positive will have their contingent offer of employment revoked.

(i) Designated Employer Representative. The City's "designated employer representatives" (DER) for this Substance Abuse Policy set forth in this Section 2.6, as well as any additional or supplemental administrative substance abuse policies, shall be the following persons:

For all City employees:
Teresa Durm
Human Resources Coordinator
401 W. Washington Street (City Hall)
East Peoria, Illinois 61611
(309) 427-7606

For Public Works employees:
Jennifer Leach
Administrative Assistant
401 W. Washington Street (City Hall)
~~2232 E. Washington Street (Public Works Building)~~
East Peoria, Illinois 61611
(309) 427-7650

The DER can answer any questions about the City's Substance Abuse Policy and any additional or supplemental administrative substance abuse policies, including testing procedures, post-testing procedures, and employee rights under these policies. The DER will receive verified test results for tests conducted pursuant to this Substance Abuse Policy. The DER, or the DER's designee, will provide a copy of test results to the employee within a reasonable time after receipt of the test results.

(j) Medical Marijuana Policy. The City will not penalize an employee or job applicant solely for being a registered qualifying patient or registered designated caregiver under the MCPA~~Compassionate Use of Medical Cannabis Pilot Program Act~~, which includes such person having a positive cannabis test if a qualifying patient, unless failing to do so would put the City in violation of federal law or unless failing to do so would cause the City to lose a monetary or licensing-related benefit under federal law or rules. Thus, individuals who are registered users of medical cannabis in accordance with the MCPA ~~Compassionate Use of Medical Cannabis Pilot Program Act~~ will not be disqualified from employment based solely on the detected presence of cannabis on a drug test (having a "positive cannabis

test”), unless failing to do so would put City of East Peoria in violation of a federal law or cause the City to lose a federal contract or funding. Individuals who are registered users of medical cannabis in accordance with the MCPA ~~Compassionate Use of Medical Cannabis Pilot Program Act~~ may not report to work under the influence of cannabis. Further, the City prohibits the use and storage of medical cannabis on its property, at all workplaces, and in any employer-owned vehicles.

Section 3.3 – Sick Leave. To provide for a continuation of income in circumstances where an employee is legitimately absent from work due to an off-the-job illness or injury, the City Council has adopted a policy to provide paid sick leave. An employee eligible for sick leave with pay under this policy shall be granted such leave where the employee is required to be absent when scheduled to work due to (1) personal illness or physical incapacity resulting from causes beyond the employee's control and unrelated to employment, which includes incapacity due to gender transition or other elective medical, vision, or dental procedure; (2) grave illness of a member of the employee's immediate family who requires the employee's personal care and attention; or (3) enforced quarantine of the employee pursuant to community health regulation or City directive. Immediate family members shall be limited to the employee's lawful spouse, civil union partner, children, parent or parent-in-law, step-parent, grandparent, grandchild, or brother or sister. Immediate family members shall also include other relatives by blood, marriage, or civil union who reside with the employee. Where both an employee and his or her spouse or civil union partner 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 Department Head that circumstances preclude the employee's spouse or civil union partner from remaining at home while the employee is scheduled for work.

Any employee off work and requesting to utilize sick leave benefits must inform his or her immediate supervisor of the absence and the reason for it as soon as possible. Failure to provide prompt and proper notice may cause a denial of the request to utilize sick leave benefits for the period of absence. A certificate from a physician stating the employee was incapacitated and unable to perform his or her duties, and the reasons for such medical conclusion, shall be required where sick leave with pay is requested for any absence of three (3) duty days or more (or two (2) duty days for employees working a twenty-four (24) hour day), or in any other circumstance where the employee's supervisor requires such certificate to confirm the employee's need to be absent. Employees who engage in any employment or inconsistent activity while claiming sick leave with pay under this policy, and employees found to have abused the sick leave benefits, will be subject to discipline. Employees shall be subject to any other administrative policy concerning sick leave which may be adopted by the City Council or promulgated by Department Heads.

Although an employee receives paid sick leave benefits under this policy, the employee is nonetheless absent from work when scheduled. The receipt of paid sick leave benefits shall not excuse the absence or preclude its consideration in assessing whether the employee is maintaining an acceptable level of attendance.

(a) **Sick Leave Benefits**. Each full-time employee (except management level employees) shall be eligible for paid sick leave of ten (10) duty days per year, earned at the rate of 6-2/3 hours per month. Those employees with less than one year of service will receive a pro-rated sick leave of 6-2/3 hours per month of service. No sick leave shall be earned during any month in which the employee is absent more than fifty percent (50%) of the work days scheduled, excluding any vacation or personal days used.

Unused sick leave shall accumulate from calendar year to calendar year according to the following schedule:

YEARS OF SERVICE	MAXIMUM ACCUMULATIONS
1 year but less than 5 years	25 duty days
5 years but less than 7 years	35 duty days
7 years but less than 10 years	40 duty days
10 years or more	100 duty days

Benefits for Department Heads will be as specified by the City Council. Department Heads shall include only the following positions: Police Chief; Fire Chief; City Administrator; City Clerk; City Treasurer; Director of Public Works; Director of Planning and Community Development; and Director of Tourism, Special Events, and Facilities.

For any employee hired on or after May 1, 2008, upon retirement, the employee may, at his option, use his accumulated sick leave time up to a maximum of four hundred eighty (480) hours (60 duty days) to retire early or work until retirement date and receive payment upon retirement for any unused accumulated sick leave up to a maximum of four hundred eighty (480) hours. At the City's discretion, such payment for accumulated sick leave may be made in one payment at retirement or over three annual payments with the first payment being made at retirement. For an employee hired on or before April 30, 2008, and who had accumulated more than four hundred eighty (480) hours of unused sick leave as of April 30, 2008, the employee shall also receive payment upon retirement for such accumulated sick leave time in excess of four hundred eighty (480) hours at retirement not to exceed the total number of unused accumulated sick leave hours the employee had as of April 30, 2008, or a total of nine hundred sixty (960) hours, whichever is less.

Alternatively, the following employees – who hold non-union supervisory positions over union employees – shall receive payment upon retirement for unused accumulated sick leave hours in accordance with the

collective bargaining agreement in effect upon the employee's retirement date for the employee union over which the employee supervises:

- Assistant Fire Chiefs, Deputy Fire Chiefs, and the Fire Chief (the Fire Chief shall be limited to a maximum of nine hundred sixty (960) hours under this provision);

- Police Chief, Deputy Police Chiefs, and Sergeants; and

- ~~Telecommunications Manager; and~~

- Public Works Department Head and Public Works Superintendents.

An employee may be eligible to receive service credit toward retirement under IMRF for any unused sick leave for which the employee does not receive any compensation or payment from the City. The employee should contact IMRF to determine whether the employee may be eligible to receive service credit for unused sick leave for which the employee will not receive any compensation or payment from the City.

The term "retirement" as used in this section shall have the definition as set forth in Section 3.2 of this Manual. The term "retirement" as used in this section does not include an employee who receives a disability pension under IMRF or other approved pension plan applicable to a particular employee's position with the City. Otherwise, except as expressly provided in this Subsection 3.3(a), any days accumulated in excess of 60 duty days are to be used for extended illness only and cannot be reimbursed. Where any employee fails to provide proper advance notice of his or her intent to retire in accordance with these policies, the employee's available benefit shall be reduced pro-rata to take into account the lack of notice. Upon an employee's voluntary or involuntary termination of employment with the City, other than retirement as set forth above in this paragraph, the employee shall not receive any additional compensation for unused days of sick leave.

(b) **On-The-Job Injury Leave**. In addition to the above sick leave schedule, any regular full-time employee injured on the job in the performance of his duty and incapacitated shall be entitled to full pay for a period of sixty (60) duty days absence on account of said injuries (unless covered by any statute authorizing the job injury leave with pay); provided, however, if during such absence such employee is entitled to receive compensation under the provisions of the Illinois Worker's Compensation Act, or under the provisions of the Illinois Municipal Retirement Fund, the Police Pension Fund, or the Fire Pension Fund, or any other disability program funded in any part by the City, only that portion of such employee's regular salary shall be paid which will be, together with any other compensation, equal to the employee's regular wages. Benefits under this

policy shall only be available for injuries suffered unintentionally, and where the employee is found by the City not to have acted recklessly, or without proper regard for safety in the accident causing injury.

Section 3.9 – Military Duty Leave. Any employee who is a member of any military reserve forces and who is ordered by the appropriate authorities to attend a training program or perform other duties shall be granted a leave of absence in accordance with federal and/or state law, upon proper notification to their Department Head. Any employee who is drafted or enlists in the active service of the armed forces of the United States while employed by the City will be granted a leave of absence in accordance with law upon proper notice of the call to duty. In order to ensure the continuation of any benefits or pay to which the employee may be entitled as required by law, any employee called to active duty should obtain a notice form from the City's Human Resources Coordinator and return the completed notice form to the City prior to the employee's departure or deployment. In addition, sworn employees should comply with the requirements of the Fire and Police Commission Act to obtain an approved leave of absence. Employees on leave of absence under this provision shall return to the City to request a return to employment as soon as they are released from military service. Upon an employee's return to work from active military duty, the employee shall have ninety (90) days to use any outstanding vacation leave if the employee returns to work during the one-month period after their anniversary date or later in relation to the use of the employee's vacation leave as provided under Section 3.6.

Section 4.15 – Use of City Vehicles.

(a) City Vehicles. Because of potential liabilities and excessive costs, employee use of City vehicles for personal purposes must be strictly controlled and limited. Where employees are assigned City vehicles, the employee will not be permitted to take home the City vehicle overnight, except that Department Heads and those employees who are required to be "on call" to respond to emergencies will be permitted to do so. Except as provided in this Subsection 4.15(a), at all times, the use of City vehicles must be confined to use for City related business. Thus, except as expressly provided in this Subsection 4.15(a), City employees are not permitted to transport their children in City vehicles except in the cases of an emergency and an alternative vehicle is unavailable. Further, except as expressly provided in this Subsection 4.15(a), Department Heads and the designated employees who do take City vehicles home overnight must confine their use of City vehicles to travel to and from work.

See Section 4.16 regarding license requirements for any employee who drives a City vehicle. Furthermore, volunteers will not be permitted to drive a City vehicle, including volunteers for the Festival of Lights programs or related activities, until the validity of the volunteer's driver's license is verified and placed on file with the Chief of Police or Department Head. All users of City vehicles shall comply with the safety provisions and

procedures set forth in Subsection 4.15(b). Furthermore, a driver of a City vehicle shall not consume alcoholic beverages under any circumstance while driving a City vehicle or prior to driving a City vehicle such that the driver has alcohol in the driver's system while driving the City vehicle.

All users of City vehicles must remember that the City user is being held in the eye of the public, and thus must act as a good steward of the City vehicle and act in a professional manner at all times while driving or otherwise using the City vehicle in any manner. Should any user of a City vehicle act in an unprofessional or ill-tempered manner, the user may be subject to corrective or disciplinary action, including termination from employment, as provided in Section 6.3.

For Department Heads and the designated employees who do take City vehicles home overnight, incidental personal use of the City vehicle will be permitted when such City Official or City employee is traveling to and from work and home (which may include stopping at a grocery store, pharmacy, or post office, provided no alcoholic beverages are transported in the vehicle, or for a doctor or dentist appointment). Such incidental use is limited to travel on the way to work from home or on the way home from work and shall not include using the City vehicle during the employee's work day for incidental personal use. When an employee has an incidental personal matter scheduled for the middle of the employee's work day, the employee shall use the employee's personal vehicle for such incidental personal use Furthermore, Department Heads and the designated employees who do take City vehicles home overnight may transport their children in the City vehicle if (1) prior written permission has been granted by the City Administrator, (2) the City Official or employee completes any documentation of such transportation activity as required by the City Administrator, and (3) the child or children are being transported from home to start the workday and back home at the end of the workday (which may include incidental personal use related to the child, such as driving to a doctor or dentist appointment.

Section 6.1 – Attendance Policy. The first duty of every employee is to maintain an acceptable record of regular, on-time attendance when scheduled for duty, and to provide proper, advance notice to their employer when circumstances necessitate absence or tardiness. Each time an employee is late in reporting to work, or is absent from work, adjustments must be made which detract from the efficient conduct of City operations and inconvenience other employees and/or the public, regardless of the employee's reasons for being late or absent. While the City administration recognizes employees may occasionally need to be absent, either for illness or injury or personal business, and has therefore adopted policies which are designed to offset the financial loss an employee would otherwise experience in these situations, these policies are not intended, and cannot be permitted to have the effect of encouraging absence. Each employee must strive to maintain regular, on-time attendance when scheduled in order

to justify their continuing employment with the City. Furthermore, an employee must not (1) abuse sick leave, (2) use other paid leave in a manner that is detrimental to City or Department operations, or (3) take unpaid leave without prior approval. Unpaid leave, including an extended unpaid leave of absence, may be approved in advance under exceptional circumstances or as otherwise specifically authorized under a leave provision in this Manual, but only with approval from an employee's Department Head or other authorized Department supervisor.

To foster and encourage regular, on-time attendance, insure that absence and/or tardiness do not become a significant problem, and provide employees who develop an unacceptable record of absence or tardiness with notice and the opportunity to correct the problem before it requires their termination, Department Heads and/or supervisors within the City administration shall maintain attendance calendars on every employee to record instances of tardiness and/or absence from work when scheduled, with or without advance notice and/or legitimate reason justifying the occurrence. Whenever an employee's attendance calendar shows the employee has developed a record of unnecessary or excessive tardiness, absence without proper advance notice or legitimate basis, pattern absenteeism or excessive absence from duty, the Department Heads should prepare a written notice to the employee documenting the problem and the need to initiate corrective measures, and, if possible, meet with the employee to discuss the attendance problem, including methods by which it may be corrected, and inform the employee that further problems will lead to corrective action~~s~~, discipline, or termination of employment. If, despite this notice, the employee fails to correct the problem, Department Heads shall initiate prompt, effective corrective actions or disciplinary action to remedy the problem, including, where it is found to be necessary, terminating the employment relationship in order to employ someone who is capable of maintaining acceptable regular, on-time attendance.

Absence or tardiness without proper advance notice and/or legitimate basis, in particular, cannot be tolerated. Each department shall establish procedures by which employees may provide proper, advance notice of the fact, and the reason for, an incident of tardiness or absence. Once established, employees must follow proper procedures, and the failure to do so shall warrant imposition of prompt corrective action or termination, depending upon the circumstances. Additionally, discipline up to and including termination of employment, may be imposed if an employee (1) takes absences or tardiness without proper advance notice, (2) abuses sick leave, (3) uses other paid leave in a manner that is detrimental to City or Department operations, (4) takes unpaid leave without prior approval, or (5) otherwise violates the terms of this Section or fails to follow corrective action imposed upon the employee; see Section 6.3.

Section 2. Wherever the phrase "Human Resources Coordinator" is set forth in the City's Personnel Policy Manual, this phrase shall be deleted in its entirety and replaced with the phrase "Human Resources Director".

Section 3. In the following Sections of the City's Personnel Policy Manual, when the phrase "City Administrator" first appears in that Section, this phrase shall be deleted in its entirety and replaced with the phrase "City Administrator (or in the absence or unavailability of a City Administrator, the Mayor shall perform all duties and fulfill all responsibilities set forth in this Section of the Manual)": Section 1.9, Section 2.11, Section 3.4, Section 3.5, Section 3.16, Section 4.4a, Section 4.15, Section 4.17, Section 4.23, and Section 4.25.

Section 4. In Section 2.10 (Harassment – including Sexual Harassment – Policy) of the City's Personnel Policy Manual, the phrase "City Administrator" shall be replaced with "Mayor" as the Acting Ethics Officer (when the Ethics Officer is absent or unavailable) throughout this Section 2.10, and accordingly, the contact information for the Acting Ethics Officer shall be revised to reflect the current Mayor's contact information.

Section 5. 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 6. 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 7. 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 8. The City Human Resources Director is directed to furnish notice or furnish a copy of these changes in the Personnel Policy Manual to all City employees within a reasonable time after the passage of this Ordinance.

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

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EXAMINED AND APPROVED:

_____
Corporation Counsel

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

John P. Kahl
Mayor

COMMISSIONERS

Seth D. Mingus
Dept. Public Health & Safety

Mark E. Hill
Dept. of Accounts & Finance

Daniel S. Decker
Dept. Streets &
Public improvements

Michael L. Sutherland
Dept. Public Property

Morgan R. Cadwalader
City Clerk

Jeffery M. Becker
Director of Finance/Treasurer

Steven M. Roegge
Police Chief

John F. Knapp
Fire Chief

Ty Livingston
Director of Planning and
Community Development

Douglas E. McCarty
Director of Tourism and
Special Events

Dennis R. Triggs
City Attorney

Resolution No. 1920-143

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

FROM: Morgan R. Cadwalader, City Clerk

DATE: April 14, 2020

SUBJECT: Reappointments to various Boards and Commissions

DISCUSSION: Individuals on various Boards and Commissions expire this year and need to be reappointed to new terms. Please see attached resolution for those individuals and terms.

RECOMMENDATION: To approve the reappointments by Mayor Kahl to various Boards and Commissions.

RESOLUTION NO. 1920-143

East Peoria, Illinois
April 21, 2020

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, ILLINOIS, THAT the reappointments by Mayor John P. Kahl of the following individuals to various boards and commissions of the City of East Peoria be hereby approved:

Board of Trustees of the East Peoria Firefighters' Pension Fund
Jeffery Becker, Member — Term: May 1, 2020 to April 30, 2023
John Knapp, Member — Term: May 1, 2020 to April 30, 2023

Board of Trustees of the East Peoria Police Pension Fund Board
Terry Schultz, Member — Term: May 1, 2020 to April 30, 2023

East Peoria Human Relations Commission
Marjorie Greuter, Member — Term: May 1, 2020 to April 30, 2022
Tony Ingold, Member — Term: May 1, 2020 to April 30, 2022
Barb McDonald, Member — Term: May 1, 2020 to April 30, 2022

East Peoria Planning Commission
Dennis Paluska, Member — Term: May 1, 2020 to April 30, 2023
Andrew Paulson, Member — Term: May 1, 2020 to April 30, 2023

East Peoria Fire and Police Commission
Charles Morgan, Member — Term: May 1, 2020 to April 30, 2023

East Peoria Mass Transit District
Debra Bloomfield, Member — Term: May 1, 2020 to April 30, 2024

AND THAT THIS RESOLUTION NO. 1920-143 BE ADOPTED AS PRESENTED.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

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

Commissioners
Dan Decker Michael Sutherland

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

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

DATE: **March 3, 2020**

SUBJECT: **RECOMMENDATION TO APPROVE $51,900 OF CAMP ST TIF FUNDS FOR THE COMPENSATION OF BOTH TEMPORARY EASEMENTS AND RIGHT-OF-WAY IN CONNECTION WITH THE RIVER ROAD INTERSECTION IMPROVEMENTS PROJECT.**

DISCUSSION:

We propose that $51,900 be allocated for the compensation of easements and right-of-way in connection with the River Road Intersection project. The purpose of acquiring easements and right-of-way is to facilitate the construction of improvements to the River Rd. intersection. Property is required in order to widen portions of the intersection as well as to facilitate the placement of various apparatuses associated with the improvements.

Attached are valuations provided by a local appraiser which detail the methodology used in determining the values of each parcel required.

RECOMMENDATION: Approve $51,900 in Camp St TIF funds for the purpose of acquiring easements and right-of-way for the above-mentioned project.

ORDINANCE NO. 4496

AN ORDINANCE APPROVING ACQUISITION OF RIGHT-OF-WAY AND CONSTRUCTION EASEMENT FOR CAMP STREET AND RIVER ROAD INTERSECTION IMPROVEMENT PROJECT

WHEREAS, City Officials and the City Council have identified the improvement of the traffic flow through the Camp Street and River Road intersection as a priority in the immediate future for street improvements for the City; and

WHEREAS, the City now seeks to proceed with making improvements to and upgrading the Camp Street and River Road intersection as an improved signalized intersection at the Camp Street and River Road intersection (the "Intersection Improvement Project"); and

WHEREAS, the Intersection Improvement Project has been approved for funding assistance from a grant through Peoria-Pekin Urbanized Area Transportation Study Policy and Technical Committees (PPUATS), and the construction phase of this Project has been targeted for PPUATS grant funding in the upcoming 2020-2021 fiscal year; and

WHEREAS, in order to undertake the Intersection Improvement Project, the City must acquire additional right-of-way and temporary construction easements from property owners with property located adjacent to the Intersection Improvement Project site; and

WHEREAS, the City has received appraisals for these rights-of-way and temporary construction easements and made offers to the property owners in the amount of these appraisals; and

WHEREAS, the property on the southeast corner of Project site is identified by PIN 01-01-29-404-003 (the "Qdoba Property") and the property on the southwest corner is identified by 01-01-29-401-026 (the "Huck's Property"); and

WHEREAS, the right-of-way parcel for the Qdoba Property is described in Exhibit A, attached hereto and incorporated by reference, and the temporary construction easement for the Qdoba Property is described in Exhibit B, attached hereto and incorporated by reference, and together both are hereinafter referenced as the "Qdoba ROW and Easement"; and

WHEREAS, the right-of-way parcel for the Huck's Property is described in Exhibit C, attached hereto and incorporated by reference, and the temporary construction easement for the Huck's Property is described in Exhibit D, attached hereto and incorporated by reference, and together both are hereinafter referenced as the "Huck's ROW and Easement"; and

WHEREAS, the appraisal for the Qdoba ROW and Easement has been obtained as required by IDOT regulations, and the amount of this appraisal is $10,400.00 in total; and

WHEREAS, the appraisal for the Huck's ROW and Easement has been obtained as required by IDOT regulations, and the amount of this appraisal is $41,100.00 in total; and

WHEREAS, the City has the authority to acquire property and right-of-way for a public purpose pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12); and

WHEREAS, City Officials and representatives have reached an agreement to acquire the Qdoba ROW and Easement from the owner of the Qdoba Property, Terra De Lincoln LLC, a California limited liability company, for the amount of the appraisal for the Qdoba ROW and Easement (the "Qdoba Contract"); and

WHEREAS, City Officials and representatives have reached or are seeking an agreement to acquire the Huck's ROW and Easement from the owner of the Huck's Property, AV Martin LLC, an Illinois limited liability company, for the amount of the appraisal for the Huck's ROW and Easement (the "Huck's Contract"); and

WHEREAS, the City hereby finds that the Qdoba Contract and the Huck's Contract are necessary for the undertaking and completion of the Intersection Improvement Project and are in the best interests of the City;

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

Section 1. The findings and recitations hereinabove set forth are adopted and found to be true.

Section 2. The City hereby approves the Qdoba Contract with Terra De Lincoln LLC, a California limited liability company, for the acquisition of the Qdoba ROW and Easement for $10,400, being the amount of the appraisal for the Qdoba ROW and Easement.

Section 3. The City hereby approves the Huck's Contract with AV Martin LLC, an Illinois limited liability company, for the acquisition of the Huck's ROW and Easement for $41,100, being the amount of the appraisal for the Huck's ROW and Easement.

Section 4. The Mayor and City Clerk are directed and authorized to execute the Qdoba Contract and the Huck's Contract on behalf of the City, together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that either Contract shall not be binding upon the City until an original executed copy has been delivered to the respective Property owner for each Contract. The Mayor (or his

designee) and City Clerk are further directed and authorized to take any action and execute any documents necessary to effectuate the acquisition of the Qdoba ROW and Easement or the Huck's ROW and Easement under the terms and conditions established in the respective Contracts.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage in the manner as provided by law.

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

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

EXAMINED AND APPROVED:

_____
Corporation Counsel

EXHIBIT A

Legal Description for the Qdoba Right-of-Way Parcel

Right of Way Description Parcel 2

A part of Lot 14 in Riverside Subdivision, as recorded in Plat Book "NN", pages 124-127 at the Tazewell County Recorder's Office, in the East Half of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the westerly most corner of said Lot 14, said point also being on the existing easterly right of way line of Camp Street, as the Point of Beginning;

Thence North 18 degrees 55 minutes 59 seconds East (bearings are assumed for descriptive purposes), along said existing easterly right of way line, a distance of 35.72 feet to a point being on the existing southerly right of way line of River Road; thence North 60 degrees 52 minutes 04 seconds East, along said existing southerly right of way line, a distance of 22.25 feet to a point being on the proposed right of way line; the following 3 courses are along said proposed right of way line, thence South 33 degrees 09 minutes 30 seconds West, a distance of 19.09 feet; thence South 21 degrees 07 minutes 00 seconds West, a distance of 30.42 feet; thence South 11 degrees 42 minutes 57 seconds West, a distance of 15.24 feet to a point being on said existing easterly right of way line; thence North 24 degrees 00 minutes 57 seconds West, along said existing easterly right of way line, a distance of 16.05 feet to the Point of Beginning and containing 487 square feet, more or less, or 0.011 acres, more or less.

EXHIBIT B

Legal Description for the Qdoba Temporary Construction Easement

Temporary Construction Easement Description Parcel 2 TE

A part of Lot 14 in Riverside Subdivision, as recorded in Plat Book "NN", pages 124-127 at the Tazewell County Recorder's Office, in the East Half of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the westerly most corner of said Lot 14, said point also being on the existing easterly right of way line of Camp Street; thence South 24 degrees 00 minutes 57 seconds East (bearings are assumed for descriptive purposes), along said existing easterly right of way line; a distance of 16.05 feet to the proposed right of way line; thence North 11 degrees 42 minutes 57 seconds East, along said proposed right of way line, a distance of 2.21 feet to the Point of Beginning;

The following 3 courses are along said proposed right of way line, thence continuing North 11 degrees 42 minutes 57 seconds East, a distance of 13.03 feet; thence North 21 degrees 07 minutes 00 seconds East, a distance of 30.42 feet; thence North 33 degrees 09 minutes 30 seconds East, a distance of 11.55 feet; thence South 28 degrees 28 minutes 42 seconds East, a distance of 38.29 feet; thence South 65 degrees 49 minutes 14 seconds West, a distance of 41.85 feet to the Point of Beginning and containing 895 square feet, more or less, or 0.020 acres, more or less.

EXHIBIT C

Legal Description for the Huck's Right-of-Way Parcel

[Parcel 3 ROW]
A part of the vacated Frontage Road (Formerly Washington Street) and part of the Southwest Quarter (recorded in Plat Book "G" Page 90 at the Tazewell County Recorder's Office), all being a part of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the western most corner of Lot 1A in Camp Street Crossing (recorded in Plat Book "HHH", page 90 at said Tazewell County Recorder's Office), said point also being on the existing easterly right of way line of said Frontage Road; the following 3 courses are along said existing easterly right of way line, thence North 70 degrees 17 minutes 02 seconds East (bearings are assumed for descriptive purposes), a distance of 54.00 feet; thence North 19 degrees 29 minutes 12 seconds West, a distance of 216.37 feet; thence in a northeasterly direction along a tangent curve to the right, with a radius of 50.00 feet and an arc length of 28.33 feet and being subtended by a chord bearing North 03 degrees 15 minutes 11 seconds East, a distance of 27.96 feet to a point being on the proposed right of way line of Parcel 3, as the Point of Beginning;

The following 3 courses are along the existing southerly right of way line of River Road, thence continuing in northeasterly direction along a tangent curve to the right, with a radius of 50.00 feet and an arc length of 37.55 feet and being subtended by a chord bearing North 34 degrees 29 minutes 36 seconds East, a distance of 36.67 feet; thence North 56 degrees 00 minutes 24 seconds East, a distance of 29.46 feet; thence North 69 degrees 56 minutes 03 seconds East, a distance of 24.00 feet to a point being on the proposed right of way line of Parcel 3; the following 2 courses are along said proposed right of way line of Parcel 3, thence South 52 degrees 56 minutes 32 seconds West, a distance of 43.58 feet; thence South 48 degrees 58 minutes 54 seconds West, a distance of 43.68 feet to the Point of Beginning of Parcel 3 and containing 558 square feet, more or less, or 0.013 acres, more or less.

EXHIBIT D

Legal Description for the Huck's Temporary Construction Easement

[Parcel 3 TE]
A part of the former TP&W Railroad, part of the vacated Frontage Road, and part of the Southwest Quarter (recorded in Plat Book "G" Page 90 at the Tazewell County Recorder's Office), all being a part of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the northern most corner of Lot 1 in Camp Street Crossing (recorded in Plat Book "AAA", page 103 at said Tazewell County Recorder's Office), said point also being on the existing westerly right of way line of Camp Street, as the Point of Beginning of Parcel 3 TE;

The following 10 course are along said proposed temporary easement line of Parcel 3 TE, thence South 70 degrees 16 minutes 57 seconds West (bearings are assumed for descriptive purposes), 37.81 feet; thence North 31 degrees 36 minutes 56 seconds West, 183.68 feet; thence North 26 degrees 15 minutes 54 seconds East, 36.25 feet; thence in a northwesterly direction along a non-tangent curve to the left, with a radius of 143.62 feet and arc length of 47.31 feet and being subtended by a chord bearing North 48 degrees 45 minutes 58 seconds West, a distance of 47.10 feet; thence North 74 degrees 42 minutes 59 seconds West, 24.85 feet; thence South 85 degrees 10 minutes 50 seconds West, 27.81 feet; thence South 69 degrees 55 minutes 00 seconds West, 65.00 feet; thence South 28 degrees 10 minutes 39 seconds West, 23.50 feet; thence South 70 degrees 14 minutes 27 seconds West, 50.00 feet; thence South 25 degrees 16 minutes 51 seconds West, 42.91 feet to a point on the existing easterly right of way line of a Frontage Road; thence, along said Frontage Road, in a northeasterly direction along a non-tangent curve to the right, with a radius of 50.00 feet and an arc length of 23.75 feet and being subtended by a chord bearing North 00 degrees 37 minutes 35 seconds West, a distance of 23.53 feet to a point on the proposed right of way line of Parcel 3, thence North 48 degrees 58 minutes 54 seconds East, along said proposed right of way line of Parcel 3, 43.68 feet; thence North 52 degrees 56 minutes 32 seconds East, along said proposed right of way line of Parcel 3 to a point on the existing southerly right of way line of River Road; the following 3 courses are along said existing southerly right of way line of River Road, thence North 69 degrees 56 minutes 03 seconds East, 60.73 feet; thence North 69 degrees 50 minutes 29 seconds East, 12.24 feet; thence North 74 degrees 49 minutes 17 seconds East, 30.86 feet to a point on the existing westerly right of way line of Camp Street; thence in a southeasterly direction along a non-tangent curve to the right, with a radius of 148.62 feet and arc length of 98.04 feet and being subtended by a chord bearing South 50 degrees 30 minutes 50 seconds East, a distance of 96.27 feet; thence South 31 degrees 36 minutes 56 seconds East, 191.48 feet to the Point of Beginning of Parcel 3 TE and containing 9,296 square feet, more or less, or 0.213 acres, more or less.

Valuation Finding Appraisal

Route		Project	20130049	☐ Original	
Section		Job No.		☐ Supplemental No.	
County	Tazewell	Parcel	2 & TE	Unit	

This report is being prepared under the jurisdiction of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 as amended (Uniform Act) and as regulated by 49 CFR Part 24. In compliance with Standard 2 of USPAP, this is a Restricted Appraisal Report and is intended only for use by the client and not intended for any other users. The intended use of the valuation is to assist the client in acquiring a portion of the subject property as the basis for an offer for the rights to be acquired only. Based on the review of available data, the valuation problem is uncomplicated.

1. Owner's Name, Address and Telephone: Terra De Lincoln LLC c/o Achille Paladini; 1700 South El Camino Real (Suite 120); San Mateo, CA 94402 Telephone: 650-619-3165

2. Interview Record: Stephanie Fritsch (Qdoba Store Manager)

3. Tenant's Name, Address and Telephone: Qdoba & Cash Store

4. Identification of Property: 1040 W Camp Street; East Peoria, IL 61611 **PIN#** 01-01-29-404-003-; A part of Lot 14 in Riverside Subdivision, in the East ½ of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian; Tazewell County, IL

5. Inspection Date: 1/10/2019 & 2/20/2019

6. By: Eddie Washington

7. Zoning: B-3, Business Service District

8. Highest and Best Use: Commercial

9

Area of Whole:	1.03+/-ac or 44,867 +/- sf	Existing ROW (Dedication):	
Total ROW:	0.011+/-ac 487+/- sf	Permanent Easement:	
Net New ROW:	0.011+/ac 487+/- sf	Temporary Easement:	0.02+/- ac 895+/- sf
		Area of Remainder:	1.02+/-ac or 44,380 +/- sf

10. Sales Considered: Sales Attached and other sales in the appraiser's file

11. Fair Market Value of the Whole Property: **(Land and Land Improvements Only)** $763,000

12. Fair Market Value of Property Acquired (including improvements) as Part of the Whole: $ 8,400

13. List Improvements and Type of Land in Taking: Landscaping

14. Fair Market Value of the Remainder as Part of the Whole Before Taking: $754,600

15. Fair Market Value of the Remainder After the Taking as will be affected by contemplated improvements: $754,600

16. Damages to the Remainder (including any cost to cure): $ 0

17. List Items of Damage:

18. Compensation for P.E. (include remarks): $ N/A

19. Compensation for T.E. (include remarks): On-premise sign, landscaping, concrete paving $ 2,400

20. **Total Compensation** $ 10,800

Preparer's Signature	Date	Lic. Type & No.	Exp. Date
	4/26/2019	Certified General Real Estate Appraiser 553.000818	9/30/2019

Appraisal Report

Route		Project	
Section	13-00163-00-RP	Job No.	
County	Tazewell	Parcel	3 & TE Unit

Take: ☐ Whole ☒ Partial ☐ Other:
Appraisal Sequence: ☐ Original ☒ Supplemental

1. Attached is a ☐ complex ☒ non-complex appraisal, per IDOT's Land Acquisition Policies and Procedures Manual.

2. Location and Address: 1015 W Camp Street; East Peoria, IL 61611

3. Identification: **PIN #01-01-29-401-026**; A part of the SW ¼ all being part of Section 29, Township 26 North, Range 4 West of the Third Principal Meridian; Tazewell County, IL

4. Present Owner's Name, Address and Telephone No.: AV Martin LLC; PO Box 385; Carmi, IL 62821

5. Tenant's or Lessee's Name, Address and Telephone No.: None

6. Person Interviewed: Beth Johnson and Andre Williams, Store Managers 7. Interviewed by: Eddie Washington

8. Farmland Preservation Act (pertains to fee takings and permanent easements): N/A
CL _____ OC _____ HL _____ PL _____ FL _____ FS _____ RL _____ OL _____

9. Present Use: Gas Station/ Convenience Store Highest and Best Use Before Taking: Commercial

Zoning: B-3, Business Service District Highest and Best Use After Taking: Commercial

	Acres	Sq. Ft.
10. **Area of Whole Property**	1.340	58,370 +/-
Total Area to be Acquired in Fee Simple Title:	0.013	558 +/-
Area to be Acquired by New Dedication		
Area Acquired by Previous Dedication		
Area to be Acquired for Additional ROW	0.013	558 +/-
Area to be Acquired by Permanent Easement		
Area to be Acquired by Temporary Easement	0.213	9,296 +/-
Area of Remainder	1.327	57,812+/-

11. **Final Conclusion of Value** **Effective Date of Appraisal:**	January 3, 2020
Fair Market Value of Whole Property (Land Only, plus Improvements in the Acquisition, if any)	$992,000
For Partial Taking include the following:	
Fair Market Value of property taken (including improvements) as part of the whole	$9,500
Fair Market Value of remainder as part of the whole before taking	$982,500
Fair Market Value of remainder after taking as will be affected by contemplated improvements	$982,500
Damage to Remainder	$0
Compensation for Permanent Easement(s)	$N/A
Compensation for Temporary Easement(s)	$31,600
Total Compensation	$41,100

Date of the Report: February 10, 2020

Appraiser Name: Eddie J Washington
Appraiser Signature
License Type: Certified General Real Estate Appraiser IL License # 553.000818 Expires: 9/30/2021

Resolution No. 1920-131

EAST PEORIA FIRE DEPARTMENT
201 W. Washington Street
East Peoria, IL 61611
Phone: (309) 427-7671

John Knapp
Fire Chief

TO: The Honorable Mayor and the City Council

THRU: Commissioner Mingus

FROM: Fire Chief John Knapp

DATE: March 25, 2020

SUBJECT: Resolution temporarily increasing the number of firefighters

DISCUSSION: Please consider another resolution (original 1819-106) temporarily increasing the total number of firefighters from 30 to 33. We have confirmed that this practice has been beneficial to the City from a financial standpoint and I recommend continuing to do so over the next budget year.

RECOMMENDATION: Approval the resolution authorizing a temporary increase in the number of firefighters on the East Peoria Fire Department.

cc: Director of Finance Jeff Becker
City Clerk Morgan Cadwalader

RESOLUTION NO. 1920-131

East Peoria, Illinois
April 7, 2020

RESOLUTION BY COMMISSIONER _____

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

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

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

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

WHEREAS, in February 2020, pursuant to Resolution No. 1920-109, the City temporarily increased the number of firefighters on the Fire Department by one to a total of 34 firefighters due to the retirement of a firefighter in June 2020, and thus the City increased the staffing level of firefighters on the Fire Department by an additional one firefighter until the retirement of this firefighter in June 2020, at which time this temporary additional firefighter position will be eliminated; and

WHEREAS, the City now seeks to retain the number of firefighters at a level of 33 upon the retirement of the firefighter until April 30, 2021, as a continued effort to minimize overtime costs in the Fire Department; and

WHEREAS, it is in the best interests of the City that after the retirement of the firefighter in June 2020, the total number of firefighters in the Fire Department be reduced by one to 33 until April 30, 2021; and

WHEREAS, it is in the best interests of the City that after April 30, 2021, the total number of firefighters in the Fire Department be reduced by three to 30 through attrition thereafter;

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

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

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

Section 2. Effective after the retirement of the firefighter in June 2020, the Fire Department of the City of East Peoria shall consist of the following personnel:

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

Section 3. Subject to further action by the City Council, effective on April 30, 2021, the Fire Department of the City of East Peoria shall consist of the following personnel upon attrition to the staffing levels established in this Resolution:

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

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk